SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2021

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**

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

Title of each class	**Trading Symbol**	**Name of each exchange on which registered**
Common Stock, $0.001 Par Value	ALGT	Nasdaq Global Select Market

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

None

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

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

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

Indicate by 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 (§ 229.405 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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

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	☐
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 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

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

The aggregate market value of common equity held by non-affiliates of the registrant was approximately $3.0 billion computed by reference to the closing sale price of the common stock on the Nasdaq Global Select Market on June 30, 2021, the last trading day of the registrant's most recently completed second fiscal quarter.

The number of shares of the registrant's common stock outstanding as of the close of business on February 14, 2022 was 18,112,028.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Proxy Statement to be used in connection with the solicitation of proxies to be voted at the registrant's annual meeting to be held on June 22, 2022, and to be filed with the Commission subsequent to the date hereof, are incorporated by reference into Part III of this Report on Form 10-K.

EXHIBIT INDEX IS LOCATED ON PAGE 74.

Allegiant Travel Company
Form 10-K
For the Year Ended December 31, 2021

Table of Contents

PART I		
ITEM 1.	Business	5
ITEM 1A.	Risk Factors	19
ITEM 1B.	Unresolved Staff Comments	28
ITEM 2.	Properties	29
ITEM 3.	Legal Proceedings	31
ITEM 4.	Mine Safety Disclosures	32
PART II		
ITEM 5.	Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	33
ITEM 6.	Selected Financial Data	35
ITEM 7.	Management's Discussion and Analysis of Financial Condition and Results of Operations	37
ITEM 7A.	Quantitative and Qualitative Disclosures about Market Risk	51
ITEM 8.	Financial Statements	52
ITEM 9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	88
ITEM 9A.	Controls and Procedures	89
ITEM 9B.	Other Information	90
PART III		
ITEM 10.	Directors, Executive Officers and Corporate Governance	92
ITEM 11.	Executive Compensation	93
ITEM 12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	94
ITEM 13.	Certain Relationships and Related Transactions, and Director Independence	95
ITEM 14.	Principal Accountant Fees and Services	96
PART IV		
ITEM 15.	Exhibits and Financial Statement Schedules	97
ITEM 16.	Form 10-K Summary	101
	Signatures	102

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

We have made forward-looking statements in this annual report on Form 10-K, 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 our statements regarding future expenses, revenues, earnings, ASM growth, fuel consumption, expected capital expenditures, number of contracted aircraft to be placed in service in the future, our ability to consummate announced aircraft transactions, timing of aircraft deliveries and retirements, number of possible future markets that may be served, the implementation of a joint alliance with Viva Aerobus, the development of our Sunseeker Resort, as well as other information concerning future results of operations, business strategies, financing plans, competitive position, industry environment, potential growth opportunities, the effects of future regulation and the effects of 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," “hope” 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 generally may be found in our periodic reports and registration statements filed with the Securities and Exchange Commission at *www.sec.gov.* These risk factors include, without limitation, the impact and duration of the COVID-19 pandemic on airline travel and the economy, liquidity issues resulting from the effect of the COVID-19 pandemic on our business, restrictions imposed on us as a result of accepting grants and loans under government payroll support programs, an accident involving, or problems with, our aircraft, public perception of our safety, our reliance on our automated systems, our reliance on third parties to deliver aircraft under contract to us on a timely basis, 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 impact of governmental regulations on the airline industry, the ability to finance aircraft under contract, the ability to obtain necessary U.S. and Mexican government approvals to implement the announced alliance with Viva Aerobus and to otherwise prepare to offer international service, terrorist attacks, risks inherent to airlines, our 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, the ability to successfully develop and finance a resort in Southwest Florida, governmental regulation, increases in maintenance costs and cyclical and seasonal fluctuations in our operating results.

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

Item 1. Business

Overview

We are a leisure travel company focused on providing travel and leisure services and products to residents of under-served cities in the United States. We were founded in 1997 and, in conjunction with our initial public offering in 2006, we incorporated in the state of Nevada. Our unique business model provides diversified revenue streams from various travel services and product offerings which distinguish us from other travel companies. We operate a low-cost, low utilization passenger airline marketed primarily to leisure travelers in under-served cities, allowing us to sell air transportation both on a stand-alone basis and bundled with the sale of air-related and third party services and products. In addition, we provide air transportation under fixed fee flight arrangements. Our developed nation-wide route network, pricing philosophy, direct distribution, advertising, and product offerings built around relationships with premier leisure companies, are all intended to appeal to leisure travelers and make it attractive for them to purchase air travel and related services and products from us.

In connection with our leisure travel focus, we have recommenced the construction of our Sunseeker Resort in Southwest Florida. In October 2021, we entered into a credit agreement with affiliates of Castlelake L.P. to finance up to $350 million of the remaining construction cost. With this funding, we expect to open the Resort in early 2023.

Below is a brief description of the travel services and products we provide to our customers:

Scheduled service air transportation. We provide scheduled air transportation on limited-frequency, nonstop flights predominantly between under-served cities and popular leisure destinations. As of February 14, 2022, our operating fleet consisted of 110 Airbus A320 series aircraft. As of that date, we were selling travel on 615 routes to 132 cities. In this document, references to "Airbus A320 series aircraft" are intended to describe both Airbus A319 and A320 aircraft.

Ancillary air-related products and services. We provide unbundled air-related services and products in conjunction with air transportation for an additional cost to customers. These optional air-related services and products include baggage fees, advance seat assignments, our own travel protection product, change fees, use of our call center for purchases, priority boarding, a customer convenience fee, food and beverage purchases on board, and other air-related services. The revenue for ancillary air-related products and services is reflected in the Passenger revenue income statement line item, along with scheduled service air transportation revenue and travel point redemptions from the co-branded Allegiant World Mastercard® credit card and our non-card loyalty program.

Third party products and services. We offer third party travel products such as hotel rooms and ground transportation (rental cars and hotel shuttle products) for sale to our passengers. The marketing component of revenue related to our co-branded credit card is also included for in this category.

Fixed fee contract air transportation. We provide air transportation through fixed fee agreements and charter service on a year-round and ad-hoc basis.

Other revenue. We have generated revenue from our non-airline activities including our Sunseeker Resort related golf course (temporarily closed since March 2020 and now under renovation), family entertainment centers (no longer operated, having all been closed in 2020), and our management solution to golf courses around the country (business sold in April 2021).

Allegiant 2.0

We continue to sharpen our focus on offerings to meet more of the travel and leisure needs of our customers. We have coined this next stage of our Company strategy as "Allegiant 2.0" which includes the following Company goals:

- maintaining our foundation of providing affordably accessible air travel while refining and strengthening our air travel product;
- expanding our already broad domestic network as we have identified more than 1,400 incremental routes of which approximately 80 percent currently have no non-stop service;
- seeking to offer (subject to government approval) transborder international scheduled service into Mexico through our partnership with Viva Aerobus;
- utilizing our customer data to capture accretive, asset-light direct-to-consumer revenue opportunities;
- transforming our eCommerce strategy to seek to create a frictionless experience for our customers and drive increased air ancillary and third party revenue generation;
- expanding our co-branded credit card program with the launch in August 2021 of our first-ever non-card loyalty program;
- expanding our travel company focus and offerings with the construction of Sunseeker Resort-Charlotte Harbor (construction having recommenced in August 2021).
- refining our marketing investment dollars by entering into dynamic agreements, such as the naming rights agreement with the Raiders of the National Football League for Allegiant Stadium in Las Vegas

Our principal executive offices are located at 1201 N. Town Center Drive, Las Vegas, Nevada 89144. Our telephone number is (702) 851-7300. Our website address is http://www.allegiant.com. We have not incorporated by reference into this annual report the information on our website and investors should not consider it to be a part of this document. Our website address is included in this document for reference only. Our annual report, quarterly reports, current reports and amendments to those reports are made available free of charge through the investor relations section on our website as soon as reasonably practicable after electronically filed with or furnished to the Securities and Exchange Commission ("SEC").

Unique Business Model

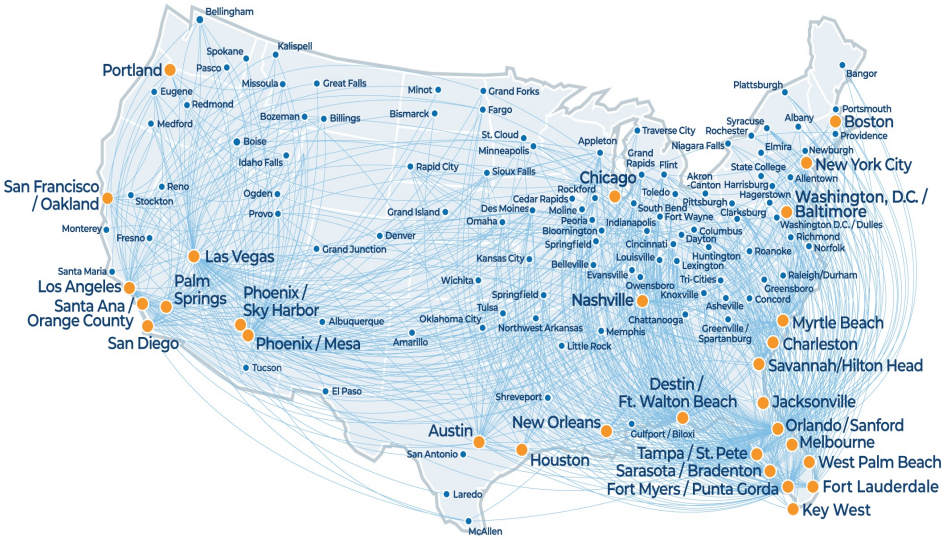
We have developed a unique business model that primarily focuses on leisure travelers in under-served cities. The business model has evolved as our experienced management team has looked differently at the traditional way business has been conducted in the airline and travel industries. Our focus on the leisure customer allows us to eliminate the significant costs associated with serving a wide variety of customers and to concentrate our product appeal on a customer base which is under-served by traditional airlines. We have consciously developed a business model which distinguishes us from the traditional airline approach:

	Traditional Airline Approach	Allegiant Approach
Customer Base:	Business and leisure	Leisure
Network:	Primarily large and mid-sized markets	Primarily small/medium-sized under-served markets
Competition:	High	Low
Schedule:	Uniform throughout the week	Low frequency/variable capacity
Distribution:	Sell through various intermediaries	Sell only directly to travelers
Fare Strategy:	High base fares/low ancillary revenue	Low base fares/high ancillary revenue

By separating base airfare from our air-related services and products such as baggage fees, advance seat assignments, travel protection, change fees, priority boarding, and food and beverage purchases, we are able to lower our airfares and target leisure travelers who are more concerned with price and the ability to customize their experience with us by only purchasing the additional conveniences they value. This strategy allows us to generate additional passenger revenues from our customers' decisions to purchase these ancillary products.

We have established a broad route network with a national footprint, providing service on 593 routes between 98 origination cities and 33 leisure destinations, and serving 43 states as of February 14, 2022. As of this same date, we were selling 615 routes. In most of these cities, we provide service to more than one of our leisure destinations which are offered either on a year-round or seasonal basis. Our vast network footprint, coupled with our low frequency scheduling, provides us with a diversified, resilient network. We operate to more cities than any non-legacy carrier, protecting us against overexposure to any one geographic location. Our 23 bases (including Flint and Appleton starting in February and March 2022, respectively) provide us the flexibility to redeploy capacity to best match demand trends around the country.

The geographic diversity of our route network protects us from regional variations in the economy and helps insulate us from competitive actions, as it would be difficult for a competitor to materially impact our business by targeting one city or region. Our widespread route network also contributes to the continued growth of our customer base. The below map illustrates our route network as of February 14, 2022, including service announcements as of that date. The orange dots represent leisure destinations and the blue dots represent origination cities.



We have identified up to 1,400 additional domestic routes which we could target in the future to further expand our network.

In developing a unique business model, our ancillary offerings (ancillary air-related items included in passenger revenue as well as the sale of third party products and services) have been a significant source of our revenue growth. We have increased revenue related to these ancillary items from $5.87 per passenger in 2004 to $64.73 per passenger in 2021. We own and manage our own eCommerce platform, which gives us the ability to modify our system to enhance third party product offerings based on specific needs, without being dependent on non-customized product upgrades from outside suppliers. We believe the control of our automation systems has allowed us to be innovators in the industry by providing our customers with a variety of different travel services and products, and allowing us to seek to increase revenues through testing of alternative revenue management approaches.

We believe the following strengths from our unique business model allow us to maintain a competitive advantage in the markets we serve:

Focus on leisure traffic from under-served cities

We believe small and medium-sized cities represent a large, under-served market, especially for leisure travel. Prior to the initiation of our service, leisure travelers from these markets had limited desirable options to reach leisure destinations because existing carriers are generally focused on connecting business customers through their hub-and-spoke networks.

