SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(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, 2017

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 001-33166

Allegiant Travel Company

(Exact Name of Registrant as Specified in Its Charter)

Nevada	**20-4745737**
(State or Other Jurisdiction of Incorporation or Organization)	(IRS Employer Identification No.)
1201 North Town Center Drive	
Las Vegas, Nevada	**89144**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code: **(702) 851-7300**

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 website, 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, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☐
(Do not check if a smaller reporting company)	Emerging growth company ☐

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 in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares of the registrant's common stock outstanding as of the close of business on May 1, 2017 was 16,636,843.

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PART I. FINANCIAL INFORMATION

Item 1. Consolidated Financial Statements

ALLEGIANT TRAVEL COMPANY
CONSOLIDATED BALANCE SHEETS
(in thousands)

	March 31, 2017	December 31, 2016
	(unaudited)	
CURRENT ASSETS:		
Cash and cash equivalents	$ 64,732	$ 64,711
Restricted cash	11,253	11,647
Short-term investments	288,727	269,269
Accounts receivable	17,327	40,667
Expendable parts, supplies and fuel, net	16,345	16,797
Prepaid expenses	25,194	16,277
Other current assets	2,569	2,686
TOTAL CURRENT ASSETS	426,147	422,054
Property and equipment, net	1,121,230	1,095,314
Long-term investments	172,845	124,834
Deferred major maintenance, net	17,550	17,347
Deposits and other assets	11,972	12,027
TOTAL ASSETS	$ 1,749,744	$ 1,671,576
CURRENT LIABILITIES:		
Accounts payable	$ 25,295	$ 16,010
Accrued liabilities	85,927	96,661
Air traffic liability	244,920	194,001
Current maturities of notes payable, net of related costs	88,198	86,226
TOTAL CURRENT LIABILITIES	444,340	392,898
Long-term debt, net of current maturities and related costs	715,383	722,048
Deferred income taxes	77,807	75,338
Other noncurrent liabilities	9,112	7,670
TOTAL LIABILITIES:	1,246,642	1,197,954
SHAREHOLDERS' EQUITY:		
Common stock, par value $.001	23	22
Treasury stock	(522,726)	(517,803)
Additional paid in capital	243,039	238,236
Accumulated other comprehensive loss, net	(592)	(230)
Retained earnings	783,358	753,397
TOTAL EQUITY	503,102	473,622
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 1,749,744	$ 1,671,576

The accompanying notes are an integral part of these consolidated financial statements.

ALLEGIANT TRAVEL COMPANY
CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share amounts)
(unaudited)

	Three Months Ended March 31,	
	2017	**2016**
OPERATING REVENUE:		
Scheduled service revenue	$ 212,097	$ 201,606
Ancillary revenue:		
Air-related charges	131,565	120,929
Third party products	12,742	11,258
Total ancillary revenue	144,307	132,187
Fixed fee contract revenue	11,259	6,800
Other revenue	8,174	8,022
Total operating revenue	375,837	348,615
OPERATING EXPENSES:		
Aircraft fuel	84,662	53,659
Salary and benefits	96,298	69,208
Station operations	31,832	30,734
Maintenance and repairs	30,095	26,492
Depreciation and amortization	30,549	24,685
Sales and marketing	9,998	5,808
Aircraft lease rentals	164	233
Other	19,351	16,670
Total operating expenses	302,949	227,489
OPERATING INCOME	72,888	121,126
OTHER (INCOME) EXPENSE:		
Interest expense	8,401	7,239
Interest income	(1,264)	(612)
Other, net	(360)	(363)
Total other expense	6,777	6,264
INCOME BEFORE INCOME TAXES	66,111	114,862
PROVISION FOR INCOME TAXES	24,479	42,882
NET INCOME	41,632	71,980
Earnings per share to common stockholders:		
Basic	$ 2.50	$ 4.29
Diluted	$ 2.50	$ 4.29
Shares used for computation:		
Basic	16,382	16,678
Diluted	16,404	16,699
Cash dividends declared per share:	$ 0.70	$ 0.30

The accompanying notes are an integral part of these consolidated financial statements.

ALLEGIANT TRAVEL COMPANY
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in thousands)
(unaudited)

	Three Months Ended March 31,	
	2017	**2016**
Net income	$ 41,632	$ 71,980
Other comprehensive (loss) income:		
Change in available for sale securities, net of tax	225	291
Foreign currency translation adjustments	(83)	(105)
Change in derivatives, net of tax	(215)	(331)
Reclassification of derivative gains into Other revenue	(289)	(266)
Total other comprehensive loss	(362)	(411)
TOTAL COMPREHENSIVE INCOME	41,270	71,569

The accompanying notes are an integral part of these consolidated financial statements.

ALLEGIANT TRAVEL COMPANY
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Three Months Ended March 31, 2017	2016
OPERATING ACTIVITIES:		
Net income	$ 41,632	$ 71,980
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	30,549	24,685
Loss/(gain) on aircraft and other equipment disposals	2,548	(1,950)
Provision for obsolescence of expendable parts, supplies and fuel	830	495
Amortization of deferred financing costs	365	357
Share-based compensation expense	4,349	2,287
Deferred income taxes	2,386	2,234
Changes in certain assets and liabilities:		
(Increase) decrease in accounts receivable	23,162	5,581
(Increase) decrease in prepaid expenses	(8,917)	1,960
Increase (decrease) in accounts payable	9,394	4,269
Increase (decrease) in accrued liabilities	(10,561)	3,852
Increase (decrease) in air traffic liability	50,919	43,082
Deferred major maintenance	(1,504)	—
Other, net	1,799	1,607
Net cash provided by operating activities	146,951	160,439
INVESTING ACTIVITIES:		
Purchase of investment securities	(146,625)	(89,994)
Proceeds from maturities of investment securities	79,381	91,533
Aircraft pre-delivery deposits	(5,907)	—
Purchase of property and equipment, including capitalized interest	(52,629)	(71,689)
Other investing activities	382	4,061
Net cash used in investing activities	(125,398)	(66,089)
FINANCING ACTIVITIES:		
Cash dividends paid to shareholders	(11,671)	(32,783)
Proceeds from the issuance of long-term debt	22,000	28,000
Repurchase of common stock	(4,923)	(55,633)
Principal payments on long-term debt	(26,425)	(18,677)
Other financing activities	(513)	(235)
Net cash used in financing activities	(21,532)	(79,328)
Net change in cash and cash equivalents	21	15,022
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	64,711	87,112
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 64,732	$ 102,134
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
CASH PAYMENTS FOR:		
Interest paid, net of amount capitalized	$ 14,080	$ 10,906
Income taxes paid, net of refunds	$ 374	$ 27,846

The accompanying notes are an integral part of these consolidated financial statements.

ALLEGIANT TRAVEL COMPANY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Note 1 — Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited consolidated financial statements include the accounts of Allegiant Travel Company (the “Company”) and its majority-owned operating subsidiaries. The Company has no independent assets or operations, and all guarantees of the Company's publicly held debt are full and unconditional and joint and several. Any subsidiaries of the parent company other than the subsidiary guarantors are minor. Investments in affiliates in which the Company’s ownership interest ranges from 20 to 50 percent and in which the Company has the ability to exercise significant influence over operating and financial policies are accounted for under the equity method. All intercompany balances and transactions have been eliminated.

These unaudited consolidated financial statements reflect all normal recurring adjustments which management believes are necessary to present fairly the financial position, results of operations, and cash flows of the Company for the respective periods presented. Certain information and footnote disclosures normally included in the annual consolidated financial statements prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") have been omitted pursuant to the rules and regulations of the Securities and Exchange Commission for Form 10-Q. These unaudited interim consolidated financial statements should be read in conjunction with the audited consolidated financial statements of the Company and notes thereto included in the annual report of the Company on Form 10-K for the year ended December 31, 2016, filed with the Securities and Exchange Commission.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from these estimates.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued ASU 2014-09, "Revenue from Contracts with Customers (Topic 606)" intended to create a unified model to determine when and how revenue is recognized. Under this ASU and subsequently issued amendments, the core principle is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration for which the entity expects to be entitled in exchange for those goods or services. Under the new standard, revenue related to certain air-related ancillary fees directly related to ticket revenue, such as seat fees and baggage fees, will likely no longer be considered distinct performance obligations separate from passenger travel and as a result will be reclassified into scheduled service revenue. In addition, change fees previously recognized when incurred by the customer, will likely be recognized when air travel is provided and reclassified into scheduled service revenue.

The new standard is effective for annual and interim periods beginning after December 15, 2017, and the Company will adopt it effective January 1, 2018. The Company continues to evaluate the impact on its financial statements of adopting this new accounting standard and currently believes that adoption will have little effect on earnings, although the change in classification of certain air-related ancillary fees, as described above, is expected to be material.

In February 2016, the FASB issued ASU 2016-02 related to leases. This standard will require leases with durations greater than twelve months to be recognized on the balance sheet as a lease liability and a corresponding right-of-use asset, and is effective for interim and annual reporting periods beginning after December 15, 2018 with early adoption permitted. The Company is assessing the impact of this new standard, and believes adoption of this standard will have a significant impact on the consolidated balance sheets. However, adoption is not currently expected to significantly change the recognition, measurement or presentation of associated expense within the consolidated statements of income or cash flows.

In August 2016, the FASB issued ASU 2016-15, which amends the guidance in Accounting Standards Codification ("ASC") 230 on the classification of certain cash receipts and payments in the statement of cash flows. The primary purpose of the ASU is to reduce the diversity in practice that has resulted from the lack of consistency on this topic. The standard is effective for annual and interim periods beginning after December 15, 2017, and the Company will adopt it effective January 1, 2018. Significant classification modifications are not currently expected as a result of adoption.

Note 2 — Property and Equipment

Property and equipment (in thousands):

	As of March 31, 2017	As of December 31, 2016
Flight equipment, including pre-delivery deposits	$ 1,418,787	$ 1,377,829
Computer hardware and software	106,680	101,850
Other property and equipment	84,870	81,786
Total property and equipment	1,610,337	1,561,465
Less accumulated depreciation and amortization	(489,107)	(466,151)
Property and equipment, net	$ 1,121,230	$ 1,095,314

Note 3 — Long-Term Debt

Long-term debt (in thousands):

	As of March 31, 2017	As of December 31, 2016
Fixed-rate notes payable due through 2020	$ 465,656	$ 465,748
Variable-rate notes payable due through 2022	337,925	342,526
Total long-term debt, net of related costs	803,581	808,274
Less current maturities, net of related costs	88,198	86,226
Long-term debt, net of current maturities and related costs	$ 715,383	$ 722,048

Weighted average fixed-interest rate	5.41%	5.41%
Weighted average variable-interest rate	3.29%	3.16%

Maturities of long-term debt for the remainder of 2017 and for the next five years and thereafter, in the aggregate, are: remaining in 2017 - $66.6 million ; 2018 - $148.8 million ; 2019 - $515.1 million ; 2020 - $49.6 million ; 2021 - $22.4 million ; 2022 - $1.1 million ; and none thereafter.