We believe our low fare, nonstop service, along with our leisure company relationships, make it attractive for leisure travelers to purchase airfare and travel-related products from us. The size of the markets we serve, and our focus on the leisure customer, allow us to adequately serve these markets with less frequency, and to vary our air transportation capacity to match seasonal and day-of-the-week demand patterns.

By focusing primarily on under-served cities and routes, we believe we avoid the intense competition in high traffic domestic air corridors. In most of our markets, travelers previously faced high airfares and cumbersome connections, or long drives, to major airports in order to reach our leisure destinations. Based on published data from the U.S. Department of Transportation ("DOT"), we believe the initiation of our service stimulates demand, as we have typically seen a substantial increase in traffic subsequent to new service beginning. Our market strategy is neither hostile to legacy carriers, whose historical focus has been connecting small cities to business markets with regional jets, nor to traditional low cost or ultra-low cost carriers generally focused on larger markets. Additionally, major carriers have reduced service to medium-sized cities which we believe they no longer consider to be core hubs.

Capacity management

We actively manage our seat capacity to match leisure demand patterns. Our ability to quickly adjust capacity helps us maintain profitability in the dynamic travel industry. Because of highly variable cost structure, our flexibility allows us to uniquely match capacity with the demand environment.

Our core business model manages seat capacity by increased utilization of our aircraft during periods of high leisure demand and decreased utilization in low leisure demand periods. By way of illustration, in 2021, during our peak demand period in July, we averaged 9.4 system block hours per aircraft per day while in September, our lowest month for demand, we averaged only 4.9 system block hours per aircraft per day.

Our management of seat capacity also includes changes in weekly frequency of certain markets based on identified peak and off-peak travel demand throughout the year. Unlike other carriers which provide a fairly consistent number of flights every day of the week, we manage our capacity with a goal of being profitable on each route. We do this by flying only on days with sufficient market demand. In 2021, we were able to profitably fly a disproportionately low 13.1 percent of our scheduled ASMs on off-peak days (Tuesdays and Wednesdays).

To effectively hedge against fuel cost increases during periods of high fuel cost, we consider reducing capacity which allows us to raise average fares due to supply-demand dynamics and thereby offset the fuel cost increase.

Our strong revenue production from ancillary items, coupled with our ability to rapidly deploy or contract capacity, has allowed us to consistently operate profitably and produce industry leading margins in challenging macro environments, including periods of high fuel prices, economic recession and a pandemic.

Low cost structure

We believe a low cost structure is essential to competitive success in the airline industry, particularly as a solely leisure focused carrier. Our ASMs increased 8.1 percent in 2021 compared to 2019. Our adjusted operating expense per available seat mile ("CASM") was 9.12¢ in 2021 versus 9.13¢ in 2019. Excluding the cost of fuel, our adjusted operating CASM was 6.60¢ in 2021 versus 6.48¢ in 2019.

We continue to focus on maintaining low operating costs through the following tactics and strategies:

Low aircraft ownership costs. We achieve low aircraft ownership costs by primarily owning our aircraft. As of February 14, 2022, we own or finance lease all but 15 of the aircraft in our operating fleet. In addition, we believe that we properly balance lower aircraft acquisition costs and operating costs to minimize our total costs.

We primarily purchase used aircraft with meaningful remaining useful lives, at reduced prices. As of February 14, 2022, our operating fleet consists of 110 Airbus A320 series aircraft, of which 97 were acquired used.

In December 2021, we signed an agreement with The Boeing Company to purchase 50 newly manufactured 737MAX aircraft scheduled to be delivered in 2023 to 2025 with options to purchase an additional 50 737's. We believe this new aircraft purchase is complimentary with our low cost strategy. Our intent to retain ownership of the aircraft, coupled with the longer useful life for depreciation purposes should result in similar ownership expense when compared with a used aircraft in our fleet. In addition, the expected fuel savings of up to 20 percent, improved operational reliability, and other savings expected from the use of these new aircraft should aid in improving our overall low cost structure.

Low distribution costs. Our nontraditional marketing approach results in very low distribution costs. We do not sell our product through outside sales channels, thus avoiding the fees charged by travel websites (Expedia, Orbitz or Travelocity) and traditional global distribution systems ("GDS") (Sabre or Worldspan). Our customers can only purchase travel at our airport ticket counters or, for a fee, on our website or through our telephone reservation center. The purchase of travel through our website is the least expensive form of distribution for us and accounted for 94.7 percent of our scheduled service revenue during 2021.

Data driven. We are continuing to focus on capturing data to identify trends and patterns in an effort to gain efficiencies and decrease costs. For example, we utilize predictive maintenance to identify necessary aircraft maintenance before a problem arises, thereby avoiding unscheduled maintenance events which are costly and disruptive to our schedule. In addition, our direct to consumer distribution method results in significant sales and marketing cost savings.

Highly productive workforce. Our high level of employee productivity is due to our cost-driven scheduling, fewer unproductive labor work rules, and the effective use of automation and part-time employees. In an effort to control costs, we outsource major maintenance, stations and other functions to reliable third party service providers.

Simple product. We believe offering a simple product is critical to achieving low operating costs. As such, we sell only nonstop flights; we do not currently code-share or interline with other carriers; we have a single class cabin; we do not provide any free catered items - everything on board is for sale; we do not provide cargo or mail services; and we do not offer other perks such as airport lounges.

Under-served market airports. Our business model focuses on residents of under-served cities in the United States. Typically, the airports in these cities have lower operating costs than airports in larger cities. These lower costs are driven by less expensive passenger facilities, landing, and ground service charges. In addition to inexpensive airport costs, many of our airports provide marketing support.

Cost-driven schedule. We aim to build our scheduled service so that substantially all of our crews and aircraft return to base each night. This allows us to maximize crew efficiency, and more cost-effectively manage maintenance, spare aircraft and spare parts. Additionally, this structure allows us to add or subtract markets served by a base without incremental costs. We believe leisure travelers are generally less concerned about departure and arrival times than business travelers, so we are able to schedule flights at times that enable us to reduce costs while remaining desirable to our leisure customers.

Ancillary product offerings

We believe many leisure travelers are concerned primarily with purchasing air travel at the least expensive price. As such, we offer the unbundling of the air transportation product by charging fees for services many U.S. airlines have historically only bundled in their base fare. This pricing structure allows us to target travelers who are most concerned with low fare travel while also allowing travelers to customize their experience with us by purchasing only the additional conveniences they value. For example, we do not offer complimentary advance seat assignments; however, customers who value this product can purchase advance seat assignments for a small incremental cost. In addition, snacks and beverages are sold individually on the aircraft, allowing passengers to purchase only items they value. Our direct to consumer distribution method enables a variety of added revenue opportunities with direct "one-stop" shopping solutions and managed product offerings.

We offer various bundled ancillary products whereby customers can elect to purchase multiple ancillary products at a discount.

Revenue from ancillary items will continue to be a key component in our total average fare as we believe leisure travelers are less sensitive to ancillary fees than the base fare.

Our third party product offerings give our customers the opportunity to purchase hotel rooms, rental cars and airport shuttle service. Our third party offerings are available to customers based on our agreements with various travel and leisure companies. For example, we have partnered exclusively with Enterprise Holdings Inc. for the sale of rental cars packaged with air travel, which generated approximately 58 percent of our third party products revenue in 2021. The pricing of each product and our margin can be adjusted based on customer demand because our customers purchase travel directly through our booking engine.

Financial position

As of December 31, 2021, we had $1.19 billion of unrestricted cash, cash equivalents and investment securities, and total debt and finance lease obligations (net of related costs) of $1.74 billion. We had net debt (total debt and finance lease obligations less cash, cash equivalents and investment securities) of $557.5 million as of December 31, 2021, a 42.8 percent decrease from the $973.8 million balance as of December 31, 2020. Based on our assumptions about the future impact of COVID-19 on travel demand, which could be materially different due to the inherent uncertainties of the current operating environment, we expect to meet our cash obligations as well as remain in compliance with the debt covenants in our existing financing agreements for the next 12 months given our current level of unrestricted cash and short-term investments, our anticipated access to liquidity, and projected cash flows from operations.

Our financial position and discipline regarding use of capital allow us to have greater financial flexibility to grow our business and to efficiently and effectively adapt to changing economic conditions.

Routes and schedules

Our current scheduled air service (including seasonal service) predominantly consists of limited frequency, nonstop flights into leisure destinations from under-served cities across the continental United States. The scheduled service routes we are selling as of February 14, 2022 are summarized below (includes 593 routes we are currently serving, and 22 new announced routes on which will begin service in 2022):

Routes to Orlando	69
Routes to Las Vegas	63
Routes to Tampa/St. Petersburg	59
Routes to Punta Gorda	55
Routes to Phoenix	54
Routes to Destin	37
Routes to Los Angeles	42
Other routes	236
Total routes	615

The number of routes served varies from time to time as some routes are offered seasonally or on a temporary basis.

Marketing and Distribution

Core to Allegiant's business model is our direct-to-consumer distribution. In lieu of the GDS distribution points used by most airlines, allegiant.com is our primary distribution method. This low-cost strategy results in significant cost savings by avoiding fees associated with GDS. It also enables a variety of added revenue opportunities with direct "one-stop" shopping solutions and managed product offerings.

Automation is key to this strategy as we continue to enhance our capabilities. Our redesigned website and mobile app streamline the booking process and strengthen our ability to sell air ancillary and third party products. Additionally, we expect other automation enhancements will create additional revenue opportunities by allowing us to capitalize on customer loyalty with additional product offerings.

Our direct-to-customer distribution method also enables us to gather valuable customer data. In addition to helping us better understand our customers, we utilize data like customer email addresses to market our products and services in a cost-effective way. Database marketing opportunities span the full customer journey including the time of travel purchase, between purchase and travel, and after travel is complete. To this end, we entered into a multi-year collaboration with Amazon Web Services to strengthen customer engagement through increased personalization across our digital channels, while affording a more elastic, reliable IT infrastructure with significant development advantages for marketing as well as for other business units across the company.

Beyond allegiant.com, we market our products and services through a combination of digital and traditional advertising including radio and television. Whether introducing new service to a community or promoting existing routes, our advertising is often supported by airport authorities and destination marketing organizations. We continue to see benefit from these cooperative marketing campaigns, as well as from high-profile sponsorships like Allegiant Stadium. Underpinning our advertising efforts, high-profile sponsorships add credibility to our brand, drive new customer acquisition and enhance our national profile.

Our co-branded Allegiant World Mastercard® incentivizes customers who fly more often to maximize their benefits with members-only promotions and travel perks like complimentary priority boarding. Cardholders are among our most engaged customers and book air ancillary and third party products at a higher rate than other customers. Our non-card loyalty program, Allways Rewards™, launched in August 2021, allows us to develop and maintain direct, long-term relationships with our customers. Similar to our cardholder program, we provide greater value to our Allways members through personalized promotions and targeted communications which we expect will result in customer loyalty and increased revenues over time.

Competition

The airline industry is highly competitive. Passenger demand and fare levels have historically been influenced by, among other things, the general state of the economy, international events, fuel prices, industry capacity, and pricing actions taken by other airlines. The principal competitive factors in the airline industry are price, schedule, customer service, routes served, types of aircraft, safety record and reputation, code-sharing relationships, and frequent flyer or loyalty programs.

Our competitors include legacy airlines, low cost carriers ("LCCs"), ultra-low cost carriers ("ULCC"), regional airlines, new entrant airlines, and other forms of transportation to a much lesser extent. Many of the airlines are larger, have significantly greater financial resources, are better known, and have more established reputations than us. In a limited number of cases, following our entry into a market, competitors have chosen to add service, reduce their fares, or both. Competitors may also choose to enter after we have developed a market.

We believe our under-served city strategy and less than daily service has reduced the intensity of competition we might otherwise face. As of February 14, 2022, we are the only mainline domestic scheduled carrier operating out of the Orlando Sanford International Airport and at 11 other airports in our network. We and Sun Country Airlines are the only mainline domestic scheduled carriers serving Phoenix Mesa Gateway Airport, Punta Gorda Airport, and St. Petersburg-Clearwater Airport. Although no other mainline domestic scheduled carriers operate in these airports, most U.S. airlines serve the major airport for Orlando, Phoenix, Fort Myers, and Tampa. In addition, many U.S. airlines serve our other leisure destinations. As a result, there is potential for increased competition on our routes.

As of February 3, 2022, we face mainline competition on approximately 27 percent of our operating and announced routes. We overlap with Southwest Airlines on 119 routes, Frontier Airlines on 60 routes, Spirit Airlines on 34 routes, American Airlines on 19 routes, Delta Airlines on 16 routes, Breeze Airways on 12 routes, United Airlines on ten routes, JetBlue Airlines on nine routes, Sun Country Airlines on seven routes and Alaska Airlines on two routes. In many cases, we face competition from more than one other airline on the same route, resulting in a total of 167 competitive routes as of that date. We may also experience additional competition based on recent route announcements of other airlines.

Indirectly, we compete with various carriers that provide nonstop service to our leisure destinations from airports near our cities. We also face indirect competition from legacy carriers offering hub-and-spoke connecting flights to our markets, although these fares tend to be substantially higher, with much longer elapsed travel times. Several airlines also offer competitive one-stop service from the cities we serve.

In our fixed fee operations, we compete with other scheduled airlines in addition to independent passenger charter airlines. We also compete with aircraft owned or controlled by large tour companies. The basis of competition in the fixed fee market is cost, equipment capabilities, service, reputation, and schedule flexibility.

Environmental, Social and Governance (ESG)

We recognize our responsibility to reduce environmental impact from our operations. As an integrated travel company with an expanding airline business, we believe that solidifying our commitment to ESG efforts is a natural integration into our long-term corporate strategy and will enable us to better serve our stakeholders. In 2022, we entered a 3-year partnership with Schneider Electric to develop a comprehensive ESG program. Through this partnership, we will:

- Identify and prioritize relevant ESG topics through a materiality assessment
- Establish ESG goals and environmental goal achievement plans
- Develop inaugural ESG report referencing the Global Reporting Initiative (GRI) and Sustainability Accounting Standards Board (SASB) frameworks
- Provide ongoing carbon emissions reporting of Scope 1, 2 and 3 greenhouse gas (GHG) emissions using Schneider Electric's EcoStruxureTM Resource Advisor
- Support the communications efforts around our ESG program

In addition, we made recent investments in several ESG areas that will enable us to build a more resilient business, drive greater efficiencies and give back to our communities. These include the following:

- **Environmental**: Agreed to purchase 50 Boeing 737 aircraft, which burn up to 20% less fuel than our existing Airbus A320 fleet.
- **Social**: Sponsored Girls in Aviation Day in partnership with Women in Aviation Las Vegas and resumed in-kind travel for Make-a-Wish kids and their families in late 2021. Donated portions of proceeds from pink in-flight refreshment sales in October to the National Breast Cancer Foundation.
- **Governance:** Sought greater boardroom diversity and, as a result, achieved a board membership that is 25 percent female and 12.5 percent ethnically diverse. Selected Amazon Cloud Services (AWS) as our preferred cloud provider to ensure greater security and reliability in its IT infrastructure.

Environment

The aviation industry accounts for roughly two percent of global greenhouse gas emissions, almost all of which is attributable to aircraft fuel. In 2013, we began the process of transitioning our fleet from a mixture of MD-80 aircraft and Boeing 757 aircraft to an all-Airbus fleet with the transition concluding in November of 2018. Throughout this transition period and continuing through 2021, we saw significant improvement in fuel efficiency. During 2021, we consumed 205 million gallons of fuel averaging 85.4 ASMs per gallon of fuel, a 36 percent improvement when compared to 2012. We recently announced an agreement with Boeing and CFM International to purchase 50 Boeing 737 aircraft powered by LEAP 1-B engines, with deliveries beginning mid-2023. This aircraft is expected to burn up to 20 percent less fuel than our existing fleet, while offering increased seating capacity.

As of December 31, 2021, the composition of our fleet included a mix of A319 and A320 aircraft with seat configurations ranging from 156 to 186 seats, some of which are fitted with fuel-efficient Sharklets. As we grow the fleet over the next several years, the preference will be to continue adding 186-seat Airbus aircraft in addition to our Boeing 737 order. We expect to continue to see modest improvements in fuel efficiency due to further upgauging.

Despite the significant fuel efficiencies gained over the past decade, we recognize we have a responsibility to do more. We have an internal Fuel Steering Committee that meets monthly to discuss various alternatives to conserve fuel. In conjunction with the

focused efforts and contributions of our pilots, dispatchers, and stations personnel, we have implemented several fuel conservation practices, which include the following:

- Single engine taxi in and out, as time permits
- Constant descent angle approach, as permitted by air traffic
- Flaps 3 for landing, an Airbus green procedure creating less drag during the landing process, conditions permitting
- Idle thrust reverse for landing, conditions permitting
- Auxiliary power unit fuel optimization
- Route optimization
- Data collection by aircraft to identify performance deterioration and rectify where necessary
- Trial of several electric ground handling equipment

In addition to the above initiatives, the Fuel Steering Committee is currently researching sustainable aviation fuel to see if this could be a viable option on some of our routes.

Unlike many air carriers focused on business travel, our strategy is to provide access to affordable travel for leisure travelers who highly value their vacations and are likely to take vacations in any economic environment. We are a low utilization air carrier focusing on leisure travel, thus we seek to closely match our available capacity with demand trends in providing only non-stop service from under-served cities to leisure destinations. By way of example, in 2021 during our peak demand period in July, we averaged 9.4 system block hours per aircraft per day while in September, we averaged only 4.9 system block hours per aircraft per day when leisure demand is seasonally lower. This practice of significantly reduced flying during the off-peak periods leads to consistently high load factors, and further enhances fuel efficiency. During 2021, we consumed roughly 16.6 gallons of fuel per thousand revenue passenger miles compared with an industry average of 18.9 gallons per thousand revenue passenger miles, or 12 percent more efficient on a revenue passenger mile basis. We offer all non-stop flights, directly from 132 cities as of February 14, 2022, providing service in many markets abandoned or under-served by larger carriers. If not for Allegiant, many of the customers we serve would not have access to direct flights by virtue of either geography or price point. Prior to our initiation of service on these routes, many of these passengers either traveled by car, which is significantly less fuel efficient than air travel, or traveled by car to larger airports to fly, where higher cost connecting flights were the only option. As fuel consumption is greatest during take-off, the ability to travel to the destination with a single take-off, as opposed to at least two take-offs on connecting flights, is more fuel efficient.

Aircraft Fuel

The cost of fuel is volatile, as it is subject to many economic and geopolitical factors we can neither control nor predict. Significant increases in fuel costs could materially affect our operating results and profitability. We have not used financial derivative products to hedge our exposure to fuel price volatility in over 15 years, nor do we have any plans to do so in the future. Our largely variable cost structure allows us to adjust to capacity accordingly based on the fuel environment.

Data Security

We continue to invest heavily in cyber-security, cyber-risk, vendor-risk and privacy initiatives. We employ experienced staff dedicated to cyber-security and cyber-risk analysis, process and technology. We continue to evaluate and proactively implement new preventive and detective processes and technologies including forward-looking threat intelligence and data-centric security measures.

One of our current and ongoing data security initiatives is the migration of critical business applications into the cloud infrastructure, which will allow us to take advantage of analytics and automation functionality. These improvements also provide further opportunities to increase business intelligence and flexibility, improve business continuity and mitigate disaster scenarios. We intend to continue investing resources in cyber security to protect our data and our customers' privacy.

Employees

As of December 31, 2021, we employed 4,458 full-time equivalent employees, which consisted of 4,183 full-time and 550 part-time employees. Full-time equivalent employees consisted of approximately 1,100 pilots, 1,500 flight attendants, 350 airport operations personnel, 550 maintenance personnel, 200 reservation agents, 40 flight dispatchers, and 750 management and other personnel.

Our relations with labor organizations representing our airline employee groups are governed by the Railway Labor Act ("RLA"). Under this act, if direct negotiations do not result in an agreement, either party may request the National Mediation Board ("NMB") to appoint a federal mediator. If no agreement is reached in these mediated discussions, the NMB may offer binding arbitration to the parties. If either party rejects binding arbitration, a “cooling off” period begins. At the end of this “cooling-off” period, the parties may engage in self-help, which among other events, could result in a strike from employees or for us to hire new employees to replace any striking workers.

The collective bargaining agreement with our pilots is currently amendable and the parties have begun to discuss the terms of a new labor agreement for this work group.

The collective bargaining agreements for our flight attendants, dispatchers and maintenance technicians last for a contractual term of five years each, expiring in 2022, 2024 and 2026 respectively.

If we are unable to reach a labor agreement with any employee group, they may seek to institute work interruptions or stoppages following unsuccessful Federal mediation and other work stoppage protections provided for under the RLA. We have not previously experienced any work interruptions or stoppages from our non-unionized or unionized employee groups.

Human Capital

As part of our human capital resource objectives, we seek to recruit, retain, and develop our existing and future workforce. We strive to build and maintain a diverse environment that people want to join, and where team members want to stay to build their careers. Our total rewards philosophies support these objectives. Above all else, safety is our number one core value, along with achievement, flexibility, innovation, bias for action, teamwork, transparency and accountability, and outcome-based values that define our human capital mission.

We have long supported Diversity, Equity and Inclusion and operate a Diversity & Inclusivity Council made up of company leadership, and facilitate multiple company-wide network groups to inspire a more inclusive culture while giving a dedicated focus to our recruiting processes to continue driving diverse hiring.

Our total rewards philosophy is based around building a culture of high performance. We utilize competitive base salaries, discretionary performance-based bonuses, profit sharing and equity as attraction and retention tools for our team members.
As of December 31, 2021, we had approximately 4,700 team members (including both full-time and part-time employees), of whom approximately 72 percent are in front line positions such as flight crew, mechanics or airport personnel.

The safety and well-being of our team members is a top priority, and we believe each and every team member plays an essential role in creating a safe and healthy workplace. Our health and safety policies and practices are intended to protect not only our team members but also our customers in all things we do, and include our vigorous COVID-19 response. Additionally, our human capital focus has been externally recognized through Allegiant’s placement on Newsweek's Most Loved Workplaces 2021 and Forbes' America's 500 Best Employers in Diversity 2021.

Community Involvement

Allegiant has worked with the Make-A-Wish® Foundation since 2012 by flying "wish kids" and their families to their desired destinations, at no cost, and donating a portion of proceeds from our in-flight Wingz Kids Snack Pack to the organization. Beginning in 2020, the flights were suspended due to COVID-19 and have resumed as of December 31, 2021. Additionally, we donate the use of 7,500 square feet of office space at our headquarters campus to the Southern Nevada chapter of Make-A-Wish, providing a home for the nonprofit organization's administrative office at no cost. The site also serves as the host location for volunteer training, meetings and a place of support for families of children receiving wishes. Allegiant is considered a Wish Champion by Make-A-Wish America, recognizing more than $1 million in annual contributions.

We have also been a national partner with The Arc, a nonprofit organization dedicated to advocacy on behalf of people with intellectual and developmental disabilities. Allegiant partners with the organization to offer “Wings for All” educational programs in communities we serve, helping make travel accessible for individuals with autism and other developmental disabilities.

Allegiant supports Science, Technology, Engineering and Mathematics ("STEM") education programs that provide access to careers in aeronautical sciences in under-served communities. We have partnered with local high schools and with Embry-Riddle Aeronautical University to offer Allegiant Careers in Aviation Scholarships, assisting students pursuing careers in the aviation industry.

We also partner with the American Red Cross, supporting disaster preparedness, relief and recovery efforts in communities we serve. In this effort, we have provided no-cost supply flights and volunteer transport to support Red Cross hurricane recovery efforts in Florida and Puerto Rico. In addition, Allegiant has sponsored community blood drives and preparedness efforts such as home smoke detector installation in under-served neighborhoods.

During the COVID-19 pandemic and periodically, we provide additional support in our home community of Las Vegas, donating surplus in-flight food and beverage items such as juices, sodas and snacks to a local community food bank for distribution to families in need. We also provide flight vouchers on an annual basis to hundreds of local elementary and high school teachers as part of The Smith Center for the Performing Arts’ Heart of Education Awards program. Our goal is to help ensure that educators who continue to work tirelessly despite the incredible challenges of the pandemic have an opportunity to take a well-deserved vacation in the future.

Aircraft Maintenance

We have a Federal Aviation Administration ("FAA") approved maintenance program, which is administered by our maintenance department headquartered in Las Vegas. Technicians employed by us have appropriate experience and hold required licenses issued by the FAA. We provide them with comprehensive training and maintain our aircraft in accordance with FAA regulations. The maintenance performed on our aircraft can be divided into three general categories: line maintenance, major maintenance,

and component and engine overhaul and repair. Line maintenance is generally performed by our personnel in certain cities of our network and by contractors elsewhere. We contract with FAA-approved outside organizations to provide major maintenance and component and engine overhaul and repair. We have chosen not to invest in facilities or equipment to perform our own major maintenance, engine overhaul or component work. Our management supervises all maintenance functions performed by our personnel and contractors employed by us, and by outside organizations. In addition to the maintenance contractors we presently utilize, we believe there are sufficient qualified alternative providers of maintenance services that we can use to satisfy our ongoing maintenance needs.