Secured Debt

In January 2017, the Company borrowed $22.0 million under a loan agreement secured by two Airbus A320 series aircraft. The notes bear interest at a floating rate based on LIBOR plus 1.70 percent and are payable in quarterly installments through January 2022.

Note 4 — Fair Value Measurements

The Company measures certain financial assets and liabilities at fair value on a recurring basis. Fair value is an exit price, representing the amount that would be received by selling an asset or paid to transfer a liability in an orderly transaction between market participants.

Accounting standards pertaining to fair value measurements establish a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include: Level 1, defined as observable inputs such as quoted prices in active markets for identical assets or liabilities; Level 2, defined as inputs other than Level 1 inputs that are either directly or indirectly observable; and Level 3, defined as unobservable inputs for which little or no market data exists, therefore requiring an entity to develop its own assumptions.

The Company uses the market approach valuation technique to determine fair value for investment securities. The assets classified as Level 1 consist of money market funds for which original cost approximates fair value. The assets classified as Level 2 consist of commercial paper, municipal debt securities, federal agency debt securities, US Treasury Bonds, and corporate debt securities, which are valued using quoted market prices or alternative pricing sources including transactions involving identical or comparable assets and models utilizing market observable inputs. The Company has no investment securities classified as Level 3.

For those assets classified as Level 2 that are not in active markets, the Company obtains fair value from pricing sources using quoted market prices for identical or comparable instruments, and uses pricing models which include all significant observable inputs: maturity dates, issue dates, settlement dates, benchmark yields, reported trades, broker-dealer quotes, issue spreads, benchmark securities, bids, offers and other market related data. These inputs are observable or can be derived from, or corroborated by, observable market data for substantially the full term of the asset.

The fair value of the Company's derivative instrument is determined using standard valuation models. The significant inputs used in these models are readily available in public markets or can be derived from observable market transactions and therefore have been classified as Level 2. Inputs used in these standard valuation models for derivative instruments include the applicable exchange and interest rates.

Financial instruments measured at fair value on a recurring basis (in thousands):

	As of March 31, 2017			As of December 31, 2016		
	Total	**Level 1**	**Level 2**	**Total**	**Level 1**	**Level 2**
Cash equivalents						
Municipal debt securities	$ 4,639	$ —	$ 4,639	$ 1,843	$ —	$ 1,843
Money market funds	598	598	—	123	123	—
Federal agency debt securities	—	—	—	19,399	—	19,399
Total cash equivalents	5,237	598	4,639	21,365	123	21,242
Short-term						
Municipal debt securities	113,819	—	113,819	78,826	—	78,826
Commercial paper	93,273	—	93,273	108,372	—	108,372
Corporate debt securities	77,772	—	77,772	76,570	—	76,570
US Treasury Bonds	2,997	—	2,997	1,606	—	1,606
Federal agency debt securities	866	—	866	3,895	—	3,895
Total short-term	288,727	—	288,727	269,269	—	269,269
Long-term						
Corporate debt securities	87,380	—	87,380	25,048	—	25,048
Municipal debt securities	54,581	—	54,581	72,623	—	72,623
Federal agency debt securities	30,884	—	30,884	24,160	—	24,160
Derivative instruments	1,320	—	1,320	1,660	—	1,660
US Treasury Bonds	—	—	—	3,003	—	3,003
Total long-term	174,165	—	174,165	126,494	—	126,494
Total financial instruments	$ 468,129	$ 598	$ 467,531	$ 417,128	$ 123	$ 417,005

The fair value of the Company’s publicly held long-term debt is determined based on inputs that are readily available in public markets or can be derived from information available in publicly quoted markets; therefore, the Company has categorized its publicly held debt as Level 2. The remaining debt agreements are not publicly held. The Company has determined the estimated fair value of these notes to be Level 3, as certain inputs used to determine the fair value of these agreements are unobservable and, therefore, could be sensitive to changes in inputs. The Company utilizes the discounted cash flow method to estimate the fair value of Level 3 debt.

Carrying value and estimated fair value of long-term debt, including current maturities and excluding related costs (in thousands):

	As of March 31, 2017		As of December 31, 2016		
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value	Hierarchy Level
Publicly held debt	$ 451,964	$ 467,783	$ 452,179	$ 468,005	2
Non-publicly held debt	356,599	336,686	360,999	340,866	3
Total long-term debt	$ 808,563	$ 804,469	$ 813,178	$ 808,871	

Due to the short-term nature, carrying amounts of cash, cash equivalents, restricted cash, accounts receivable and accounts payable approximate fair value.

Note 5 — Derivative Instruments

The Company entered into a foreign currency swap in order to mitigate the foreign currency exchange rate risk associated with the forecasted lease revenue from 12 Airbus A320 series aircraft leased to a European carrier until 2018. The Company uses a cash flow hedge to minimize the variability in cash flows of assets, liabilities and forecasted transactions caused by fluctuations in foreign currency exchange rates. For the three months ended March 31, 2017 , the net change in fair value recorded in accumulated other comprehensive income related to an unrealized loss on the hedge was $0.2 million compared to $0.3 million for the three months ended March 31, 2016 .

At inception, the Company formally designated and documented this financial instrument as a hedge of a specific underlying exposure, the risk management objective, and the strategy for undertaking the hedge transaction. The Company also assessed whether the financial instrument used in the hedging transactions was effective at offsetting changes in either the fair values or cash flows of the related underlying exposures. This assessment is monitored on at least a quarterly basis, and the change in fair market value of any ineffective portion of a financial instrument would be immediately recognized into earnings. For each of the three months ended March 31, 2017 and March 31, 2016 , the Company realized $0.3 million in gains from its cash flow hedge into Other revenue. As of March 31, 2017 , the Company expects $0.7 million to be reclassified from Other comprehensive income into Other revenue within the next 12 months.

At March 31, 2017 , the fair value of the Company's derivative instrument was $1.3 million compared to $1.7 million at December 31, 2016, and is reported in the Company's consolidated balance sheet within deposits and other assets. Refer to Note 4 - Fair Value Measurements for additional information related to the estimated fair value.

Note 6 — Shareholders' Equity

The Company is authorized by the Board of Directors to acquire its stock through open market purchases under its share repurchase program. As repurchase authority is used, the Board of Directors has, to date, authorized additional expenditures for share repurchases.

Share repurchases consisted of the following during the periods indicated:

	Three Months Ended March 31,	
	2017	2016
Shares repurchased (not in thousands)	15,440	314,849
Average price per share	$ 161.92	$ 171.54
Total (in thousands)	$ 2,500	$ 54,009

During the three months ended March 31, 2017 , the Company declared and paid recurring cash dividends of $0.70 per share, or $11.7 million .

Note 7 — Earnings per Share

Basic and diluted earnings per share are computed pursuant to the two-class method. Under this method, the Company attributes net income to two classes: common stock and unvested restricted stock. Unvested restricted stock awards granted to employees under the Company's Long-Term Incentive Plan are considered participating securities as they receive non-forfeitable rights to cash dividends at the same rate as common stock.

Diluted net income per share is calculated using the more dilutive of the two methods. Under both methods, the exercise of employee stock options is assumed using the treasury stock method. The assumption of vesting of restricted stock, however, differs:

1. Assume vesting of restricted stock using the treasury stock method.

2. Assume unvested restricted stock awards are not vested, and allocate earnings to common shares and unvested restricted stock awards using the two-class method.

For the three months ended March 31, 2017 , the second method, which assumes unvested awards are not vested, was used in the computation because it was more dilutive than the first method.

The following table sets forth the computation of net income per share, on a basic and diluted basis, for the periods indicated (share count and dollar amounts other than per-share amounts in table are in thousands):

	Three Months Ended March 31,	
	2017	2016
Basic:		
Net income	$ 41,632	$ 71,980
Less net income allocated to participating securities	(682)	(370)
Net income attributable to common stock	$ 40,950	$ 71,610
Net income per share, basic	$ 2.50	$ 4.29
Weighted-average shares outstanding	16,382	16,678
Diluted:		
Net income	$ 41,632	$ 71,980
Less net income allocated to participating securities	(682)	(370)
Net income attributable to common stock	$ 40,950	$ 71,610
Net income per share, diluted	$ 2.50	$ 4.29
Weighted-average shares outstanding	16,382	16,678
Dilutive effect of stock options and restricted stock	90	50
Adjusted weighted-average shares outstanding under treasury stock method	16,472	16,728
Participating securities excluded under two-class method	(68)	(29)
Adjusted weighted-average shares outstanding under two-class method	16,404	16,699

For the three months ended March 31, 2017 , anti-dilutive shares excluded from the calculation of earnings per share were 27,621 (shares not in thousands).

Note 8 — Commitments and Contingencies

As of March 31, 2017 , the Company had firm commitments to purchase the following aircraft:

Aircraft Type	Number of Aircraft Under Contract
Airbus A319	5
Airbus A320	25

Future minimum fixed payments for the Company's commitments related to the acquisition of aircraft, airport fees under use and lease agreements, and other operating lease obligations are as follows as of March 31, 2017 (in thousands):

	As of March 31, 2017
Remaining in 2017	$ 369,825
2018	117,245
2019	79,178
2020	41,546
2021	672
Thereafter	2,988
Total commitments	$ 611,454

Contingencies

The Company is subject to certain legal and administrative actions it considers routine to its business activities. The Company believes the ultimate outcome of any pending legal or administrative matters will not have a material adverse impact on its financial position, liquidity or results of operations.

Note 9 — Related Party Transactions

The Company previously entered into a lease agreement for approximately 70,000 square feet of office space in a building in which the Company’s Chairman and Chief Executive Officer ("CEO") and the Company's President owned minority interests as limited partners. The Company exercised its option to terminate the lease effective in May 2015 and paid $1.3 million in January 2016 in settlement of related litigation.

Entities owned or controlled by the Company's Chairman and CEO have been paid for the building of corporate training content, with a current focus on the Company's operating groups. This approach to training focuses on concept mastery, recognizing that individuals learn at varying paces, through different styles, and is designed to ensure the trainee fully understands each module before moving on to more advanced training. The Company also expects program development to facilitate recurrent training and to contribute to cost savings in the future. During the three months ended March 31, 2017 and 2016, the Company made payments to these entities of $0.2 million and $0.4 million , respectively, and no further payments are expected.

Note 10 — Subsequent Events

In April 2017, the Company executed an agreement for the purchase of one Airbus A320 series aircraft which was delivered in April 2017.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis presents factors that had a material effect on our results of operations during the three months ended March 31, 2017 and 2016 . Also discussed is our financial position as of March 31, 2017 and December 31, 2016 . You should read this discussion in conjunction with our unaudited consolidated financial statements, including the notes thereto, appearing elsewhere in this Form 10-Q and our consolidated financial statements appearing in our annual report on Form 10-K for the year ended December 31, 2016 . This discussion and analysis contains forward-looking statements. Please refer to the section below entitled “Cautionary Note Regarding Forward-Looking Statements” for a discussion of the uncertainties, risks and assumptions associated with these statements.

FIRST QUARTER REVIEW

Highlights:

- Added three Airbus A320 series aircraft into service, and retired two Boeing 757-200 aircraft;
- invested $58.5 million in capital purchases;
- hired Ponder Harrison as executive vice president and chief marketing officer;

- operating 358 routes as of quarter end versus 298 at the same point in 2016, and announced 23 new routes scheduled to begin in the second quarter 2017;
- paid quarterly recurring cash dividends of $11.7 million , and returned $2.5 million to shareholders through open market stock repurchases; and
- raised $22.0 million in debt.

AIRCRAFT

The following table sets forth the aircraft in service and operated by us as of the dates indicated:

	March 31, 2017	December 31, 2016	March 31, 2016
MD-80	47	47	50
B757-200	2	4	5
A319 (1)	19	17	11
A320 (2)	17	16	16
Total	85	84	82

(1) Excludes 12 A319 aircraft on lease to a European carrier until 2018.
(2) Excludes one A320 aircraft currently being prepared to enter our operating fleet as of March 31, 2017.

As of March 31, 2017, we had firm commitments to purchase 30 Airbus A320 series aircraft for which we had not yet taken delivery as of that date. We expect delivery of 17 aircraft in 2017 and the remaining aircraft in 2018 through 2020. We continuously consider aircraft acquisitions on an opportunistic basis.

Fleet Plan

The below table indicates the number of aircraft now expected to be in service as of the dates indicated, based on currently scheduled additions to, and retirements from, our operating fleet.

	As of June 30, 2017	As of December 31, 2017
MD-80	44	38
B757-200	2	—
A319	20	22
A320	21	29
Total	87	89

NETWORK

We use profitability management tools to manage capacity and route expansion through optimization of our flight schedule to, among other things, better match demand in certain markets. We continually adjust our network through the addition of new markets and routes, adjusting the frequencies into existing markets, and exiting under-performing markets, as we seek to achieve and maintain profitability on each route we serve.

Our operating network as of March 31, 2017 represents a 20.1 percent increase in the number of routes flown compared to March 31, 2016. As of May 1, 2017, we were selling 382 routes.

TRENDS

We are continuing with our transition to an all Airbus fleet and, as part of this plan, have reduced capacity growth for the summer months. We added three Airbus A320 series aircraft to our operating fleet during the first quarter 2017 and are expecting 15 more to be placed in service by the end of 2017. This represents a 41.7 percent increase in operating Airbus over the next three quarters. We continue to focus on the purchase of Airbus A320 series aircraft to add to our operating fleet.

Additionally, we expect to retire nine MD-80 aircraft, and our two remaining Boeing 757-200 aircraft, by the end of the year. Our scheduled MD-80 retirements could be accelerated if unexpected major maintenance were to be needed.

Although Airbus aircraft are significantly more fuel efficient than our other fleet types, fuel costs in the long-term remain uncertain and cost volatility could materially affect our future operating expenses.

We have announced we will be adding service into an additional medium-sized city, Louisville, Kentucky, starting in May 2017. As of March 31, 2017, we were offering service on 101 medium-sized city routes compared to 73 as of the same date in 2016. Our East Coast presence also continues to grow, and we recently announced Destin, Florida as our newest base with seasonal service to begin in May 2017.

Total scheduled service revenues per ASM for the first quarter 2017 decreased roughly 4.4 percent over last year, driven by capacity growth from a mix of peak and off-peak (both seasonal and day-of-the-week) flying, as well as Easter shifting into the second quarter of 2017. In the current competitive environment, we expect industry capacity trends will continue to put pressure on yield.

Our Allegiant World MasterCard® program launched in September 2016, and continues to have strong cardholder application rates that have exceeded initial forecasts. We expect this program will continue to be accretive to earnings in the long-term.

The collective bargaining agreement reached with the IBT for our pilots became effective on August 1, 2016. Incremental expense related to this agreement in the first quarter 2017 was approximately $14.2 million, and an estimated additional $286.4 million is expected over the remainder of the five-year agreement term.

RESULTS OF OPERATIONS

Comparison of three months ended March 31, 2017 to three months ended March 31, 2016

Operating Revenue

Scheduled service revenue . Scheduled service revenue for the first quarter 2017 increased by 5.2 percent compared to 2016 . The increase was primarily driven by a 10.8 percent increase in scheduled service passengers, offset by a 5.1 percent decrease in scheduled service average base fare which was affected by the shift of Easter into the second quarter as well as a 10 percent increase in off-peak capacity quarter over quarter.

Ancillary air-related charges . Ancillary air-related charges for the first quarter 2017 increased 8.8 percent compared to 2016 , due mostly to the increase in scheduled service passengers. The increase was diluted by a 1.8 percent decrease in average ancillary air-related fare per passenger which correlates with a 3.4 percent reduction in stage length, as shorter-haul trips tend to produce lower ancillary charges.

Ancillary third party products . The following table details the calculation of ancillary revenue from third party products. Third party products consist of revenue from the sale of hotel rooms, ground transportation (rental cars and hotel shuttle products), attraction and show tickets, and fees we receive from other merchants selling products through our website:

	Three Months Ended March 31,		Percent
(dollars in thousands)	**2017**	**2016**	**Change**
Gross ancillary revenue - third party products	$ 40,525	$ 37,306	8.6 %
Cost of goods sold	(27,073)	(25,699)	5.3
Transaction costs (1)	(710)	(349)	103.4
Ancillary revenue - third party products	$ 12,742	$ 11,258	13.2
As percent of gross ancillary revenue - third party	*31.4%*	*30.2%*	1.2 pp
Hotel room nights	105,328	108,668	(3.1)
Rental car days	375,711	354,815	5.9 %

(1) Includes payment expenses and travel agency commissions.

Ancillary third party revenue increased 13.2 percent for the first quarter 2017 compared to 2016 as a result of our increase in scheduled service passengers as well as revenue generated from our co-branded credit card program which launched in third quarter 2016. Although there was a slight decrease in rental car and hotel revenue margin compared with 2016, the effects were more than offset by our co-branded credit card revenue, which resulted in a 2.1 percent overall increase in ancillary third party revenue per passenger.

Fixed fee contract revenue. Fixed fee contract revenue for the first quarter 2017 increased $4.5 million from 2016 due mostly to increased flying for both the Department of Defense and under our Apple Vacations charter.

Operating Expenses

We primarily evaluate our expense management by comparing our costs per passenger and per ASM across different periods, which enables us to assess trends in each expense category. The following table presents operating expense per passenger for the indicated periods. The table also presents operating expense per passenger, excluding fuel, a statistic which gives management and investors the ability to measure and monitor our cost performance absent fuel price volatility. Both the cost and availability of fuel are subject to many economic and political factors beyond our control.

	Three Months Ended March 31,		Percent
	2017	2016	Change
Aircraft fuel	$ 29.38	$ 20.69	42.0 %
Salaries and benefits	33.42	26.69	25.2
Station operations	11.05	11.85	(6.8)
Maintenance and repairs	10.45	10.22	2.3
Depreciation and amortization	10.60	9.52	11.3
Sales and marketing	3.47	2.24	54.9
Aircraft lease rentals	0.06	0.09	(33.3)
Other	6.72	6.43	4.5
Operating expense per passenger	$ 105.15	$ 87.73	19.9 %
Operating expense per passenger, excluding fuel	$ 75.77	$ 67.04	13.0 %

The following table presents unit costs on a per ASM basis, or CASM, for the indicated periods. As on a per-passenger basis, excluding fuel on a per ASM basis provides management and investors the ability to measure and monitor our cost performance absent fuel price volatility.

	Three Months Ended March 31,		Percent
	2017	2016	Change
Aircraft fuel	2.51¢	1.79¢	40.2 %
Salaries and benefits	2.85	2.31	23.4
Station operations	0.94	1.02	(7.8)
Maintenance and repairs	0.89	0.88	1.1
Depreciation and amortization	0.90	0.82	9.8
Sales and marketing	0.30	0.19	57.9
Aircraft lease rentals	—	0.01	(100.0)
Other	0.58	0.56	3.6
CASM	8.97¢	7.58¢	18.3 %
Operating CASM, excluding fuel	6.46¢	5.79¢	11.6 %

Aircraft fuel expense. Aircraft fuel expense increased 57.8 percent for the first quarter 2017 compared to 2016 as the system average fuel cost per gallon increased by 40.3 percent , and system fuel gallons consumed increased 12.8 percent (resulting from a 12.5 percent increase in system capacity).

Salary and benefits expense. Salary and benefits expense increased 39.1 percent for the first quarter 2017 when compared to the same period last year. The increase is largely attributable to $14.2 million in incremental expense related to the collective bargaining agreement with our pilots, which went into effect in August 2016, as well as costs associated with a 16.7 percent increase in the number of full-time equivalent employees needed to support additional operating aircraft and the transition to a single fleet type. Additionally, stock compensation expense increased incrementally by $2.5 million related to management equity grants which were not in place in first quarter 2016.

Station operations expense. Stations operations expense increased 3.6 percent for the first quarter 2017 compared to the same period in 2016 .

Maintenance and repairs expense . Maintenance and repairs expense for the first quarter 2017 increased 13.6 percent compared to the same period in 2016 . This is due partially to a 3.0 percent increase in the average number of aircraft in service, as well as the mix of maintenance activities resulting in more expensive parts repairs and routine maintenance in first quarter 2017. We expect routine maintenance expenses for our used Airbus aircraft to increase over time as repair costs for these aircraft are generally more expensive than similar maintenance events for our MD-80 aircraft.

Depreciation and amortization expense . Depreciation and amortization expense for the first quarter 2017 increased 23.8 percent compared to 2016 , on a 3.0 percent increase in the average number of aircraft in service. Depreciation expense for the remainder of 2017 will continue to outpace 2016 as retirement of our MD-80 aircraft has been accelerated to 2019 or earlier and, as a result, the related depreciation expense will increase in 2017, 2018 and 2019 to account for the acceleration. The increase was also impacted by the amortization of major maintenance for our Airbus aircraft in accordance with the deferral method of accounting. Prior to the second quarter 2016, we had not incurred any major maintenance costs on our Airbus aircraft.

Sales and marketing expense. Sales and marketing expense for the first quarter 2017 increased $4.2 million compared to the same period in 2016 , mostly due to an increase in net credit card fees paid by us. We previously charged for credit card fee reimbursement (a fee charged to customers for using a credit card) at zero margin, which was applied as a reduction to sales and marketing expense, and the net amount paid by us for credit card fees was reduced. We discontinued the charge for credit card fee reimbursement in January 2017, although this charge was still applicable for travel booked up to the discontinuation date. With the discontinuation of the credit card surcharge, credit card fee reimbursements for the first quarter (which were recorded as reductions of sales and marketing expense) declined to $3.4 million from $7.0 million in first quarter 2016, accounting for the majority of the increase in this line item year over year.

Other operating expense. Other operating expense for the first quarter 2017 increased $2.7 million compared to 2016 . The increase in expense is primarily due to losses recorded on disposed aircraft parts in 2017 compared to a gain of over $2.0 million recorded on an engine sale in 2016 related to one of our retired Boeing 757-200 aircraft.