Viva Aerobus Alliance

In December 2021, we announced plans for a fully-integrated commercial alliance agreement with Viva Aerobus, designed to expand options for nonstop leisure air travel between our markets in the United States and Mexico. We and Viva Aerobus have submitted a joint application to the DOT requesting approval of and antitrust immunity for the alliance. We believe this alliance is consistent with the DOT's goal of providing maximum benefits to the public, as the alliance is expected to increase competition, reduce transborder fares and provide increased nonstop service for our consumers traveling between the US and Mexico.

The alliance is anticipated to add new transborder routes and nonstop competition where currently only connecting service is available. More than 250 new potential nonstop route opportunities have been identified as part of the DOT application, though specific routes targeted for service will be announced at a later date, following the application's approval.

We and Viva Aerobus currently expect to offer flights under the alliance beginning in the first quarter of 2023, pending governmental approval of the applications.

In addition, we have made an equity investment of $50.0 million in Viva Aerobus, and our Chairman Maurice J. Gallagher, Jr. is expected to join the Viva Aerobus board of directors. The transactions are also subject to clearance by the Mexican Federal Economic Competition Commission.

Non-Airline Initiatives

Sunseeker Resort

We are developing a resort in Southwest Florida (the "Resort" or "Sunseeker Resort"). When completed, the Resort will feature approximately 500 hotel rooms, more than 180 extended-stay suites, 55,000 square feet of meeting and conference space, 19 restaurants and bars, a rooftop pool and a ground level pool, a fitness center and spa and retail outlets along a harbor walk. We also own a golf course which is a short drive from the Resort site and is considered to be an additional Resort amenity.

Construction on the Resort began in the first quarter of 2019 and was suspended in March 2020 so that we could conserve liquidity during the pandemic. The golf course closed for renovation just before the pandemic and the renovation was suspended to conserve liquidity during the pandemic. We recommenced construction on the Resort in August 2021 and commenced the golf course renovation in November 2021. In October 2021, we entered into a credit agreement with affiliates of Castlelake L.P. to finance up to $350 million of the remaining construction cost. With this funding, we expect to open the Resort in early 2023. We expect that the renovated golf course will open simultaneously with the Resort.

Teesnap

We previously operated Teesnap as a golf course management solution. In April 2021, we closed on a transaction to sell 85 percent of Teesnap, retaining a 15 percent ownership in the business.

Family Entertainment Centers

We previously opened two family entertainment centers ("FECs") in 2019 in Clearfield, UT and Warren, MI. We closed both FECs as a result of the pandemic and we have now disposed of those assets. We will no longer pursue this business line.

Other travel and leisure initiatives

Consistent with our travel and leisure company focus, we may pursue other travel and leisure initiatives from time to time in the future.

Insurance

We maintain insurance policies we believe are of types customary in the airline industry and as required by the DOT, and are in amounts we believe to be adequate to protect us against material loss. The policies principally provide coverage for public liability, war-risk, passenger liability, baggage and cargo liability, property damage, including coverages for loss or damage to our flight equipment and directors and officers, workers' compensation. We also maintain what we believe to be customary insurance on Sunseeker Resort and as required by the terms of our construction loan. There is no assurance, however, that the amount of insurance we carry will be sufficient to protect us from material loss in all cases. Available commercial insurance in the future could be more expensive, could have material differences in coverage than is currently provided, and may not be adequate to protect us from risk of loss.

Government Regulation

We are subject to federal, state and local laws affecting the airline industry and to extensive regulation by the DOT, the FAA, and other governmental agencies.

DOT. The DOT primarily regulates economic issues affecting air transportation such as certification and fitness of carriers, consumer protection, competitive practices, insurance requirements, and statistical reporting. The DOT also regulates requirements for accommodation of passengers with disabilities, including those using service animals. The DOT monitors the continuing fitness of carriers and has the authority to promulgate regulations and to investigate (including by on-site inspections) and institute proceedings to enforce its regulations and related federal statutes, and may assess civil penalties, suspend or revoke operating authority, and seek criminal sanctions. The DOT also has authority to restrict or prohibit a carrier's cessation of service to certain communities if such cessation would leave the community without scheduled airline service.

In addition, the DOT has authority to approve alliance or partnership agreements under which two or more air carriers collaborate and to grant immunity from U.S. antitrust laws for the provision of such collaboration. On December 1, 2021, we (i.e., our airline subsidiary) and Aeroenlaces Nacionales, S.A. de C.V. doing business as Viva Aerobus ("Viva"), a Mexican airline, submitted to DOT a joint application requesting approval of and antitrust immunity for a comprehensive alliance agreement applicable to all routes we and/or Viva may operate between points in the United States and points in Mexico. The joint application explains how the proposed Allegiant-Viva alliance is expected to benefit the traveling public by bringing significant new competition and service options, including lower fares, additional capacity on existing routes, and increased overall transborder capacity in the form of nonstop flights on routes now served only via connecting service. We and Viva have asked DOT to provide final approval of the alliance agreement and to issue antitrust immunity by July 31, 2022, to help facilitate inauguration of service under the agreement in the first quarter of 2023. Some previous applications involving other carriers have taken DOT far longer to process, and there is no assurance our proposed time frame will be achieved. Nor is there assurance DOT will ultimately approve the agreement and grant antitrust immunity.

We hold DOT certificates of public convenience and necessity authorizing us to engage in scheduled air transportation of passengers, property and mail within the United States, its territories and possessions, and between the United States and all countries that maintain a liberal aviation trade relationship with the United States (known as "open skies" countries). We also hold DOT authority to engage in scheduled air transportation of passengers, property and mail between the United States and Mexico. We also hold DOT authority to engage in charter air transportation of passengers, property, and mail on a domestic and international basis.

FAA. The FAA primarily regulates flight operations and safety, including matters such as airworthiness and maintenance requirements for aircraft, pilot, mechanic, dispatcher and flight attendant training and certification, flight and duty time limitations, and air traffic control. The FAA requires each commercial airline to obtain and hold an FAA air carrier certificate. This certificate, in combination with operation specifications issued to the airline by the FAA, authorizes the airline to operate at specific airports using aircraft certificated by the FAA. We have and maintain in effect FAA certificates of airworthiness for all of our aircraft, and we hold the necessary FAA authority to fly to all of the cities we currently serve. Like all U.S. certificated carriers, our provision of scheduled service to certain destinations may require specific governmental authorization. The FAA has the authority to investigate all matters within its purview, to modify, suspend or revoke our authority to provide air transportation, to approve or disapprove the addition of aircraft to our operation specifications, and to modify, suspend or revoke FAA licenses issued to individual personnel, for failure to comply with FAA regulations. The FAA can assess civil penalties for such failures and institute proceedings for the collection of monetary fines after notice and hearing. The FAA also has authority to seek criminal sanctions. The FAA can suspend or revoke our authority to provide air transportation on an emergency basis, without notice and hearing, if, in the FAA's judgment, safety requires such action. A legal right to an independent, expedited review of such FAA action exists. Emergency suspensions or revocations have been upheld with few exceptions. The FAA monitors our compliance with maintenance, flight operations and safety regulations on an ongoing basis, maintains a continuous working relationship with our operations and maintenance management personnel, and performs pre-scheduled inspections as well as frequent spot inspections of our aircraft, employees and records.

The FAA also has the authority to promulgate rules and regulations and issue maintenance directives and other mandatory orders relating to, among other things, inspection, repair and modification of aircraft and engines, safety management systems, aircraft equipment requirements, noise abatement, mandatory removal and replacement of aircraft parts and components, mandatory retirement of aircraft, operational requirements and procedures, and employee drug and alcohol testing. Such rules, regulations and directives are normally issued after an opportunity for public comment; however, they may be issued without advance notice or opportunity for comment if, in the FAA's judgment, safety requires such action. We believe we are operating in compliance with applicable DOT and FAA regulations, interpretations and policies and we hold all necessary operating and airworthiness authorizations, certificates and licenses.

The FAA periodically conducts extensive or targeted audits of our operations. We have satisfactorily responded to any and all findings on all Certificate Holder Evaluation Process and other inspections conducted.

Security. Within the United States, civil aviation security functions, including review and approval of the content and implementation of air carriers' security programs, passenger and baggage screening, cargo security measures, airport security, assessment and distribution of intelligence, threat response, and security research and development are the responsibility of the Transportation Security Administration ("TSA") of the Department of Homeland Security. The TSA has enforcement powers similar to the DOT's and FAA's described above. It also has the authority to issue regulations, including in cases of emergency, the authority to do so without advance notice, including issuance of a grounding order as occurred on September 11, 2001. In addition, TSA has authority over face mask requirements applicable to individuals across all U.S. public transportation networks,

including at airports and onboard commercial aircraft. In August 2021 TSA extended the face mask requirement through March 18, 2022; a further extension is possible.

Aviation Taxes and Fees. The authority of the federal government to collect most types of aviation taxes, which are used, in part, to finance the nation's airport and air traffic control systems, and the authority of the FAA to expend those funds must be periodically reauthorized by the U.S. Congress. On October 5, 2018, the FAA Reauthorization Act of 2018 was signed into law extending certain commercial aviation taxes (known generally as Federal Excise Taxes or "FET") through September 30, 2023. All carriers are required to collect these taxes from passengers and pass them through to the federal government. In addition to FET, there are federal fees related to services provided by the TSA, and, in the case of international flights, U.S. Customs and Border Protection ("CBP"), U.S. Citizenship and Immigration Services ("CIS"), and the U.S. Department of Agriculture's Animal and Plant Health Inspection Service ("APHIS"). There are also FAA-approved Passenger Facility Charges ("PFCs") imposed by most of the airports we serve. Like FET, air carriers are required to collect these fees from passengers and pass them through to the respective federal agency or airport authority. These fees do not need to be reauthorized, although their amounts may be revised periodically.

In 2022 or thereafter, Congress may consider legislation that could increase the amount of FET and/or one or more of the other federally imposed or approved fees identified above. Increasing the overall price charged to passengers could lessen demand for air travel. Additionally, federal funding to airports and/or airport bond financing could be affected through future legislation, which could result in higher fees, rates, and charges at many of the airports we serve.

Environmental. We are subject to various federal, state and local laws and regulations relating to the protection of the environment and affecting matters such as aircraft engine emissions, aircraft noise emissions, and the discharge or disposal of materials and chemicals, which laws and regulations are administered by numerous state and federal agencies. These agencies have enforcement powers similar to the DOT's and FAA's described above. In addition, we may be required to conduct an environmental review of the effects projected from the addition of our service at airports.

In 2016 the U.S. Environmental Protection Agency ("EPA") formally concluded that current and projected concentrations of greenhouse gases ("GHG") emitted by various aircraft, including all of the aircraft we and other air carriers operate, threaten public health and welfare. This finding may be a precursor to increased EPA regulation of commercial aircraft emissions in the United States, as has taken effect for operations within the European Union under EU legislation. Binding international measures adopted under the auspices of the International Civil Aviation Organization ("ICAO"), a specialized agency of the United Nations, are scheduled to become effective over the next several years, with the pilot phase having begun in 2021. In January 2021 the EPA adopted regulations setting emissions standards equivalent to ICAO's for newly-designed aircraft, with immediate effect, and for in-production aircraft, effective 2028. Similarly, in December 2021, the EPA proposed particulate matter emission standards and test procedures applicable to certain classes of jet engines (including those commonly used in the airline industry) to replace the existing smoke standards for aircraft. These proposed standards and procedures would harmonize with ICAO requirements and apply to newly-designed and in-production aircraft engines. At present, the aircraft we operate are not affected by these standards.

We anticipate that in 2022 and thereafter, legislative and regulatory concern with the environmental impacts of the air transportation industry will increase, and that the longer-term effects on our fleet and operating costs may be substantial. In September 2021, the Biden Administration announced plans to release a comprehensive aviation climate action plan in the coming months. According to the White House announcement, civil aviation accounts for 11 percent of emissions by the U.S. transportation sector as a whole. Other executive actions taken by the Administration are intended to serve the goal of reducing aviation emissions by 20% by 2030 and unlocking the potential for a zero-carbon aviation sector as of 2050. We cannot predict whether these or similar initiatives will lead to legislation that will pass the Congress or, if enacted into law, how they ultimately would apply to our operations or the airline industry.

Federal law recognizes the right of airport operators with special noise problems to implement local noise abatement procedures so long as those procedures do not interfere unreasonably with interstate and foreign commerce and the national air transportation system. These restrictions can include limiting nighttime operations, directing specific aircraft operational procedures during takeoff and initial climb, and limiting the overall number of flights at an airport. None of the airports we serve currently imposes restrictions on the number of flights or hours of operation that have a meaningful impact on our operations. It is possible one or more such airports may impose additional future restrictions with or without advance notice, which may impact our operations.

Foreign Ownership. To maintain our DOT and FAA certificates, our airline operating subsidiary and we (as the airline's holding company) must qualify continuously as citizens of the United States within the meaning of U.S. aeronautical laws and regulations. This means we must be under the actual control of U.S. citizens and we must satisfy certain other requirements, including that our president/chief executive officer and at least two-thirds of our board of directors and other managing officers are U.S. citizens, and that not more than 25 percent of our voting stock is owned or controlled by non-U.S. citizens. The amount of non-voting stock that may be owned or controlled by non-U.S. citizens is strictly limited as well. We believe we are in compliance with these ownership and control criteria.

Other Regulations. Air carriers are subject to certain provisions of federal laws and regulations governing communications because of their extensive use of radio and other communication facilities, and are required to obtain an aeronautical radio license from the Federal Communications Commission ("FCC"). To the extent we are subject to FCC requirements, we intend to continue to comply with those requirements.

The quality of water used for drinking and hand-washing aboard aircraft is subject to regulation by the EPA. To the extent we are subject to EPA requirements, we intend to continue to comply with those requirements.

Working conditions of cabin crewmembers while onboard aircraft are subject to regulation by the Occupational Safety and Health Administration ("OSHA") of the Department of Labor. To the extent we are subject to OSHA requirements, we intend to continue to comply with those requirements.

Our operations may become subject to additional federal requirements in the future under certain circumstances. During a period of past fuel scarcity, air carrier access to jet fuel was subject to allocation regulations promulgated by the Department of Energy. Changes to the federal excise tax and other government fees imposed on air transportation have been proposed and implemented from time to time and may result in an increased tax burden for airlines and their passengers.

We are also subject to state and local laws, regulations, and ordinances at locations where we operate and to the rules and regulations of various local authorities that operate the airports we serve. None of the airports in the cities in which we operate have slot control, gate availability, or curfews that pose meaningful limitations on our operations. However, some airports we serve have short runways that require us to operate some flights at less than full capacity.

International air transportation, whether provided on a scheduled or charter basis, is subject to the laws, rules, regulations, and licensing requirements of the foreign countries to, from, and over which the international flights operate. Foreign laws, rules, regulations and licensing requirements governing air transportation are generally similar, in principle, to the regulatory scheme of the United States as described above, although in some cases foreign requirements are comparatively less onerous and in others, more onerous. We must comply with the laws, rules and regulations of each country to, from, or over which we operate. Our proposed U.S.-Mexico alliance with Viva, described above, is subject to prior approval by Mexico's Federal Economic Competition Commission (COFECE) in a manner generally similar to the DOT procedure; a joint application has been submitted to COFECE. International flights are also subject to U.S. Customs and Border Protection, Immigration and Agriculture requirements and the requirements of equivalent foreign governmental agencies.

Future Laws and Regulations. Congress, the DOT, the FAA, the TSA, and other governmental agencies have under consideration, and in the future may consider and adopt, new laws, regulations, interpretations and policies regarding a wide variety of matters that could affect, directly or indirectly, our operations, ownership, and profitability. We cannot predict what other matters might be considered in the future by the FAA, the DOT, the TSA, other agencies, or Congress, nor can we judge what impact, if any, the implementation of any of these proposals or changes might have on our business.

Civil Reserve Air Fleet. We are a participant in the Civil Reserve Air Fleet ("CRAF") Program which affords the U.S. Department of Defense the right to charter our aircraft during national emergencies when the need for military airlift exceeds the capability of available military resources. During the Persian Gulf War of 1990-91 and on other occasions, CRAF carriers were required to permit the military to use their aircraft in this manner. As a result of our CRAF participation, we are eligible to bid on and be awarded peacetime airlift contracts with the military on a preferential basis.

Item 1A. Risk Factors

Readers should carefully consider the risks described below before making an investment decision. Our business, financial condition or results of operations could be materially and adversely affected by any of these risks. The trading price of our common stock could decline due to any of these risks, and investors may lose all or part of their investment.

Risks Related to the COVID-19 Pandemic

The COVID-19 pandemic has materially and adversely affected, and may continue to materially and adversely affect, our results of operations, financial position and liquidity.

In December 2019, an outbreak of COVID-19 was identified in Wuhan, China. The COVID-19 outbreak spread throughout the world. In March 2020, the President of the United States declared a national emergency. The COVID-19 pandemic has materially and adversely affected passenger demand and bookings for air travel, thereby materially and adversely affecting operating income and cash flows from operations. As a result, we incurred a net loss of $184 million in 2020, our first net loss since 2002.

The extent of the impact of the COVID-19 pandemic on our business and our financial and operational performance will depend on future developments, including the duration, spread, severity and recurrences of the COVID-19 or similar viruses; the possible imposition of testing requirements before domestic travel; the duration and scope of related federal, state and local government restrictions; the availability and effectiveness of vaccines against COVID-19 and any variants of the virus; the extent of the impact of the COVID-19 pandemic on overall demand for air travel; and our access to capital during the pandemic, all of which are highly uncertain and cannot be predicted.

The COVID-19 pandemic has caused public health officials to recommend precautions to mitigate the spread of the virus. Since the onset of the COVID-19 pandemic, federal, state and local authorities have at various times instituted measures such as imposing self-quarantine requirements, requiring testing before entry into certain states; issuing directives forcing businesses to temporarily close, restricting air travel and issuing shelter-in-place and similar orders limiting the movement of individuals. To the extent in effect in the future, such measures may depress demand for air travel, disrupt our operations, and materially adversely affect our business.

Instances of actual or perceived risk of infection among our employees, or our service providers' employees, could further negatively impact our operations. We could also be materially adversely affected if we are unable to effectively maintain a suitably skilled and sized workforce, address employment-related matters, or maintain satisfactory relations with our employees or our employees' labor representatives.

Particularly during December 2021 and January 2022, widespread positive COVID tests resulted in flight crew absences which have caused us to cancel numerous flights. These cancellations resulted in unusually high irregular operations costs as we compensate passengers on company-cancelled flights for inconvenience suffered in addition to the ticket price.

Moreover, the ability to attract and retain passengers depends, in part, upon the perception and reputation of our company and the public's concerns regarding the health and safety of air travel generally. Actual or perceived risk of infection on our flights could have a material adverse effect on the public's comfort with air travel, which could harm our reputation and business. We expect we will continue to incur COVID-19 related costs as we sanitize airplanes and implement additional hygiene-related protocol to airplanes, and take other action to limit infection among our employees and passengers.

The COVID-19 pandemic continues to rapidly evolve. The ultimate impact of the COVID-19 pandemic is highly uncertain and subject to change.

Many attractions in the leisure destinations we serve, such as Walt Disney World in Orlando, Florida and Las Vegas hotels, temporarily closed during the pandemic, and many of these have reopened with restrictions in place, which have and will continue to impact travel to these destinations.

We have entered into agreements with the U.S. Treasury with respect to funding support pursuant to the Payroll Support Programs; pursuant to which we have agreed to certain restrictions on how we operate our business and use our cash and which could limit our ability to take actions that we otherwise might have determined to be in the best interests of our company and our shareholders.

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") was signed into law. The CARES Act provides liquidity in the form of grants and loans to air carriers, such as to us. Additional benefits were made available to us under a section of the Consolidated Appropriations Act, 2021 (the "PSP Extension Act") enacted in December 2020 and the American Rescue Plan Act enacted in March 2021 ("PSP3"). In April 2020, January 2021 and April 2021, we reached agreements with the Treasury with respect to funding support pursuant to the Payroll Support Programs under the CARES Act, the PSP Extension Act and PSP3. Pursuant to these agreements, we have agreed to certain restrictions on our business and operations, including the following:

We are prohibited from repurchasing our common stock and from paying cash dividends on our common stock until October 1, 2022;

We must place certain restrictions on certain higher-paid employee and executive pay, including limiting pay increases and severance pay or other benefits upon terminations, until April 1, 2023;

Until March 1, 2022, we must comply with any requirement issued by the DOT that we maintain certain scheduled air transportation service as DOT deems necessary to ensure services to any point served by us before March 1, 2020.

These restrictions may require that we take, or limit taking, actions that we believe to be in the best interests of our company and our shareholders. For example, the restrictions could require that we change certain of our business practices, risk our ability to retain key personnel, and expose us to additional costs (including increased compliance costs).

Risks Related to Allegiant

Our reputation and financial results could be harmed in the event of an accident or restrictions affecting aircraft in our fleet.

As of February 14, 2022, our operating fleet consists exclusively of 110 Airbus A320 series aircraft, of which all but 13 were acquired used. Our aircraft range from 3 to 24 years from their manufacture date at February 14, 2022, with an average age of 15 years.

An accident involving one of our aircraft, even if fully insured, could result in a public perception that we are less safe or reliable than other airlines, which would harm our business. Further, there is no assurance that the amount of insurance we carry would be sufficient to protect us from material loss. Because we are smaller than most airlines, an accident would likely adversely affect us to a greater degree than a larger, more established airline.

In-flight emergencies affecting our aircraft, and resulting media attention, could also contribute to a public perception regarding safety concerns and a loss of business.

The FAA could suspend or restrict the use of our aircraft in the event of actual or perceived mechanical problems or safety issues while it conducts its own investigation, whether involving our aircraft or another U.S. or foreign airline's aircraft. Our business could also be significantly harmed if the public avoids flying our aircraft due to an adverse perception of the aircraft we utilize because of safety concerns or other problems, whether real or perceived, or in the event of an accident involving these aircraft.

A breach in the security of personal or credit card data could severely damage our reputation, cause considerable additional costs and result in regulatory penalties.

We receive, retain, and transmit certain personal information about our customers. Our on-line operations also rely on the secure transmission of this customer data. We use third party systems, software, and tools in order to protect the customer data we obtain through the course of our business. Although we use these security measures to protect this customer information, a compromise of our physical or network security systems through a cyber-security attack would create the risk that our customers' personal information might be obtained by unauthorized persons. A compromise in our security systems could adversely affect our reputation, which could impact customers' willingness to do business with us using credit or debit cards, disrupt operations, and could also result in litigation or the imposition of penalties. In addition, it could be costly to remediate.

The way businesses handle customer data is subject to increasing legislation and regulation typically intended to protect the privacy of customer data received, retained, and transmitted. We could be adversely affected if we fail to comply with existing rules or practices, or if legislation or regulations are expanded to require changes in our business practices. These privacy developments are difficult to anticipate and could adversely affect our business, financial condition, and results of operations.

We rely heavily on automated systems to operate our business and any failure of these systems could harm our business.

We depend on automated systems to operate our business, including our air reservation system, telecommunication systems, our website, and other automated systems. Our continuing initiatives to enhance the capabilities of our automated systems could increase the risk of automation failures. Any failure by us to handle our automation needs could negatively affect our internet sales (on which we rely heavily) and customer service, and result in lost revenues and increased costs.

Our website and reservation system must be able to accommodate a high volume of traffic and deliver necessary functionality to support our operations. Our automated systems cannot be completely protected against events that are beyond our control, such as natural disasters, telecommunications failures, malware, ransom ware, security breaches or cyber-security attacks. Although we have implemented security measures and have information systems disaster recovery plans in place, we cannot assure investors that these measures are adequate to prevent disruptions or that the insurance would cover all losses. Substantial or repeated website, reservations system, or telecommunication system failures could decrease the attractiveness of our services.

Any disruption to these systems could result in the loss of important data and revenue, increase in expenses, and harm to our business.

Increases in fuel prices or unavailability of fuel would harm our business and profitability.

Fuel costs constituted approximately 30.5 percent of our total operating expenses in 2021 and the average cost per gallon increased by 45.3 percent in 2021 over 2020 and has continued to increase in first quarter 2022. Significant increases in fuel costs have negatively affected our operating results in the past, and future fuel cost volatility could materially affect our financial condition and results of operations.

Both the cost and availability of aircraft fuel are subject to many economic and political factors and events occurring throughout the world over which we have no control. Meteorological events may also result in short-term disruptions in the fuel supply. Aircraft fuel availability is also subject to periods of market surplus and shortage, and is affected by demand for heating oil, gasoline, and other petroleum products. Due to the effect of these events on the price and availability of aircraft fuel, our ability to control this cost is limited, and the price and future availability of fuel cannot be predicted with any degree of certainty. Due to the high percentage of our operating costs represented by fuel, a relatively small increase in the price of fuel could have a significantly negative impact on our operating costs. A fuel supply shortage or higher fuel prices could result in reduction of our service during the period affected.

We have made a business decision not to purchase financial derivatives to hedge against increases in the cost of fuel. This decision may make our operating results more vulnerable to the impact of fuel price increases.

Increased labor costs could result from industry conditions and could be impacted by labor-related disruptions.

Labor costs excluding the impact of the CARES Act grants constituted approximately 33.5 percent of our total operating costs in 2021, our largest expense line item. Labor costs are generally rising and it has become more difficult to find suitable candidates in the current economic environment.

Further, we have four employee groups (pilots, flight attendants, flight dispatchers and maintenance technicians) which have elected union representation. These groups represent approximately 71.0 percent of our employees.