Income Tax Expense

Our effective tax rate remained relatively flat quarter over quarter, at 37.0 percent for the three months ended March 31, 2017 , compared to 37.3 percent for the three months ended March 31, 2016 . The effective tax rate for 2017 differed from the statutory federal income tax rate of 35.0 percent primarily due to state and foreign taxes, the adoption of ASU 2016-09 related to share-based payments, as well as executive compensation deduction limitations. The effective tax rate for the same period in 2016 differed from the federal tax rate due to executive compensation deduction limitations as well as state and foreign taxes.

While we expect our tax rate to be fairly consistent in the near term, it will 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 during interim periods may also affect our tax rates.

Comparative Consolidated Operating Statistics

The following tables set forth our operating statistics for the periods indicated:

	Three Months Ended March 31, 2017	Three Months Ended March 31, 2016	Percent Change*
Operating statistics (unaudited):			
Total system statistics:			
Passengers	2,881,248	2,592,907	11.1
Revenue passenger miles (RPMs) (thousands)	2,708,498	2,520,149	7.5
Available seat miles (ASMs) (thousands)	3,376,837	3,001,384	12.5
Load factor	80.2%	84.0%	(3.8)
Operating expense per ASM (CASM) (cents)	8.97	7.58	18.3
Fuel expense per ASM (cents)	2.51	1.79	40.2
Operating CASM, excluding fuel (cents)	6.46	5.79	11.6
ASMs per gallon of fuel	72.1	72.3	(0.3)
Departures	22,295	18,918	17.9
Block hours	53,193	46,270	15.0
Average stage length (miles)	903	935	(3.4)
Average number of operating aircraft during period	84.7	82.2	3.0
Average block hours per aircraft per day	7.0	6.2	12.9
Full-time equivalent employees at end of period	3,536	3,029	16.7
Fuel gallons consumed (thousands)	46,850	41,523	12.8
Average fuel cost per gallon	$ 1.81	$ 1.29	40.3
Scheduled service statistics:			
Passengers	2,845,480	2,567,309	10.8
Revenue passenger miles (RPMs) (thousands)	2,661,934	2,483,553	7.2
Available seat miles (ASMs) (thousands)	3,237,164	2,897,951	11.7
Load factor	82.2%	85.7%	(3.5)
Departures	21,248	18,175	16.9
Block hours	50,876	44,563	14.2
Total scheduled service revenue per ASM (TRASM)** (cents)	11.01	11.52	(4.4)
Average fare - scheduled service	$ 74.54	$ 78.53	(5.1)
Average fare - ancillary air-related charges	$ 46.24	$ 47.10	(1.8)
Average fare - ancillary third party products	$ 4.48	$ 4.39	2.1
Average fare - total	$ 125.26	$ 130.02	(3.7)
Average stage length (miles)	908	940	(3.4)
Fuel gallons consumed (thousands)	44,892	40,154	11.8
Average fuel cost per gallon	$ 1.80	$ 1.29	39.5
Percent of sales through website during period	95.1%	94.3%	0.8

* Except load factor and percent of sales through website during period, which are presented as a percentage point change.
** Various components of this measure do not have a direct correlation to ASMs. This measure is provided on a per ASM basis so as to facilitate comparison with airlines reporting revenues on a per ASM basis.

LIQUIDITY AND CAPITAL RESOURCES

Current liquidity

Cash, restricted cash and investment securities (short-term and long-term) increased from $470.5 million at December 31, 2016 to $537.6 million at March 31, 2017 . Restricted cash represents escrowed funds under fixed fee contracts and cash collateral against letters of credit required by hotel properties for guaranteed room availability, airports and certain other parties. Under our fixed fee flying contracts, we require our customers to prepay for flights to be provided by us. The prepayments are escrowed until the flight is completed and are recorded as restricted cash with a corresponding amount as air traffic liability. Investment securities represent highly liquid marketable securities which are available-for-sale.

During the first three months of 2017 , our primary source of funds was $147.0 million generated by operations as well as $22.0 million in proceeds from long-term debt issuance. Our operating cash flows and borrowings have allowed us to invest in our fleet transition and return value to shareholders. We believe we have more than adequate liquidity resources through our operating cash flows, borrowings, and cash balances, to meet our future contractual obligations, and expect to finance a significant portion of the purchase price of our newly manufactured Airbus aircraft order on acceptable terms. We continue to consider raising funds through debt financing on an opportunistic basis.

In addition to our recurring quarterly cash dividend, we plan to continue repurchasing our stock in the open market subject to availability of cash resources and compliance with our debt covenants. As of March 31, 2017 , our authority under our board-approved stock repurchase program was $86.8 million . There is no expiration date for the program.

Debt

Our long-term debt obligations, without reduction for related issuance costs, decreased from $813.2 million as of December 31, 2016 to $808.6 million as of March 31, 2017 .

Sources and Uses of Cash

Operating Activities. During the three months ended March 31, 2017 , our operating activities provided $147.0 million of cash compared to $160.4 million during the same period of 2016 . The year-over-year decrease in reported cash inflows was primarily impacted by the $30.3 million decrease in net income.

Operating cash inflows are primarily derived from providing air transportation and related ancillary products and services to customers, and we expect to use that cash flow to purchase aircraft and equipment, make scheduled debt payments, and return capital to shareholders through share repurchases and dividends.

Investing Activities. Cash used in investing activities was $125.4 million for the three months ended March 31, 2017 compared to $66.1 million for the same period in 2016 . The year-over-year increase is due mostly to our net cash used to purchase investment securities (net of proceeds from maturities) of $67.2 million in 2017, compared to $1.5 million net cash received from proceeds of investment maturities (net of purchases) in 2016. We also had $58.5 million in property and equipment purchases (including pre-delivery deposits) in the first three months of 2017 compared to $71.7 million in the same period of 2016.

Financing Activities. Cash used in financing activities for the three months ended March 31, 2017 was $21.5 million compared to $79.3 million for the same period in 2016 , mostly related to a decrease in dividends paid and share repurchases in the current quarter. In first quarter 2017, we repurchased common stock for $4.9 million and paid cash dividends of $11.7 million , compared to the repurchase of common stock for $55.6 million and payment of cash dividends of $32.8 million ($27.7 million of which was a special dividend declared in December 2015) in the same period of 2016. We also paid $4.4 million in debt payments net of proceeds in first quarter 2017, compared to $9.3 million of proceeds from the issuance of debt net of principal payments during the same period in 2016 .

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

We have made forward-looking statements in this quarterly report on Form 10-Q, and in the section entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” that are based on our management’s beliefs and assumptions, and on information currently available to our management. Forward-looking statements include information concerning our possible or assumed future results of operations, business strategies, fleet plan, financing plans, competitive position, industry environment, potential growth opportunities, future service to be provided and the effects of future regulation

and competition. Forward-looking statements include all statements that are not historical facts and can be identified by the use of forward-looking terminology such as the words “believe,” “expect,” “anticipate,” “intend,” “plan,” “estimate,” “project” or similar expressions.
Forward-looking statements involve risks, uncertainties and assumptions. Actual results may differ materially from those expressed in the forward-looking statements. Important risk factors that could cause our results to differ materially from those expressed in the forward-looking statements may be found in our periodic reports filed with the Securities and Exchange Commission at www.sec.gov. These risk factors include, without limitation, an accident involving or problems with our aircraft, our reliance on automation systems, limitation on growth as we transition to a single fleet type, risk of breach of security of personal data, volatility of fuel costs, labor issues and costs, the ability to obtain regulatory approvals as needed, the effect of economic conditions on leisure travel, debt covenants and balances, the ability to finance aircraft under contract, terrorist attacks, risks inherent to airlines, the competitive environment, our reliance on third parties who provide facilities or services to us, the possible loss of key personnel, economic and other conditions in markets in which we operate, governmental regulation, increases in maintenance costs and cyclical and seasonal fluctuations to our operating results.

Any forward-looking statements are based on information available to us today and we undertake no obligation to publicly update any forward-looking statements, whether as a result of future events, new information or otherwise.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

A description of our critical accounting policies is included in Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2016 . There has been no material change to these policies during the three months ended March 31, 2017.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are subject to certain market risks, including commodity prices (specifically aircraft fuel). The adverse effects of changes in these markets could pose potential losses as discussed below. The sensitivity analysis provided 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 be significantly impacted by changes in the price and availability of aircraft fuel, as aircraft fuel expense represented 27.9 percent of our operating expenses for the three months ended March 31, 2017 . Increases in fuel prices, or a shortage of supply, could have a material impact on our operations and operating results. Based on our fuel consumption for the three months ended March 31, 2017 , a hypothetical ten percent increase in the average price per gallon of fuel would have increased fuel expense by approximately $8.6 million. We have not hedged fuel price risk in recent years.

Interest Rates

As of March 31, 2017 , we had $468.1 million of fixed-rate debt, including current maturities and excluding related costs, which had a fair value of $482.9 million. A hypothetical 100 basis point change in market interest rates would not impact interest expense or have a material effect on the fair value of our fixed-rate debt instruments as of such date.

See Item 7A "Quantitative and Qualitative Disclosures About Market Risk" in the Company's Annual Report on Form 10-K for the year ended December 31, 2016, for further information about market risk.

Item 4. Controls and Procedures

As of March 31, 2017 , under the supervision and with the participation of our management, including our chief executive officer (“CEO”) and chief financial officer (“CFO”), we evaluated the design and operation of our disclosure controls and procedures of the Securities Exchange Act of 1934, as amended, or the “Exchange Act.” Based on this evaluation, our management has concluded that our disclosure controls and procedures are designed, and are effective, to give reasonable assurance that the information we are required to disclose is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Based upon this evaluation, management concluded that our disclosure controls and procedures are effective in providing reasonable assurance that information required to be disclosed in our reports filed with the SEC under the Exchange Act is accumulated and communicated to management as appropriate to allow timely decisions regarding required disclosure.

There were no changes in our internal control over financial reporting that occurred during the quarter ending March 31, 2017 , that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

We are subject to certain legal and administrative actions we consider routine to our business activities. We believe the ultimate outcome of any pending legal or administrative matters will not have a material adverse impact on our financial position, liquidity or results of operations.

Item 1A. Risk Factors

We have evaluated our risk factors and determined there are no changes to the risk factors set forth in Part I, Item 1A of our Annual Report on Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Our Repurchases of Equity Securities

The following table reflects the repurchases of our common stock during the first quarter 2017 :

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of our Publicly Announced Plan	Approximate Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs (in thousands) (2)
January	None	N/A	None	
February	22,896	$ 165.24	15,440	
March	6,954	163.81	None	
Total	29,850	$ 164.91	15,440	$ 86,836

(1) Includes shares repurchased from employees who vested a portion of their restricted stock grants. These share 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 income tax withholding requirements.

(2) Represents the remaining dollar amount of open market purchases of our common stock which has been authorized by the Board under a share repurchase program.

Item 3. Defaults Upon Senior Securities

None

Item 4. Mine Safety Disclosures

Not applicable

Item 5. Other Information

None

Item 6. Exhibits

3.1	Articles of Incorporation. (1)
3.2	Bylaws of the Company as amended on February 17, 2015 (2)
10.1	Employment Agreement dated March 27, 2017, between the Company and M. Ponder Harrison
10.2	Restricted Stock Agreement dated March 27, 2017, between the Company and M. Ponder Harrison
12	Calculation of Ratio of Earnings to Fixed Charges of Allegiant Travel Company
31.1	Rule 13a - 14(a) / 15d - 14(a) Certification of Principal Executive Officer
31.2	Rule 13a - 14(a) / 15d - 14(a) Certification of Principal Financial Officer
32	Section 1350 Certifications
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

(1) Incorporated by reference to Exhibit filed with Registration Statement #333-134145 filed by the Company with the Commission and amendments thereto.

(2) Incorporated by reference to Exhibit 3.2 to the Quarterly Report on Form 10-Q for the quarter ended September 30, 2016, filed with the Commission on November 1, 2016.

SIGNATURES

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.

ALLEGIANT TRAVEL COMPANY

Date:	May 2, 2017	By:	/s/ Scott Sheldon
			Scott Sheldon, as duly authorized officer of the Company (Chief Financial Officer) and as Principal Financial Officer

EXHBIT 10.1

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of the 27th day of March, 2017 by and between M. PONDER HARRISON (hereinafter "Executive"), whose address is 740 Arden Close NW, Atlanta, Georgia 30327, and ALLEGIANT TRAVEL COMPANY, a Nevada corporation (hereinafter "the Company"), whose address is 1201 N. Town Center Drive, Las Vegas, Nevada 89144.

W I T N E S S E T H

WHEREAS , the Company desires to employ Executive as its executive vice president- chief marketing officer and Executive desires to be so employed pursuant to and in accordance with the terms and conditions hereinafter set forth; and

NOW, THEREFORE, for and in consideration of the above premises, the terms and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Executive and the Company, it is hereby agreed as follows:

1. Employment . The Company hereby employs Executive and Executive hereby accepts employment by the Company upon all of the terms and conditions as are hereinafter set forth. Terms of employment with the Company are also governed by the Company's employment policies in effect from time to time. The Company shall provide a copy of such employment policies to Executive upon request. In the event of any conflict between the terms of this Agreement and the generally applicable employment policies, the terms of this Agreement shall prevail.

2. Scope of Services .

A. Executive shall be employed by the Company as the executive vice president-chief marketing officer of the Company. Executive shall report to the Company's President ("President") and Board of Directors ("Board"). Executive's duties shall include those indicated above and such other duties assigned to him by the President or the Board from time to time.

Executive's services are mutually agreed to be unique personal services. Executive acknowledges that the Company is relying upon Executive's experience, expertise and other qualifications in entering into this Agreement. Executive shall not assign or delegate any right, obligation or duty hereunder to any other person or entity without the express written consent of the Company.

B. During Executive's period of service hereunder, Executive agrees to perform such services not inconsistent with Executive's position as shall from time to time be assigned to Executive by the Company's President or Board. During the term of this Agreement, except for disability, illness and vacation periods, Executive shall devote Executive's full productive time, attention and energies to the position of executive vice president-chief marketing officer of the Company and its operating subsidiaries.

C. Executive shall be required to reside in Las Vegas, Nevada during his employment under this Agreement.

D. Executive's expenditure of reasonable amounts of time in connection with outside activities, not competitive with the business of the Company, such as outside directorships or charitable activities, shall not be considered in contravention of this Agreement so long as such activities do not interfere with his performance of this Agreement. Further, it is understood and agreed by the parties hereto that Executive is entitled to engage in passive and personal investment activities not interfering with his performance of this Agreement.

3. Limitations of Duties . Executive shall not, without consent first being given by the Company, which consent may be general authority from the Company:

A. Take part in activities detrimental to the best interests of the Company, including rendering any services to any other firm or entity which conflict or interfere with the performance of Executive's duties hereunder.

B. Exceed any limitations on his authority that may be established by the Board.

C. Enter into any contract, oral or written, in the name of, for or on behalf of the Company other than in the ordinary course of business.

D. Use any money belonging to the Company or pledge its credit other than in the ordinary course of business.

E. Commit or suffer to be committed any act whereby the Company's property may be subject to attachment or seizure.

F. Cause the Company to become a guarantor, surety or endorser or give any note for the benefit of any other person whomsoever.

Upon a breach of any provision under this Item 3, the Company shall have the right to terminate this Agreement for cause as set forth in Item 6E hereof and to pursue any other remedies available to the Company as a result of such breach.

Executive shall indemnify and hold the Company harmless from and against any and all damages, actions, causes of action, claims and other liabilities, contingent or otherwise, directed toward the Company by others as a result of Executive's violation of any of the provisions of this Item 3.

4. Compensation.

A. Equity Grants. Upon the effective date of this Agreement, Employee will be granted 48,000 shares of restricted stock (the "Restricted Stock") under the Company's 2016 Long-Term Incentive Plan.

B. Restricted Stock. The Restricted Stock will be subject to the terms of a Restricted Stock Agreement to be entered into between the Company and Executive to evidence this grant. The Restricted Stock will vest in six (6) equal semi-annual installments commencing on the date that is six (6) months after the date of grant. Unvested Restricted Stock will be subject to accelerated pro-rata vesting to the extent provided in this Agreement. Executive shall be entitled to vote all vested and unvested shares of Restricted Stock and to receive all dividends paid thereon, until and unless such time as such shares of Restricted Stock are forfeited in accordance with the terms of the Restricted Stock Agreement evidencing such grant.

C. No Base Compensation. The equity grants described above are intended to be the sole compensation payable to Executive under this Agreement. As such, Executive shall not be entitled to any base salary.

D. No Participation in Annual Bonus Plan. The equity grants described above are intended to be the sole compensation payable to Executive under this Agreement. As such, Executive shall not be entitled to participation in the Company's annual bonus plan. However, Executive may be granted a discretionary cash bonus for extraordinary performance in such amount as may be determined by the Board in its sole discretion.

E. Participation in Future Equity Grants. It is not anticipated that Executive will participate in annual equity grants to the Company's senior officers, but in the event of extra- ordinary performance, the Board may, in its sole discretion, choose to provide an equity grant to Executive in such amount as the Board may determine.

F. Fringe Benefits. The Company shall provide Executive health and dental insurance for Executive and his wife at the Company's cost and such vacation time, sick leave and other fringe benefits, including but not limited to participation in any pension, 401(k) and employee benefit plans that may be maintained by the Company from time to time as are made generally available to other management employees of the Company in accordance with Company policies. The Company reserves the right to change the benefits available under its benefit plans at any time or times.

G. Positive Space Travel. Executive shall be entitled to passes for air travel on the flights of the Company (and any successor-in-interest to the Company) for Executive and his spouse on a positive space basis at no cost to Executive.

H. Expense Reimbursement. In addition, the Company shall reimburse Executive for any expenses incurred by Executive in connection with the business of the Company, as approved by the Company. These expenses may include expenses for travel, business promotion, association memberships, and any other expenses as may be approved by the President or Board from time to time. The Company shall reimburse Executive for such out-of-pocket expenses by the tenth (10th) day of the month following the month in which such expenses were incurred (and appropriate documentation thereof has been provided to the Company). The Company may issue to Executive a company credit card. In such event, Executive agrees to use such card only for the expenses reimbursable under this paragraph. Executive agrees to keep the card securely. In the event of loss or theft, the issuing authority and the Company shall be informed immediately. The card shall be returned to the Company forthwith on the termination of Executive's employment for any reason whatsoever.

I. Payroll Taxes. Executive shall bear full responsibility for the employee portion of all payroll taxes. Such amounts may be paid, at Executive's request, by the cancellation of such number of shares of Restricted Stock upon vesting as may be necessary to fund the payroll tax obligation based on a value equal to the closing stock price of the Company's stock on the last trading day prior to the date of vesting.

J. Deductions. If any cash compensation is paid to Executive hereunder, then deductions shall be made from Executive's salary for social security, Medicare, federal and state withholding taxes, and any other such taxes as may from time to time be required by governmental authority.

K. The compensation provided for Executive hereunder is inclusive of any fees received by Executive as an officer of the Company or any other company or corporate body in which Executive holds an office as a nominee or representative of the Company. Any such amounts received by Executive shall be paid over to the Company.

L. Clawback Agreement. In accordance with the Company's clawback policy, Executive hereby agrees to reimburse the Company for all or any portion of any bonuses or incentive or equity-based compensation if the Compensation Committee in good faith determines: (a) the payment or grant was based on the achievement of certain financial results that were subsequently the subject of a material financial restatement (other than as a result of a change in accounting principles) and a lower payment or award would have occurred based upon the restated financial results; or (b) the Executive engaged in fraud or intentional misconduct related to the Company or its business. In each such instance, the Company will, to the extent practicable and allowable under applicable law, require reimbursement of any bonus or incentive or equity based compensation awarded or effect the cancellation of any unvested or deferred stock awards previously granted to the Executive in the amount by which the Executive's bonus or incentive or equity based compensation for the relevant period exceeded the lower payment that would have been made based on the restated financial results, or such other amount as determined by the Compensation Committee, provided that the Company will not be entitled to recover bonuses or incentive or equity based compensation paid more than three years prior to the date the applicable restatement is disclosed. The Company agrees that the initial grant of Restricted Stock is not subject to clawback.

5. Term . The initial term of this Agreement shall commence as of March 27, 2017 (the "Effective Date") and shall continue until March 27, 2020. The term may be extended from year to year thereafter upon written agreement of the parties specifying the compensation arrangement for the extension period.

6. Termination :

A. This Agreement shall be terminated upon Executive's death or upon a physician certified disability which permanently or indefinitely renders Executive unable to perform his usual duties on behalf of the Company. In the event of a termination for death or disability, all outstanding stock options, restricted stock grants and stock appreciation rights held by Executive at the time shall become vested on a pro rata basis through the end of the last calendar month ending on or before the Termination Date (as hereinafter defined). By way of example, if 8,000 shares of Restricted Stock are to vest on March 27, 2018 and the Termination Date is January 27, 2018 (four months after the last vesting date), then four-sixths or 5,333 of the shares of Restricted Stock to have vested on March 27, 2018, shall become vested on the January 27, 2018 Termination Date.

B. Executive may, without "Good Reason" (as defined in paragraph D below), terminate this Agreement by giving to the Company ninety (90) days prior written notice and such termination shall be effective on the date specified by Executive but in no event earlier than the ninetieth (90th) day following the date of such notice. In such event, Executive shall continue to render his services up to the Termination Date if so requested by the Company. In the event of such a resignation without Good Reason, all then unvested stock options, restricted stock grants and stock appreciation rights held by Executive shall be immediately forfeited.

C. The Company may, without "Cause" (as defined in paragraph E below), terminate this Agreement at any time by giving to Executive written notice and such termination shall be effective on the date specified by the Company. At the option of the Company, Executive shall immediately cease performing his duties hereunder upon receipt of the notice. If terminated without Cause pursuant to this paragraph C, Executive shall be entitled to continue to participate in the Company's fringe benefits for six (6) months following Executive's termination and all outstanding stock options, restricted stock grants and stock appreciation rights held by Executive at the time shall become vested on a pro rata basis through the end of the last calendar month ending on or before the Termination Date.