In 2016, we reached a collective bargaining agreement with the International Brotherhood of Teamsters, representing our pilots. The pilot agreement is now amendable and the parties are in the process of negotiating a new labor agreement.

An agreement with the Transport Workers Union for the flight attendant group was approved in 2017 and becomes amendable during 2022. We also have agreements with the International Brotherhood of Teamsters for the flight dispatchers which was approved in May 2019 and for maintenance technicians which was approved in October 2021. These agreements will impact our costs over their respective five-year contract terms.

Future union contracts with these, or other, work groups could put additional pressure on our labor costs.

If we are unable to reach agreement on the terms of collective bargaining agreements in the future, or we experience wide-spread employee dissatisfaction, we could be subject to work slowdowns or stoppages. Any of these events could have an adverse effect on our operations and future results.

The successful development of our first Sunseeker Resort is dependent on commercial and economic factors, some of which are beyond our control.

We are developing a hotel resort in Southwest Florida. After suspension of construction during the pandemic, construction recommenced in August 2021. The successful development of the project will be subject to various risks inherent in construction projects (such as supply chain issues, cost overruns and construction delays) as well as risks of gaining sufficient interest from vacationers to stay in our hotel and suites, the desirability of the project’s location, competition and the ability to profitably operate the hotel and related offerings once open.

The success of our alliance with Viva Aerobus will depend on our ability to obtain necessary government approvals and other factors.

We will be able to implement the joint alliance with Viva Aerobus as planned only if the DOT grants us antitrust immunity and we receive similar approval from Mexican authorities. Although we believe we should qualify for these approvals, there can be no assurance we will be able to obtain them on a timely basis, or at all.

Many of the U.S. airports from which we hope to offer this service do not currently qualify to offer international service. The initiation of this service from these airports will depend on the airport satisfying the requirements for international service, for which we can provide no assurance.

Prior to offering international service on our website, we will need to implement the necessary systems to accommodate international travel and to meet the various requirements imposed by the U.S. and Mexico. There is no assurance that these requirements will be met in time for the expected launch of these services.

For Mexican routes to be operated by Viva Aerobus, we will be relying on them to provide our customers with the quality flight experience our customers expect when traveling on our airline. Otherwise, the success of the joint alliance and our reputation may suffer.

Increases in taxes could impact demand for our services.

In 2022, Congress may consider legislation that could increase the amount of Federal Excise Tax ("FET") and/or one or more of the other government fees imposed on air travel. By increasing the overall price charged to passengers, any additional taxes or fees could lessen the demand for air travel or force carriers to lower fares to maintain demand. Increased taxes and fees per passenger may impact our load factors more than other airlines as our lower fares are designed to stimulate demand for our services.

FAA limitations could impact our ability to grow in the future.

As with all airlines, the FAA must approve all aircraft and cities to be added to our operation specifications. Although there are no restrictions in place at the current time, future limitations from the FAA could potentially hinder our growth.

Unfavorable economic conditions may adversely affect travel from our markets to our leisure destinations.

The airline industry is particularly sensitive to changes in economic conditions. Unfavorable U.S. economic conditions have historically driven changes in travel patterns and have resulted in reduced discretionary spending for leisure travel. Unfavorable economic conditions could impact demand for airline travel in our under-served cities to our leisure destinations. During difficult economic times, we may be unable to raise prices in response to fuel cost increases, labor, or other operating costs, which could adversely affect our results of operations and financial condition.

Our indebtedness, debt service obligations and other commitments could adversely affect our business, financial condition and results of operations as well as limit our ability to react to changes in the economy or our industry and prevent us from servicing our debt and operating our business.

Our debt and finance lease obligations as of December 31, 2021 totaled $1.74 billion net of related costs. In addition, in December 2021, we entered into a purchase agreement with The Boeing Company to purchase 50 Boeing 737 MAX aircraft to deliver in 2023 to 2025. This indebtedness, the Boeing purchase agreement and other commitments with debt service and fixed charge obligations could:

- make it more difficult for us to satisfy our obligations with respect to our indebtedness, and any failure to comply with the obligations of any of our debt instruments, including financial and other restrictive covenants, could result in an event of default under agreements governing our indebtedness;
- make it more difficult to satisfy our other future obligations, including our obligations to pay the purchase price in respect of current and future aircraft purchase contracts;
- require us to dedicate a substantial portion of our cash flow to pay principal and interest on our debt, which will reduce the funds available to fund internal growth through working capital, capital expenditures, and for other purposes;
- limit our flexibility in planning for, or reacting to, changes in our business, the competitive environment, legislation and our industry;
- make us more vulnerable to adverse changes in our business, economic, industry, market or competitive conditions and adverse changes in government regulation;
- expose us to interest rate and pricing increases on indebtedness and financing arrangements;
- restrict us from pursuing strategic acquisitions or exploiting certain business opportunities;
- subject us to a greater risk of non-compliance with financial and other restrictive covenants in financing arrangements;
- limit, among other things, our ability to obtain additional financing for working capital, capital expenditures, debt service requirements, execution of our business strategy and other purposes or raise equity capital in the future and increasing the costs of such additional financings; and
- place us at a competitive disadvantage compared to our competitors who may not be as highly leveraged or who have less debt in relation to cash flow.

In addition, our ability to service our indebtedness will depend on our future performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors. Many of these factors are beyond our control and could materially adversely affect our business, results of operations, cash flows and financial condition.

At maturity, or in the event of an acceleration of payment obligations, we may be unable to pay our outstanding indebtedness with our cash and cash equivalents then on hand. In such event, we would be required to seek alternative sources of funding, which may not be available on commercially reasonable terms, terms as favorable as our current agreements, or at all. If we are unable to refinance our indebtedness or find alternative means of financing our operations, we may be required to take actions that are inconsistent with our current business practices or strategy.

The announced upcoming discontinuance of publishing LIBOR rates may impact the cost or availability of financing for us.

A large portion of our variable rate indebtedness ($927.5 million of outstanding principal as of December 31, 2021) references the London interbank offered rates ("LIBOR") as a benchmark for establishing the interest rate. LIBOR is expected to be phased out by the end of 2022. Although all of our LIBOR-based borrowings offer prepayment without penalty, uncertainty as to the nature of alternative reference rates and as to potential changes or other reforms to LIBOR may adversely impact the cost and availability of borrowings on which we have relied and intend to rely in the future.

Covenants in our senior secured term loan, senior secured notes and construction loan could limit how we conduct our business, which could affect our long-term growth potential.

As of December 31, 2021, the principal balances of our Term Loan and Senior Secured Notes totaled $685.9 million and the principal balance of our Sunseeker construction loan was $175.0 million. The loan agreements contain covenants limiting our ability to, among other things, make certain types of restricted payments, including paying dividends, incur debt or liens, merge or consolidate with others, dispose of assets, enter into certain transactions with affiliates, engage in certain business activities or make certain investments. In addition, the loan agreements contain financial covenants, including requiring us, at the end of each calendar quarter, to maintain a maximum total leverage ratio of 5.00:1.00 and to maintain a minimum aggregate amount of liquidity of $300.0 million. We have pledged our assets to secure the Term Loan and Senior Secured Notes with the exceptions of aircraft and aircraft engines, the Sunseeker Resort and certain other exceptions. The Sunseeker Resort is pledged to secure a $350.0 million construction loan agreement to finance the completion of the construction of the Resort. This will limit our ability to obtain debt secured by these pledged assets while these loans are outstanding.

These loan agreements contain various events of default (including failure to comply with the covenants under the loan agreements), and upon an event of default the lenders may, subject to various cure rights, require the immediate payment of all amounts outstanding under the these loans.

As a result of these restrictive covenants, we may be limited in how we conduct business, and we may be unable to raise additional debt or equity financing to operate during difficult times or to take advantage of new business opportunities.

Any inability to obtain financing for aircraft under contract could harm our fleet growth plan.

We typically finance our aircraft through debt financing after purchase. Although we believe debt financing will be available
for the aircraft we will acquire and for required pre-delivery deposits for our Boeing order, we cannot provide assurance that we will be able to secure such financing on terms attractive to us or at all. To the extent we cannot secure such financing on acceptable terms or at all, we may be required to modify our aircraft acquisition plans, incur higher than anticipated financing costs, or use more of our cash balances for aircraft acquisitions than we currently expect.

Our maintenance costs may increase as our fleet ages.

In general, the cost to maintain aircraft increases as they age, and exceeds the cost to maintain newer aircraft. FAA regulations, including the Aging Aircraft Airworthiness Directives, require additional and enhanced maintenance inspections for older aircraft. These regulations can directly impact the frequency of inspections as an aircraft ages, and vary by aircraft or engine type, depending on the unique characteristics of each aircraft and/or engine.

In addition, we may be required to comply with any future law changes, regulations, or airworthiness directives. We cannot assure investors our maintenance costs will not exceed our expectations.

We rely on third parties to provide us with facilities, aircraft and services that are integral to our business.

We have entered into agreements with third party contractors to provide certain facilities and services required for our operations, such as aircraft maintenance, ground handling, baggage services, and ticket counter space. Our reliance on others to provide essential services on our behalf gives us less control over costs and the efficiency, timeliness and quality of contract services.

We also rely on Boeing and the owners of used aircraft under contract to be able to deliver aircraft in accordance with the terms of executed agreements in a timely manner. Our planned initiation of service with these aircraft in the future could be adversely affected if the third parties fail to perform as contractually obligated.

We may not be able to maintain or grow our ancillary revenues.

Our business strategy includes expanding our ancillary products and services. We cannot ensure that passengers will pay for additional ancillary products and services we offer in the future, or that they will continue to pay for the ancillary products and services we currently offer. Regulatory changes could also adversely affect our ancillary revenue opportunities. Failure to maintain our ancillary revenues could have a material adverse effect on our results of operations, financial condition and stock price. If we are unable to maintain and grow these revenues, we may be unable to execute our strategy to continue to offer low base fares in order to stimulate demand.

Our business could be harmed if we lose the services of our key personnel.

Our business depends upon the efforts of our chief executive officer, Maurice J. Gallagher, Jr., president, John Redmond, and a small number of executive management and operating personnel. As of June 1, 2022, Mr. Gallagher will transition from chief executive officer to executive chairman and Mr. Redmond will assume the role of president and chief executive officer. We do not currently maintain key-man life insurance on Mr. Gallagher, Mr. Redmond or any other executives. We may have difficulty replacing management or other key personnel who leave and, therefore, the loss of the services of any of these individuals could harm our business.

Risks Associated with the Airline and Travel Industry

Our operating results could be affected by outbreaks of communicable diseases.

As has resulted from the COVID-19 pandemic, contagious illness and fear of contagion could have a material adverse impact on the airline industry. Any general reduction in airline passenger traffic as a result of an outbreak of disease or other travel advisories could dampen demand for our services even if not applicable to our markets. Resulting decreases in passenger volume would harm our load factors, could increase our cost per passenger and adversely affect our operating results.

The airline industry is highly competitive and future competition in our under-served markets could harm our business.

The airline industry is highly competitive. The under-served cities we serve on a scheduled basis have traditionally attracted considerably less attention from our potential competitors than larger markets, and in most of our small city markets, we are the only provider of nonstop service to our leisure destinations. If other airlines or new airline start-ups begin to provide nonstop services to and from these or similar markets, or otherwise target these or similar markets, the increase in the amount of direct or indirect competition could cause us to reconsider service to affected markets, could impact our margins or could impact our future planned service.

A future act of terrorism, the threat of such acts, or escalation of U.S. military involvement overseas could adversely affect our industry.

Even if not directed at the airline industry, a future act of terrorism, the threat of such acts, or escalation of U.S. military involvement overseas could have an adverse effect on the airline industry. In the event of a terrorist attack, the industry would likely experience significantly reduced demand for travel services. These actions, or consequences resulting from these actions, would likely harm our business and the airline and travel industry. If we are called on to provide aircraft in the event of national emergencies as a result of our participation in the CRAF program, our operations would be disrupted.

Changes in government laws and regulations imposing additional requirements and restrictions on our operations could increase our operating costs.

Airlines are subject to extensive regulatory and legal compliance requirements, both domestically and internationally, that involve significant costs. In the last several years, the FAA has issued a number of directives and other regulations relating to the maintenance and operation of aircraft that have required us to incur significant expenditures. FAA requirements cover, among other things, retirement of older aircraft, fleet integration of newer aircraft, safety management systems, collision avoidance systems, airborne windshear avoidance systems, noise abatement, weight and payload limits, assumed average passenger weight, employee drug and alcohol testing, pilot and flight attendant duty time limitations, and increased inspection and maintenance procedures to be conducted on aging aircraft. The future cost of complying with these and other laws, rules and regulations, including new federal legislative and DOT regulatory requirements in the consumer-protection area, cannot be predicted and could significantly increase our costs of doing business.