D. Executive may terminate this Agreement immediately for "Good Reason". For purposes of this Agreement, Good Reason shall be defined as (i) failure of the Company to make any payment or provide any benefit to Executive hereunder, which failure is not cured within thirty (30) days after the Company's receipt of written notice of such default, or (ii) a material diminution of Executive's duties and responsibilities or his title without Executive's consent; (iii) the imposition of a requirement on Executive to report to a new President or to another officer unless approved by Executive, or (iv) the principal location at which Executive is to perform his duties is relocated to a place more than fifty (50) miles from Las Vegas, Nevada. Any termination under this paragraph D shall take effect immediately upon the Company's receipt of written notice from Executive after the expiration of any applicable cure period. If Executive terminates this Agreement for "Good Reason" pursuant to this paragraph D, Executive shall be entitled to continue to participate in the Company's fringe benefits for six (6) months following Executive's termination and all outstanding stock options, restricted stock grants and stock appreciation rights held by Executive at the time shall become vested on a pro rata basis through the end of the last calendar month ending on or before the Termination Date.

E. The Company may terminate this Agreement immediately for "Cause". For purposes of this Agreement, "Cause" shall be defined as any of the following: (i) Executive shall commit a felony or other act involving moral turpitude, which other act is materially detrimental to the Company; (ii) Executive shall knowingly commit any act of prohibited conduct as set forth in Item 3 of this Agreement; (iii) Executive shall commit any act, specifically including but not limited to drug or alcohol abuse, which act is materially harmful to the Company, or which in the reasonable opinion of the Company's Board brings the Company into disrepute; (iv) Executive shall commit any act of fraud, dishonesty, theft or misappropriation, whether or not related to his activities on behalf of the Company, including providing false reports or accounts to the Company or deliberately making false statements about the Company, its services, employees, customers or suppliers; (v) intentional or repeated material neglect of Executive's duties; (vi) breach by Executive of any other material provision of this Agreement; (vii) Executive shall become the subject of a bankruptcy proceeding or otherwise make an arrangement or composition with creditors generally; (viii) Executive shall engage in anti-social behavior (such as fighting, indecency, harassment, sexual or racial harassment or discrimination, intimidation of others, physical violence or assault) during the course of performing duties for the Company or against another employee outside of work; (ix) Executive shall have possession of illegal drugs at the Company's workplace; or (x) Executive shall perform duties in a negligent or dangerous manner which causes or is likely to cause material loss or injury. This Agreement may not be terminated by the Company under subclause (v), (vi) or (x) of this Item unless and until the Company has provided Executive with written notice of such violative conduct and Executive has failed to cure (or fails to commence and thereafter diligently pursue the cure) such act within thirty (30) days after Executive's receipt of such written notice; provided, however, that no right to cure shall be available for a second or subsequent violation of the same provision within any twelve (12) month period. Any termination under this paragraph E shall take effect immediately upon Executive's receipt of written notice from the Company or expiration of any applicable cure period, whichever is later. The failure of the Company to terminate this Agreement for cause as a result of any of the foregoing at any one or more times shall not affect the Company's ability to terminate this Agreement for cause as a result of the subsequent occurrence of any act giving rise to "cause" hereunder, provided that Executive is still provided with a notice to cure if applicable in accordance with the above. In the event of such a termination for Cause, all then unvested stock options, restricted stock grants and stock appreciation rights held by Executive shall be immediately forfeited.

F. Upon termination, Executive shall have no obligation to provide any additional services, and except as expressly provided above, the Company shall only be obligated to pay to Executive the portion of any amounts due as of the termination date, together with all unreimbursed out-of-pocket expenses incurred by Executive.

G. Termination of Executive's Obligations . Executive's obligations under Items 7 and 8 of this Agreement shall survive the expiration of the term of this Agreement without renewal and termination of Executive's employment as provided in such Item.

H. Resignation of Positions upon Termination . On the termination of this Agreement for any reason whatsoever, Executive shall at the request of the Company immediately resign (without prejudice to any claims which Executive may have against the Company arising out of this Agreement or the termination thereof) from all and any offices which Executive may hold as an officer of the Company and from all other appointments or offices which Executive holds as a nominee or representative of the Company and if Executive should fail to do so, the Company is hereby irrevocably authorized to appoint another person in Executive's name and on Executive's behalf to sign any documents or do anything necessary or requisite to effect such resignation(s) and/or transfers.

I. Termination Date . For all purposes of this Agreement the "Termination Date" shall refer to the effective date of termination as set forth above.

7. Nonsolicitation of Employees . As a material inducement to the Company's employment of Executive, the provisions of this Item 7 shall apply.

A. For purposes of this Item, the following terms and provisions shall have the following meanings:

(i) "Prohibited Time Period" shall mean the period beginning on the date of execution hereof and ending on the date that is two (2) years after the termination of employment for any reason whatsoever of Executive.

(ii) "Prohibited Employee" means any employee, independent contractor or consultant of the Company who worked for the Company or its subsidiaries at any time within six (6) months prior to the Determination Date.

(iii) "Determination Date" shall mean any date as of which a determination is being made as to who is a Prohibited Employee.

B. Executive agrees that during the Prohibited Time Period, he shall not, for any reason, without the prior written consent of the Company, on his own behalf or in the service or on behalf of others, hire any Prohibited Employee or request or induce any Prohibited Employee to terminate that person's employment or relationship with the Company or to accept employment with any other person.

C. The parties agree that: (i) the covenants and agreements of Executive contained in this Item are reasonably necessary to protect the interests of the Company in whose favor said covenants and agreements are imposed in light of the nature of the Company's business and the professional involvement of Executive in such business; (ii) the restrictions imposed by this Item are not greater than are necessary for the protection of the Company in light of the substantial harm that the Company will suffer should Executive breach any of the provisions of said covenants or agreements; (iii) the covenants and agreements of Executive contained in this Item have been independently negotiated between the parties and served as a material inducement for the Company to enter into this Agreement; and (iv) the period of restriction referred to in this Item is fair and reasonably required for the protection of the Company.

D. Executive acknowledges that a material breach by Executive of any part of this Item will result in irreparable and continuing damage to the Company and any material breach or threatened breach of the covenants provided in this Item shall be subject to specific performance by temporary as well as permanent injunction or any other equitable remedies of any court of competent jurisdiction without any requirement of the Company to post bond or prove actual economic damage.

E. The covenants and agreements on the part of Executive contained in this Item shall be construed as agreements independent of any other agreement between Executive and the Company. The existence of any claim or cause of action of Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of each of such covenants and agreements or otherwise affect the remedies to which the Company is entitled hereunder.

F. If the provisions of this Item 7 should ever be adjudicated to exceed the time or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, or other limitation permitted by applicable law.

8. Confidential Information .

A. During the period beginning on the execution date of this Agreement and ending on the third (3 rd) anniversary of any termination or expiration of this Agreement, Executive agrees that he shall not, except in pursuit of the Company's business or with the prior written consent of the Company, for his own benefit or for the benefit of any other person or entity:

(i) directly or indirectly disclose, reveal, report, duplicate or transfer any Confidential Information to any other person or entity outside of the Company;

(ii) directly or indirectly aid, encourage, direct or allow any other person or entity outside of the Company to gain possession of or access to Confidential Information;

(iii) directly or indirectly copy or reproduce Confidential Information, except as required as part of Executive's duties; or

(iv) directly or indirectly use, sell or exploit any Confidential Information or aid, encourage, direct or allow any other person or entity to use, sell or exploit any Confidential Information.

This covenant shall not apply to any Confidential Information now or hereafter voluntarily disseminated by the Company to the public, or which otherwise has become part of the public domain through means other than a breach of Executive's duty of confidentiality hereunder. "Confidential Information", for purposes of this Agreement, shall mean information of the Company that constitutes a trade secret or confidential information under Nevada law and shall include, but not be limited to, all relevant information (whether or not reduced to writing and in any and all stages of development), concerning the Company and its services, plans, business practices, methods of operation, financial information, names or lists of names of employees, contractors, suppliers and customers, employee compensation and benefits, other personal employee information, interpretations, surveys, forecasts, marketing plans, development plans, notes, reports, market analyses, specialized software and databases and other information related to suppliers and customers that could be used as a competitive advantage by competitors if revealed or disclosed to such competitors or to persons or entities revealing or disclosing same to such competitors; together with any and all extracts, summaries and photo, electronic or other copies or reproductions, in whole or in part, stored in whatever medium. Confidential Information also includes business information of the Company now known by Executive, or in Executive's possession, or hereafter learned or acquired by Executive that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. Confidential Information may be written or oral, expressed in electronic media or otherwise disclosed, and may be tangible or intangible. Confidential Information also includes any information made available to the Company by its customers or other third parties and which the Company is obligated to keep confidential. Executive acknowledges that the Confidential Information is secret, confidential and proprietary to the Company and has been or will be disclosed to and/or obtained by Executive in confidence and trust for the sole purpose of using the same for the sole benefit of the Company.

B. Executive hereby acknowledges and agrees that (i) the Company has expended considerable and substantial time, effort and capital resources to develop the Confidential Information, (ii) the Confidential Information is innovative and must receive confidential treatment to protect the Company's competitive position in the market and the Company's proprietary interest therein from irreparable damage, (iii) Executive, by virtue of his relationship with the Company, has had and will have access to the Confidential Information, and (iv) the Confidential Information and all physical embodiments or other repositories of the same shall be and at all times remain the sole and exclusive property of the Company.

C. Since irreparable harm will otherwise result to the Company in the event of a breach or threatened breach by Executive of the provisions of Item 8A, the Company shall be entitled to an injunction restraining Executive from disclosing, in whole or in part, any Confidential Information, or from rendering any services to any person, firm, company, association or other entity to whom such Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed. Executive waives any requirement for the Company to post a bond or prove actual economic damage prior to seeking injunctive relief.

9. Company Property .

A. Executive acknowledges that all recorded information, including without limitation all notes, memoranda, records, laboratory reports, documents, papers, computer disks, tapes or other storage media and all other papers and documents whatsoever which may have been prepared by Executive or have come into Executive's possession or control in the course of employment with the Company (the "Documents") and other materials owned or used by the Company shall at all times remain the sole property of the Company.

B. Executive agrees to promptly, upon request of the Company and in any event upon the termination of Executive's employment with the Company for any reason whatsoever, forthwith return to the Company all property whatsoever belonging to the Company including, without limitation, any laptop computer belonging to the Company, security passes, credit cards and all copies of the Documents which have come into Executive's possession or control in the course of employment with the Company and Executive shall not be entitled to and shall not retain any copies thereof.

10. Professional Responsibility.

A. Executive agrees that he will provide in connection with the performance of all services under this Agreement the skill and diligence normally provided by competent professionals in the performance of services similar to that contemplated by this Agreement.

B. Both parties acknowledge and agree that a fiduciary and confidential relationship has commenced and will continue to exist between them and that said relationship will continue during the term of this Agreement.