Over the past 13 years the DOT has adopted revisions and expansions to a variety of its consumer protection regulations and policies. Additional new regulations or policies may be proposed or take effect in 2022 or thereafter, whether on DOT's initiative or as directed by Congress. We are not able to predict the impact of any new consumer protection rules on our business, though we monitor the progress of potential rulings. We are subject to fines or other enforcement actions if the DOT believes we are not in compliance with these or other rules or regulations or with the federal consumer protection laws administered by the DOT.

Even if our practices are found to be in compliance with the DOT rules, we could incur substantial costs defending our practices. Additionally, federal funding to airports and/or airport bond financing could be affected through future deficit reduction legislation,

which could result in higher fees, rates, and charges at many of the airports we serve. From time to time legislative proposals have been made to re-regulate the airline industry in varying degrees - for example, to specify minimum seat-size and legroom requirements - which if adopted could affect our costs materially.

We (i.e., our airline subsidiary) and Viva, a Mexican airline, recently submitted to DOT a joint application requesting approval of and antitrust immunity for a comprehensive alliance agreement applicable to all routes we and/or Viva may operate between points in the United States and points in Mexico. We and Viva have asked DOT to provide final approval of the alliance agreement and to issue antitrust immunity by July 31, 2022, to help facilitate inauguration of service under the agreement in the first quarter of 2023. Some similar applications involving other carriers have taken DOT far longer to process, and there is no assurance our proposed time frame will be achieved. Nor is there assurance DOT will ultimately approve the agreement and grant antitrust immunity. Both parties have stated they do not intend to proceed under the agreement in the absence of antitrust immunity. In addition, performance under the agreement is contingent upon Mexican regulatory approval, as well as Mexico reattaining Category 1 status under the FAA's International Aviation Safety Assessment program, a matter within the control of the FAA and the Government of Mexico. An adverse outcome in one or more of these respects would likely thwart our plans to enter the U.S.-Mexico market for a number of years, despite the effort and expense we have incurred and continue to incur on the project.

We anticipate that in 2022 and thereafter, legislative and regulatory concern with the environmental impacts of the air transportation industry will increase, and that the longer-term effects on our fleet and operating costs may be substantial. In the past, legislation to address climate change issues as they relate to the transportation industry has been introduced in the U.S. Congress, including a proposal to require transportation fuel producers and importers to acquire market-based allowances to offset the emissions resulting from combustion of their fuels. Similarly, as recently as February 2021, legislation was introduced in the U.S. Congress to incentivize the production of sustainable aviation fuel (also known as biofuel) and to assist the aviation industry in reducing emissions. In September 2021, the Biden Administration announced plans to release a comprehensive aviation climate action plan in the coming months. According to the White House announcement, civil aviation accounts for 11 percent of emissions by the U.S. transportation sector as a whole. Other executive actions taken by the Administration are intended to serve the goal of reducing aviation emissions by 20% by 2030 and unlocking the potential for a zero-carbon aviation sector as of 2050. We cannot predict whether this or any similar legislation will pass the Congress or, if enacted into law, how it ultimately would apply to our operations or the airline industry.

In addition, the EPA concluded in 2016 that current and projected concentrations of GHG emitted by various aircraft, including all of the aircraft we and other carriers operate, threaten public health and welfare. This finding may be a precursor to increased EPA regulation of commercial aircraft emissions in the United States, as has taken effect for operations within the European Union under EU legislation. Binding international measures adopted under the auspices of the International Civil Aviation Organization ("ICAO"), a specialized agency of the United Nations, are scheduled to become effective over the next several years, with the pilot phase having begun in 2021. In January 2021 the EPA adopted regulations setting emissions standards equivalent to ICAO's for newly-designed aircraft, with immediate effect, and for in-production aircraft, effective 2028. Similarly, in December 2021, the EPA proposed particulate matter emission standards and test procedures applicable to certain classes of jet engines (including those commonly used in the airline industry) to replace the existing smoke standards for aircraft. These proposed standards and procedures would harmonize with ICAO requirements and apply to newly-designed and in-production aircraft engines. At present, the aircraft we operate are not affected by these standards, although as noted, we anticipate an ever-increasing legislative and regulatory focus on aviation's impacts on the environment. These developments and any additional legislation or regulations addressing climate change are likely to increase our costs of doing business in the future and the increases could be material.

With respect to aircraft weight and balance, consumer protection, climate change, taxation, and other matters affecting the airline industry, whether the source of new requirements is legislative or regulatory, increased costs will adversely affect our profitability if we are unable to pass the costs on to our customers or adjust our operations to offset the new costs.

Existing and proposed state-specific labor laws could affect our ability to schedule and operate flights efficiently, and as a result could increase our operating costs and liability exposure.

Various states and localities across the country are attempting to impose requirements, such as wage and hour requirements, meal and rest break and sick leave laws, on flight attendants and pilots ("flight crew") who spend the vast majority of their working hours in the air and in various states and jurisdictions on a daily basis. These requirements would create significant operational challenges for air carriers by creating a patchwork of state and local laws which undermine the federal deregulation of the airline industry and, in theory, could require airlines to simultaneously comply with rules which conflict with those of other jurisdictions and the provisions of labor agreements. Courts continue to remain divided on whether federal deregulation preempts these state laws and Congress has not addressed the issue. The impact on flight crew staffing, pay and scheduling technology may potentially increase our costs of doing business and could make certain routes cost prohibitive. Flight crews have filed class action lawsuits against air carriers in a number of states with varied results and, in many cases, the results have been appealed. We have been sued in California by a flight attendant seeking class action certification on claims involving these issues. Such suits are costly to defend and could result in sizeable liability exposure for any air carrier.

Airlines are often affected by factors beyond their control, including air traffic congestion, weather conditions, increased security measures, and a reduction in demand to any particular market, any of which could harm our operating results and financial condition.

Like other airlines, we are subject to delays caused by factors beyond our control, including air traffic congestion at airports and en route, adverse weather conditions, increased security measures, and the outbreak of disease. Delays frustrate passengers and increase costs, which in turn could affect profitability. During periods of fog, snow, rain, storms or other adverse weather conditions, flights may be canceled or significantly delayed. Cancellations or delays due to weather conditions, traffic control problems, and breaches in security could harm our operating results and financial condition.

A substantial proportion of our scheduled flights have Las Vegas, Orlando, Phoenix, Tampa/St. Petersburg, Los Angeles, Punta Gorda, or Destin as either their destination or origin. Our business could be harmed by any circumstances causing a reduction in demand for air transportation to one or more of these markets, or our other leisure destinations, such as adverse changes in local economic conditions, negative public perception of the particular city, significant price increases, or the impact of future terrorist attacks or natural disasters.

Risks Related to Our Stock Price

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

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

- the impact of pandemics and other communicable diseases on air travel and any related government restrictions impacting air travel
- fuel price volatility, and the effect of economic and geopolitical factors and worldwide oil supply and consumption on fuel availability
- announcements concerning our competitors, new market entrants, the airline industry, or the economy in general
- strategic actions by us or our competitors, such as acquisitions or restructurings
- media reports and publications about the safety of our aircraft or the aircraft types we operate
- new regulatory pronouncements and changes in regulatory guidelines
- announcements concerning our business strategy
- our ability to grow service in the future as rapidly as the market anticipates as we continue to add more cities to our network
- general and industry-specific economic conditions
- changes in financial estimates or recommendations by securities analysts
- substantial sales of our common stock or other actions by investors with significant shareholdings
- additional issuances of our common stock
- labor costs or work actions
- general market conditions

The stock markets in general have experienced substantial volatility that has often been unrelated to the operating performance of particular companies. These types of broad market fluctuations may adversely affect the trading price of our common stock.

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

Other companies may have difficulty acquiring us, even if doing so would benefit our stockholders, due to provisions under our corporate charter and bylaws, as well as Nevada law.

Provisions in our articles of incorporation, our bylaws, and under Nevada law could make it more difficult for other companies to acquire us, even if doing so would benefit our stockholders. Our articles of incorporation and bylaws contain the following provisions, among others, which may inhibit an acquisition of our company by a third party:

- advance notification procedures for matters to be brought before stockholder meetings
- a limitation on who may call stockholder meetings
- the ability of our board of directors to issue up to 5,000,000 shares of preferred stock without a stockholder vote

We are also subject to provisions of Nevada law that prohibit us from engaging in any business combination with any "interested stockholder," meaning generally that a stockholder who beneficially owns 10 percent or more of our stock cannot acquire us for a period of time after the date this person became an interested stockholder, unless various conditions are met, such as approval of the transaction by our board of directors and stockholders.

Under U.S. laws and the regulations of the DOT, we must be under the actual control of U.S. citizens at all times. By law, our president/CEO and at least two-thirds of our board of directors and other managing officers must be U.S. citizens and not more than 25 percent of our voting stock may be owned or controlled by non-U.S. citizens (although consistent with DOT policy, our overall foreign economic ownership may be as high as 49 percent). Any of these restrictions as well as DOT prior-approval requirements could have the effect of delaying or preventing a change in control.

Our corporate charter and bylaws include provisions limiting voting by non-U.S. citizens.

To comply with restrictions imposed by federal law on foreign ownership of U.S. airlines, our articles of incorporation and bylaws restrict voting of shares of our capital stock by non-U.S. citizens. The restrictions imposed by federal law currently require no more than 25 percent of our stock be voted, directly or indirectly, by persons who are not U.S. citizens, and that our president and at least two-thirds of the members of our board of directors be U.S. citizens. Our bylaws provide no shares of our capital stock may be voted by or at the direction of non-U.S. citizens unless such shares are registered on a separate stock record, which we refer to as the foreign stock record. Our bylaws further provide no shares of our capital stock will be registered on the foreign stock record if the amount so registered would exceed the foreign ownership restrictions imposed by federal law. Registration on the foreign stock record is made in chronological order based on the date we receive a written request for registration. Non-U.S. citizens will be able to own and vote shares of our common stock only if the combined ownership by all non-U.S. citizens does not violate these requirements.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Aircraft

The following table summarizes our total in-service aircraft as of December 31, 2021:

Aircraft Type	Number of In-Service Aircraft	Seating Capacity (per aircraft)	Age Range (years)	Average Age in Years
Airbus A319	35	156	15-18	16.4
Airbus A320	73	177/180/186	3-24	14
Total aircraft	108			

Ground Facilities

We lease facilities at the majority of our leisure destinations and several other airports we serve. Our leases for terminal passenger service facilities (which include ticket counter and gate space, and operations support areas) generally have a term ranging from month-to-month to several years, and may typically be terminated with a 30 to 90 day notice. We have also entered into use agreements at each of the airports we serve which provide for non-exclusive use of runways, taxiways, and other facilities. Landing fees under these agreements are based on the number of landings and weight of the aircraft.

The following details the airport locations we utilize as operational bases as of February 14, 2022:

Airport	Location
Asheville Regional Airport	Fletcher, North Carolina
Austin-Bergstrom International Airport	Austin, Texas
Bellingham International Airport	Bellingham, Washington
Cincinnati/Northern Kentucky International Airport	Hebron, Kentucky
Des Moines International Airport	Des Moines, Iowa
Destin-Fort Walton Beach Airport	Destin, Florida
Ft. Lauderdale-Hollywood International Airport	Ft. Lauderdale, Florida
Gerald R. Ford International Airport	Grand Rapids, Michigan
Indianapolis International Airport	Indianapolis, Indiana
Lehigh Valley International Airport	Allentown, Pennsylvania
Los Angeles International Airport	Los Angeles, California
Harry Reid International Airport	Las Vegas, Nevada
McGhee Tyson Airport	Knoxville, Tennessee
Nashville International Airport	Nashville, Tennessee
Orlando Sanford International Airport	Sanford, Florida
Phoenix-Mesa Gateway Airport	Mesa, Arizona
Pittsburgh International Airport	Pittsburgh, Pennsylvania
Punta Gorda Airport	Punta Gorda, Florida
Sarasota Bradenton International Airport	Sarasota, Florida
Savannah/Hilton Head International Airport	Savannah, Georgia
St.Petersburg-Clearwater International Airport	St. Petersburg, Florida

We have plans to open bases at Bishop International Airport in Flint, Michigan and Appleton International Airport in Appleton, Wisconsin during 2022.

We believe we have sufficient access to gate space for current and presently contemplated future operations at all airports we serve.

We use leased facilities at our operational bases to perform line maintenance, overnight parking of aircraft, and other operations' support. We lease additional space in cargo areas at Harry Reid International Airport (Las Vegas), Nashville International Airport,

Orlando Sanford International Airport, Phoenix-Mesa Gateway Airport, Punta Gorda Airport, Sarasota Manatee Airport, Savannah/Hilton Head International Airport, Cincinnati/Northern Kentucky International Airport, and St. Petersburg-Clearwater International Airport for our primary line maintenance operations. We also lease or own warehouse space in Las Vegas, Orlando Sanford, St. Petersburg-Clearwater, Punta Gorda, and Phoenix-Mesa for aircraft spare parts and supplies.