C. Executive represents that he has no conflicts of interest in rendering his professional services to the Company.

D. Executive shall not during the course of his employment (except as a representative or nominee of the Company or otherwise with the prior consent in writing of the Board) be directly or indirectly engaged, concerned or interested in any other business which: (i) is wholly or partly in competition with any business carried on by the Company by itself or in partnership, common ownership or as a joint venture with any third party; or (ii) is a supplier to or customer of the Company, provided that Executive may own not more than one percent (1%) of the issued shares of any company which is publicly held and listed on a national stock exchange or on the Nasdaq Stock Market.

E. Subject to any regulations from time to time issued by the Company, Executive shall not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted (whether or not by Executive) by or on behalf of the Company and if Executive (or any firm or company in which Executive is directly or indirectly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement, Executive shall account to the Company for the amount received by Executive or the amount received by such firm or company.

F. As an inducement to the Company to enter into this Agreement, Executive represents and warrants that: (i) he is not a party to any other agreement or obligation for personal services; (ii) there exist no impediments or restraints, contractual or otherwise, on Executive's power, right or ability to enter into this Agreement and to perform his duties and obligations hereunder; (iii) the performance of his obligations under this Agreement do not and will not violate or conflict with any agreement relating to confidentiality, non-competition or exclusive employment to which Executive is or was subject; and (iv) Executive has not been involved in any legal proceedings that would be required to be disclosed in response to Item 401(f) of Regulation S-K promulgated under the Securities Act of 1933, as amended. As an inducement to Executive to enter into this Agreement, the Company represents and warrants that there exist no impediments or restraints, contractual or otherwise, on the Company's power, right or ability to enter into this Agreement and to perform its duties and obligations hereunder.

11. Ownership Of Works and Materials.

A. Executive agrees that all Works (as defined below) and Materials (as defined below) are the sole and exclusive property of the Company.

B. Executive also specifically acknowledges and agrees that any tangible expression of any Works or Materials were developed, made or invented exclusively for the benefit of and are the sole and exclusive property of the Company or its successors and assigns as "works for hire" under Section 201 of Title 17 of the United States Code.

C. In the event that any Works or Materials are deemed not to be a work for hire, Executive agrees to assign, and does hereby irrevocably assign, to the Company all of his right, title and interest in and to such Works and Materials. Executive further agrees to take any actions, including the execution of documents or instruments, which the Company may reasonably require to effect Executive's assignment of rights pursuant to this Item 11C, and Executive hereby constitutes and appoints, with full power of substitution and resubstitution, the Company as Executive's attorney-in-fact to execute and deliver any documents or instruments which Executive has agreed to execute and deliver pursuant to this Item 11C.

D. Executive hereby waives and releases in favor of Company all rights in and to the Works and Materials and agrees that Company shall have the right to revise, condense, abridge, expand, adapt, change, modify, add to, subtract from, re-title or otherwise modify the Works and Materials without Executive's consent.

E. For purposes of this Item 11, "Works" means any work, studies, reports or analyses devised, developed, designed, formulated or reduced to writing by Executive at any time while Executive is or has been employed by the Company, including, without limitation any and all compositions or works of authorship, concepts, compilations, abridgments, or other form in which Executive may directly or indirectly recast, transform or adapt any of the foregoing.

F. For purposes of this Item 11, "Materials" means any product, model, document, instrument, report, plan, proposal, specification, manual, tape, and all reproductions, copies or facsimiles thereof, or any other tangible item which in whole or in part contains, embodies or manifests, whether in printed, handwritten, coded, magnetic, digital or other form, any Works.

G. In order to avoid any ambiguity in connection with the creation of any Work which Executive claims is not covered by this Agreement, Executive agrees to disclose in writing to the Company complete details on any Works that are devised, developed, designed, formulated or reduced to writing by Executive at any time while Executive is or has been employed by the Company. Such disclosure shall be made promptly upon development, design or formulation with respect to any Works created while Executive is employed by the Company, and shall be disclosed in writing pursuant to such form as the Company may from time to time provide.

12. Business Opportunities. For so long as Executive is employed by the Company, Executive will not, without the prior written consent of the Company (which consent may be withheld by the Company in the exercise of its absolute discretion), engage, directly or indirectly, in any business, venture or activity that Executive is aware or reasonably should be aware that the Company or any affiliate of the Company is engaged in, intends at any time to become engaged in, or might become engaged in if offered the opportunity, or in any other business, venture or activity if the Company reasonably determines that such activity would adversely affect the business of the Company or any affiliate thereof or the performance by Executive of any of Executive's duties or obligations to the Company.

13. Privacy Waivers.

A. The Company reserves the right to stop and search any employee or property of any employee when entering or leaving the Company's premises.

B. The Company reserves the right to monitor at any time telephone calls, electronic communications and information transmitted on Company networks or on computer equipment which is owned by the Company or on computers on Company premises that are used for Company business.

14. Notice. All notices required or sent hereunder shall be sent by personal delivery, overnight priority mail via a nationally recognized overnight delivery company, or by certified mail, return receipt requested to the address of the party entitled to receive the notice as set forth above. Notices sent in accordance with this paragraph shall be deemed received upon personal delivery, one (1) business day after delivery to a nationally recognized overnight delivery company or five (5) days after mailed, as aforesaid.

15. Breach by the Company. If there is a dispute regarding the payment of any sum by the Company hereunder, the Company shall not be deemed to have failed to have made a payment hereunder if pending the resolution of such dispute, the Company pays the amount in dispute into court or into an escrow account at the Company's bank or with the Company's counsel.

16. Remedies Not Exclusive. The rights, remedies and benefits herein expressly specified are cumulative and not exclusive of any rights, remedies or benefits which any party may otherwise have.

17. Invalid Provisions. The invalidity of any one or more of the clauses or words contained in this Agreement shall not affect the reasonable enforceability of the remaining provisions of this Agreement, all of which are inserted herein conditionally upon being valid in law; and in the event that one or more of the words or clauses contained herein shall be invalid, this instrument shall be construed as if such invalid words or clauses had not been inserted or, alternatively, said words or clauses shall be reasonably limited to the extent that the applicable court interpreting the provisions of this Agreement considers to be reasonable.

18. Binding Effect. This Agreement, as it relates to restrictions applicable to Executive, is a personal contract and the rights and interests of Executive hereunder may not be sold, transferred, assigned, pledged or hypothecated. However, this Agreement shall inure to the benefit of and be binding upon Company and its successors and assigns including, without limitation, any corporation or other entity into which Company is merged or which acquires all or substantially all of the outstanding ownership interests or assets of Company.

19. Jurisdiction. Each of the undersigned further agrees that any action or proceeding brought or initiated in respect of this Agreement may be brought or initiated in the United States District Court for the State of Nevada or in any District Court located in Clark County, Nevada, and each of the undersigned consents to the exercise of personal jurisdiction and the placement of venue in any of such courts, or in any jurisdiction allowed by law, in any such action or proceeding and further consents that service of process may be effected in any such action or proceeding in the manner provided in Section 14.065 of the Nevada Revised Statutes or in such other manner as may be permitted by law. Each of the undersigned further agrees that no such action shall be brought against any party hereunder except in one of the courts above named.

20. Attorney's Fees. In the event an action is taken by either party to enforce this Agreement or resolve a dispute in connection herewith, the prevailing party shall be entitled to recover the costs incurred with the prosecution and defense of such action, including reasonable attorney's fees.

21. Miscellaneous. This Agreement shall be construed under and governed by the laws of the State of Nevada other than its conflicts of laws principles. This Agreement contains the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations relating to the same subject matter. This Agreement may only be modified by a written instrument signed by each of the parties hereto. No provisions of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof. Failure to require strict compliance with any term or provision of this Agreement shall not constitute a waiver of a party's right to insist upon strict compliance with each and every provision of this Agreement. No waiver of any terms and conditions of this Agreement shall be deemed to be a waiver of any subsequent breach of that or any other term of condition. This

Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and same instrument. The provisions of Item 3 (the last paragraph), 4L, 6H, 7, 8, 9, 11 and 14 through 21 shall survive the termination of this Agreement and Executive's employment with the Company. This Agreement may be executed by any party by delivery of a facsimile or pdf signature, which signature shall have the same force as an original signature. Any party which delivers a facsimile or pdf signature shall promptly thereafter deliver an originally executed signature to the other party; provided, however, that the failure to deliver an original signature page shall not affect the validity of any signature

delivered by facsimile or pdf. The paragraph headings contained in this Agreement are for reference only and shall not be deemed to impart substantive meeting to any provision of this Agreement. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request and direction of the parties, at arm's length, with the advice and participation of counsel, and shall be interpreted in accordance with its terms and without favor to any party.

IN WITNESS WHEREOF , this Agreement has been signed, sealed and delivered as of the date and year first above written.

EXECUTIVE:

/s/ M. Ponder Harrison
M. PONDER HARRISON

COMPANY:

ALLEGIANT TRAVEL COMPANY

By: /s/John Redmond

Title: President

EXHIBIT 10.2

ALLEGIANT TRAVEL COMPANY
RESTRICTED STOCK
AGREEMENT

This Restricted Stock Agreement (the "Agreement") is made as of March 27, 2017 ("Date of Grant") between Allegiant Travel Company, a Nevada corporation (the "Company") and M. Ponder Harrison ("Grantee").

1. LONG- TERM INCENTIVE PLAN . The restricted stock granted under this Agreement shall be subject to the terms, conditions and restrictions of the Allegiant Travel Company 2016 Long-Term Incentive Plan (the "Plan"). A copy of the Plan is available to Grantee upon request and is incorporated in this Agreement by this reference. Terms used in this Agreement that are defined in the Plan shall have the same meaning as in the Plan, unless the text of this Agreement clearly indicates otherwise.

2. RESTRICTED STOCK AWARDS .

A. The Company hereby grants to Grantee a total of 48,000 shares of the Company's Common Stock (the "Restricted Stock") subject to the terms and conditions set forth below.

B. The number of shares of common stock issued to the Grantee as Restricted Stock shall be recorded in the records of the Company.

C. The Restricted Stock has been awarded as compensation to the Grantee for services to be rendered over the vesting period provided for herein.

D. This Agreement sets forth the terms, conditions and restrictions applicable to the Restricted Stock granted to Grantee.

3. RESTRICTIONS .

A. The Restricted Stock has been awarded to the Grantee subject to the transfer and forfeiture conditions set forth in Paragraph C below (the "Restrictions") which shall lapse, if at all, as described in Section 4 below. For purposes of this Award, the term Restricted Stock includes any additional shares of stock granted to the Grantee with respect to any Restricted Stock (e.g., shares issued upon a stock dividend or stock split) prior to the vesting of the Restricted Stock.

B. Grantee may not directly or indirectly, by operation of law or otherwise, voluntarily or involuntarily, sell, assign, pledge, encumber, charge or otherwise transfer (a "transfer") any of the Restricted Stock prior to vesting as provided in Section 4 below. Any transfer or attempted transfer prior to such time shall be null and void and of no effect whatsoever.

C. Except to the extent provided in that certain Employment Agreement between the Company and Grantee dated March 27, 2017, if the Grantee's employment with the Company terminates prior to the vesting of all Restricted Stock of the Grantee for any reason other than as set forth in Section 4 below, then the Grantee shall forfeit all of the Grantee's right, title and interest in and to the Restricted Stock not vested as of the date of such termination and such Restricted Stock shall be reconveyed to the Company as of the date of such termination without further consideration or any act or action by the Grantee.

D. The Restrictions imposed under this Section 3 shall apply to all shares of the Company's common stock or other securities issued with respect to Restricted Stock hereunder in connection with any merger, reorganization, consolidation, recapitalization, stock dividend or other change in corporate structure affecting the common stock of the Company which occurs prior to the vesting of the Restricted Stock.

4. EXPIRATION AND TERMINATION OF RESTRICTIONS . The Restrictions imposed under Section 3 above will expire and vesting of the Restricted Stock shall be as follows:

A. On September 27, 2017, the Restrictions will expire with respect to one-sixth (1/6) of the Restricted Stock of the Grantee not forfeited prior to that date;

B. On March 27, 2018, the Restrictions will expire with respect to an additional one-sixth (1/6) of the Restricted Stock of the Grantee not forfeited prior to that date;

C. On September 27, 2018, the Restrictions will expire with respect to an additional one-sixth (1/6) of the Restricted Stock of the Grantee not forfeited prior to that date;

D. On March 27, 2019, the Restrictions will expire with respect to an additional one-sixth (1/6) of the Restricted Stock of the Grantee not forfeited prior to that date;

E. On September 27, 2019, the Restrictions will expire with respect to additional one-sixth (1/6) of the Restricted Stock of the Grantee not forfeited prior to that date; and

F. On March 27, 2020, the Restrictions will expire with respect to the balance of the Restricted Stock of the Grantee not forfeited prior to that date.

5. ADJUSTMENTS . If the number of outstanding shares of common stock of the Company is changed as a result of a stock dividend, stock split or the like without additional consideration to the Company, the number of shares of Restricted Stock under this Agreement shall be adjusted to correspond to the change in the outstanding shares of the Company's common stock.

6. VOTING AND DIVIDENDS . Subject to the restrictions contained in Section 3 hereof, the Grantee shall have all rights of a stockholder of the Company with respect to the Grantee's Restricted Stock, including the right to vote the shares of the Grantee's Restricted Stock and the right to receive any cash or stock dividends, including dividends of stock of a company other than the Company. Stock dividends issued with respect to the Grantee's Restricted Stock shall be treated as additional shares of the Grantee's Restricted Stock (even if they are shares of a company other than the Company) that are subject to the same restrictions and other terms and conditions that apply to the shares with respect to which such dividends are issued. If a dividend is paid in other property, the Grantee will be credited with the amount of property which would have been received had the Grantee owned a number of shares of common stock equal to the number of shares of Restricted Stock credited to his/her account. The property so credited will be subject to the same restrictions and other terms and conditions applicable to the Restricted Stock under this Agreement and will be disbursed to the Grantee in kind simultaneously with the Restricted Stock to which such property relates.

7. DELIVERY OF SHARES . The shares of Restricted Stock of the Grantee will be issued in the name of the Grantee as Restricted Stock and will be held by the Company prior to vesting in certificated or uncertificated form. If a certificate for Restricted Stock is issued prior to vesting, such certificate shall be registered in the name of the Grantee and shall bear a legend in substantially the following form:

> "This certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture and restrictions against transfer) contained in a Restricted Stock Agreement dated March 27, 2017, between the registered owner of the shares represented hereby and Allegiant Travel Company. Release from such terms and conditions shall be made only in accordance with the provisions of such Agreement, copies of which are on file in the office of Allegiant Travel Company."

Upon request from the Company, the Grantee shall deposit with the Company a stock power, or powers, executed in blank and sufficient to reconvey the Restricted Stock to the Company upon any forfeiture of the Restricted Stock (or a portion thereof), in accordance with the provisions of this Agreement. Upon vesting of any Restricted Stock, any stock certificates and stock powers relating to such vested Restricted Stock shall be released to the Grantee upon request.

8. WITHHOLDING TAXES . The Company is entitled to withhold an amount equal to the Company's required minimum statutory withholding taxes for the respective tax jurisdiction attributable to any share of common stock or property deliverable in connection with the Restricted Stock. Grantee may satisfy any withholding obligation in whole or in part by electing to have the Company retain shares of the Restricted Stock having a Fair Market Value on the date of vesting equal to the minimum amount to be withheld. Fair Market Value for this purpose shall be the

closing price for a share of the Company's common stock on the day of vesting or if the vesting date is not a trading day for the Company's stock, then the last trading day before the date of vesting.

9. OTHER RIGHTS . The grant of Restricted Stock does not confer upon Grantee any right to continue in the employ of the Company and does not interfere with the right of the Company to terminate Grantee's employment at any time.

10. NOTICES . Any written notice under this Agreement shall be deemed given on the date that is three business days after it is sent by registered or certified mail, postage prepaid, addressed either to the Grantee at his/her address as indicated in the Company's employment records or to the Company at its principal office. Any notice may be sent using any other means (including personal delivery, expedited courier, messenger service, telecopy, ordinary mail or electronic mail) but no such notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

11. NONTRANSFERABILITY . This Agreement and all rights hereunder are nontransferable and nonassignable by the Grantee, other than by the last will and testament of Grantee or the laws of descent and distribution, unless the Company consents thereto in writing. Any transfer or attempted transfer except pursuant to the preceding sentence shall be null and void and of no effect whatsoever.

12. SECTION 83(b) ELECTION . Grantee may make an election to be taxed upon the grant of his/her Restricted Stock under Section 83(b) of the Internal Revenue Code of 1986, as amended. To effect such election, the Grantee must file an appropriate election with the Internal Revenue Service within thirty (30) days after the grant of the Restricted Stock and otherwise in accordance with the applicable Treasury Regulations.

13. AMENDMENT . This Agreement may not be amended except by a writing signed by the Company and Grantee.

14. HEIRS AND SUCCESSORS . This Agreement and all terms and conditions hereof shall be binding upon the Company and its successors and assigns, and upon the Grantee and his/her heirs, legatees and legal representatives.

15. INTERPRETATION . Any issues of interpretation of any provision of this Agreement shall be resolved by the Compensation Committee of the Board of Directors of the Company.

16. SEVERABILITY . The provisions of this Agreement, and of each separate section and subsection, are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

17. GOVERNING LAW; JURISDICTION . All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed according to the internal law and not the law of conflicts of the State of Nevada. Each of the undersigned further agrees that any action or proceeding brought or initiated in respect of this Agreement may be brought or initiated in the United States District Court for the State of Nevada or in any District Court located in Clark County, Nevada, and each of the undersigned consents to the exercise of personal jurisdiction and the placement of venue in any of such courts, or in any jurisdiction allowed by law, in any such action or proceeding and further consents that service of process may be effected in any such action or proceeding in the manner provided in Section 14.065 of the Nevada Revised Statutes or in such other manner as may be permitted by law. Each of the undersigned further agrees that no such action shall be brought against any party hereunder except in one of the courts above named.

18. WAIVER . The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or any other provision hereof.

19. DEEMED SIGNATURE; COUNTERPARTS . ***The Grantee may confirm his/her acceptance of the restricted stock grant evidenced hereby and the terms of this Agreement by logging onto the Plan administrator's website and electronically indicating his/her acceptance. As the Grantee's information on the Plan administrator's website is password protected, such acceptance shall be deemed to be the Grantee's acceptance absent Grantee's ability to establish that he/she did not accept this Agreement and that whoever indicated such acceptance did so without the Grantee's knowledge or acquiescence. Further, the acceptance by Grantee of any benefits from the***

ownership of stock granted under this Agreement (whether by voting the Restricted Stock, accepting dividends on the Restricted Stock, selling any shares of Restricted Stock or otherwise) shall also be deemed a confirmation by Grantee of his/her intent to be bound by the terms of this Agreement. If this Agreement is physically signed (which is not required), then it may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document, and all counterparts shall be construed together and shall constitute one instrument. If this Agreement is physically signed (which is not required), this Agreement may be executed by any party by delivery of a facsimile or pdf signature, which signature shall have the same force as an original signature. Any party which delivers a facsimile or pdf signature shall promptly thereafter deliver an originally executed signature to the other parties; provided, however, that the failure to deliver an original signature page shall not affect the validity of any signature delivered by facsimile or pdf. A facsimile, pdf or photocopied signature shall be deemed to be the functional equivalent of an original for all purposes.

IN WITNESS WHEREOF, the Company has executed this Agreement as of day and year first above written.

ALLEGIANT TRAVEL COMPANY

By: /s/John Redmond

Its: President

The undersigned Grantee hereby accepts, and agrees to, all terms and provisions of the foregoing Award.

Name: M. Ponder Harrison

Signature: /s/ M. Ponder Harrison

Date: March 27, 2017

Exhibit 12

Computation of Ratio of Earnings to Fixed Charges
(in thousands, except for ratio)

		Three Months Ended March 31, 2017
Earnings:		
Income before income taxes	$	66,111
Add: Fixed Charges		10,289
Add: Amortization of capitalized interest		35
Less: Interest capitalized		1,198
Less: Earnings from joint venture, net		(3)
Total earnings	$	75,240
Fixed charges:		
Interest costs (1)	$	9,599
Interest factor of operating lease expense (2)		690
Total fixed charges	$	10,289
Ratio of earnings to fixed charges (3)		7.31

(1) Interest costs include both interest expensed and capitalized, including amortization of deferred financing costs and original issue discount on debt.
(2) Interest factor of operating lease expense is based on an estimate which the Company considers to be a reasonable approximation.
(3) The ratio of earnings to fixed charges was computed by dividing earnings by fixed charges.

Exhibit 31.1

Certifications

I, Maurice J. Gallagher, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Allegiant Travel Company;

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 defined 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: May 2, 2017	/s/ Maurice J. Gallagher, Jr.
	Title: Principal Executive Officer

Exhibit 31.2

Certifications

I, Scott Sheldon, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Allegiant Travel Company;

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 defined 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: May 2, 2017

/s/ Scott Sheldon

Title: Principal Financial Officer

Exhibit 32

Allegiant Travel Company Certification under Section 906 of the Sarbanes/Oxley Act - filed as an exhibit to Form 10-Q for the Quarter Ended March 31, 2017

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Allegiant Travel Company (the “Company”) on Form 10-Q for the period ended March 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned, Maurice J. Gallagher, Jr., Chief Executive Officer of the Company, and Scott Sheldon, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of our knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Maurice J. Gallagher, Jr.	/s/ Scott Sheldon
Maurice J. Gallagher, Jr.	Scott Sheldon
Principal Executive Officer	Principal Financial Officer
May 2, 2017	May 2, 2017

The foregoing Certification shall not be deemed incorporated by reference by any general statement incorporating by reference this report into any filing under the Securities Act of 1933 or under the Securities Exchange Act of 1934, except to the extent that we specifically incorporate this information by reference, and shall not otherwise be deemed filed under such Acts.