Our primary corporate offices are located in Las Vegas, where we own approximately 11 acres of property containing approximately 211,000 square feet of office space.

We also lease and/or own other facilities in Las Vegas and Florida, with approximately 350,000 square feet of space used for training and other corporate purposes. These leases expire between 2022 and 2036.

Sunseeker Resort

We own approximately 24 acres on the harbor in Port Charlotte, Florida for the construction of Sunseeker Resort - Charlotte Harbor. In November 2021 we acquired an office building in Lake Suzy, Florida for Sunseeker administration. Additionally, we own a golf course consisting of 156 acres in Lake Suzy, Florida.

Item 3. 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 effect on our financial position, liquidity, or results of operations.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities

Market for our common stock

Our common stock is quoted on the Nasdaq Global Select Market (symbol: ALGT). On February 14, 2022, the last sale price of our common stock was $172.33 per share. The following table sets forth the range of high and low sale prices for our common stock for the periods indicated.

Period	High	Low
2021		
1st Quarter	$ 271.29	$ 172.91
2nd Quarter	255.76	187.09
3rd Quarter	215.48	171.53
4th Quarter	206.40	163.60
2020		
1st Quarter	$ 180.20	$ 60.06
2nd Quarter	139.68	63.50
3rd Quarter	144.87	100.10
4th Quarter	190.51	112.71

As of February 14, 2022, there were 175 holders of record of our common stock. Because many of our shares are held by brokers and other institutions on behalf of shareholders, we are unable to estimate the total number of beneficial holders.

Securities Authorized for Issuance under Equity Compensation Plans

The following table provides information regarding options, warrants and other rights to acquire equity securities under our equity compensation plans as of December 31, 2021:

	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans[2]
Equity compensation plans approved by security holders[1]	—	N/A	240,792

[1] There are no securities to be issued under any equity compensation plans not approved by our security holders.
[2] Our 2016 Long-Term Incentive Plan applies a fungible ratio such that a full-value award, such as a restricted stock grant or restricted stock unit grant, will be counted at two times its number for purposes of the plan limit. As a result, a maximum of 120,396 shares of restricted stock are remaining for future issuance under the 2016 Long-Term Incentive Plan.

Dividend Policy

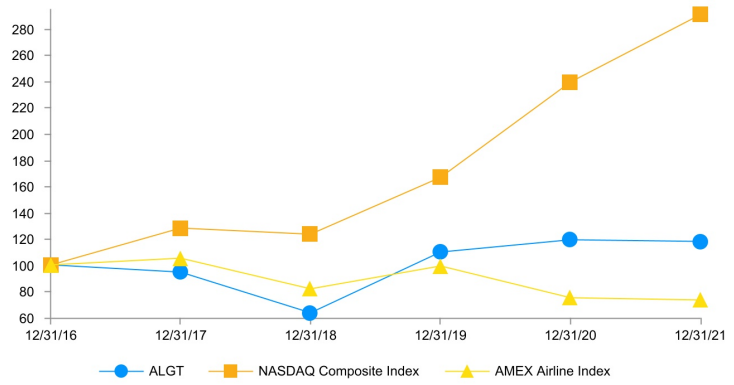
We paid a quarterly dividend from 2015 through first quarter 2020 when we suspended all cash dividends upon the onset of the pandemic. In addition, in connection with the Payroll Support Program Agreements we entered into with the Treasury, we are required to comply with the relevant provisions of the CARES Act, PSP Extension Act and PSP3, including those prohibiting the repurchase of common stock and the payment of cash dividends until September 30, 2022. As a result, we have not paid any dividend since the quarterly dividend which was declared and paid in first quarter of 2020.

Our Repurchases of Equity Securities

We agreed not to repurchase shares through September 30, 2022 in connection with receipt of financial support under the Payroll Support Program Agreements.

Stock Price Performance Graph

The following graph compares the cumulative total shareholder return on our common stock with the cumulative total return on the Nasdaq Composite Index and the AMEX Airline Index since December 31, 2016. The graph assumes that the value of the investment in our common stock and each index was $100 on December 31, 2016 and that all dividends are reinvested. Stock price performance for the historical periods presented is not necessarily indicative of future results.



	12/31/2016	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021
ALGT	$ 100.00	$ 94.68	$ 63.59	$ 109.64	$ 119.19	$ 117.87
Nasdaq Composite Index	100.00	128.24	123.26	166.68	239.42	290.63
AMEX Airline Index	100.00	105.23	81.71	99.10	74.87	73.57

The stock price performance graph shall not be deemed incorporated by reference by any general statement incorporating by reference this annual report on Form 10-K 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.

Item 6. Selected Financial Data

Operating statistics (unaudited):	For the Year Ended December 31, 2021	2020	2019	Percent Change [5] YoY	Yo2Y
Total system statistics:					
Passengers	13,637,405	8,623,984	15,012,149	58.1%	(9.2)%
Available seat miles (ASMs) (thousands)	17,490,571	13,125,533	16,174,240	33.3	8.1
Operating expense per ASM (CASM) (cents)[1]	8.26	9.68	9.13	(14.7)	(9.5)
Fuel expense per ASM (cents)	2.52	1.69	2.65	49.1	(4.9)
Operating CASM, excluding fuel (cents)[1]	5.74	7.99	6.48	(28.2)	(11.4)
ASMs per gallon of fuel	85.4	87.8	82.3	(2.7)	3.7
Departures	117,047	87,955	110,542	33.1	5.9
Block hours	264,628	196,849	248,513	34.4	6.5
Average stage length (miles)	856	862	855	(0.7)	0.1
Average number of operating aircraft during period	103.0	97.4	85.6	5.7	20.3
Average block hours per aircraft per day	7.0	5.9	8.0	18.6	(12.5)
Full-time equivalent employees at end of period	4,458	3,863	4,363	15.4	2.2
Fuel gallons consumed (thousands)	204,689	149,479	196,442	36.9	4.2
Average fuel cost per gallon	$ 2.15	$ 1.48	$ 2.18	45.3	(1.4)
Scheduled service statistics:					
Passengers	13,509,544	8,553,623	14,823,267	57.9	(8.9)
Revenue passenger miles (RPMs) (thousands)	11,963,715	7,626,470	13,038,003	56.9	(8.2)
Available seat miles (ASMs) (thousands)	17,027,902	12,814,080	15,545,818	32.9	9.5
Load factor	70.3 %	59.5 %	83.9 %	10.8	(13.6)
Departures	113,121	85,276	105,690	32.7	7.0
Block hours	256,991	191,732	238,361	34.0	7.8
Average seats per departure	174.2	172.8	171.1	0.8	1.8
Yield (cents)[3]	6.61	5.88	7.00	12.4	(5.6)
Total passenger revenue per ASM (TRASM) (cents)[2]	9.78	7.40	11.28	32.2	(13.3)
Average fare - scheduled service[4]	$ 58.50	$ 52.45	$ 61.58	11.5	(5.0)
Average fare - air-related charges[4]	$ 58.33	$ 53.02	$ 51.96	10.0	12.3
Average fare - third party products	$ 6.40	$ 5.43	$ 4.72	17.9	35.6
Average fare - total	$ 123.24	$ 110.91	$ 118.26	11.1	4.2
Average stage length (miles)	862	867	859	(0.6)	0.3
Fuel gallons consumed (thousands)	198,891	145,528	188,596	36.7	5.5
Average fuel cost per gallon	$ 2.13	$ 1.48	$ 2.18	43.9	(2.3)
Rental car days sold	1,361,123	1,132,173	1,921,930	20.2	(29.2)
Hotel room nights sold	261,158	199,059	415,593	31.2	(37.2)
Percent of sales through website during period	94.7 %	93.1 %	93.3 %	1.6	1.5

(1) Includes effect of special items in the years 2020 and 2021.

(2) Various components of this measure do not have a direct correlation to ASMs. These figures are provided on a per ASM basis so as to facilitate comparisons with airlines reporting costs and revenues on a per ASM basis.

(3) Defined as scheduled service revenue divided by revenue passenger miles.

(4) Reflects division of passenger revenue between scheduled service and air-related charges in our booking path.

(5) Except load factor and percent of sales through website, which is percentage point change.

The following terms used in this section and elsewhere in this annual report have the meanings indicated below:

"*Available seat miles*" or "*ASMs*" represents the number of seats available for passengers multiplied by the number of miles the seats are flown.

"*Average fuel cost per gallon*" represents total aircraft fuel expense for our total system divided by the total number of fuel gallons consumed in our total system.

"*Average stage length*" represents the average number of miles flown per flight.

"Block hours" represents the number of hours during which the aircraft is in revenue service, measured from the time of gate departure until the time of gate arrival at the destination.

"*Load factor*" represents the percentage of aircraft seating capacity utilized (revenue passenger miles divided by available seat miles).
"*Operating expense per ASM*" or "*CASM*" represents operating expenses divided by total system available seat miles.

"*Operating CASM, excluding fuel*" represents operating expenses, less aircraft fuel expense, divided by total system available seat miles. This statistic provides 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 and therefore are beyond our control.

"*Passengers*" represents the total number of passengers flown on all flight segments.

"*Revenue passenger miles*" or *"RPMs"* represents the number of miles flown by revenue passengers.

"Total passenger revenue per ASM" or *"TRASM"* represents total passenger revenue divided by scheduled service available seat miles.

Item 7. 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 years ended December 31, 2021 and 2020. Unless otherwise expressly stated, for discussion and analysis of 2019 and a comparison of our 2020 results to 2019 results, please refer to our Annual Report on Form 10-K for the year ended December 31, 2020, under Part II Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations. Also discussed is our financial position as of December 31, 2021 and 2020. Investors should read this discussion in conjunction with our consolidated financial statements, including the notes thereto, appearing elsewhere in this annual report. This discussion and analysis contains forward-looking statements. Please refer to the section entitled "Disclosure Regarding Forward-Looking Statements" at the beginning of this annual report on Form 10-K for a discussion of the uncertainties, risks and assumptions associated with these statements.

2021 Highlights

The 2021 year continued to be impacted by the COVID-19 pandemic resulting in load factor reductions and a higher than normal level of cancellations across the industry. Despite the COVID challenges, highlights during the year included:

- Expanded the network by adding 111 new routes and eight new cities bringing total routes and cities served to 608 and 133 respectively as of December 31, 2021
  - After the addition of Boeing 737 MAX aircraft, the list of potential incremental routes to add to the network will exceed 1,400
- Allegiant World Mastercard voted USA Today Readers' Choice Best Airline Co-Branded Credit Card for the third consecutive year
- Reported profitability in the second, third and fourth quarters 2021 after pandemic losses
  - One of only a few domestic carriers to record a profitable year
- Successful equity offering completed in the second quarter of 2021 which resulted in the receipt of $335.1 million in cash
- Announced plans for a fully-integrated Commercial Alliance Agreement with Viva Aerobus
- Entered into an agreement with Boeing to purchase 50 737 MAX aircraft, powered by CFM LEAP 1-B engines, with deliveries beginning mid-2023
- Launched the Allways Rewards non-card loyalty program during the third quarter and ended 2021 with nearly 13 million members
- Partnered with Schneider Electric after the end of the year to help develop an ESG program.
- Included on Forbes' list of America's Best Employers for Diversity in 2021

AIRCRAFT

Operating Fleet

The following table sets forth the number and type of aircraft in service and operated by us as of the dates indicated. All of the aircraft in our fleet as of December 31, 2021 are owned by us except as indicated in the footnotes to the table:

	As of December 31,		
	2021	**2020**	**2019**
A320[1][2]	73	61	54
A319[3]	35	34	37
Total	108	95	91

[1] Does not include nine aircraft of which we have taken delivery as of December 31, 2021 and were not in service as of that date. Of the nine aircraft, two aircraft were acquired under operating leases and four were acquired under finance leases.
[2] Includes eleven aircraft under finance lease and eleven aircraft under operating lease as of December 31, 2021.
[3] Includes four aircraft under operating lease as of December 31, 2021.

As of December 31, 2021, we are party to forward purchase agreements for 51 aircraft with one delivery expected in 2022, ten in 2023 and the remainder thereafter. Additionally, we are party to finance leases of nine aircraft expected to deliver in 2022. Refer to Part I - Item 2. Properties for further detail regarding our aircraft fleet. We continuously consider aircraft acquisitions on an opportunistic basis.

NETWORK

We 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.

As of February 14, 2022, and including recent service announcements, we were selling seats on 615 routes serving 132 cities in 43 states. This includes our recent announcements through February 14, 2022.

The following table shows the number of leisure destinations and cities served as of the dates indicated (includes cities served seasonally):

	As of December 31,		
	2021	2020	2019
Leisure destinations	33	28	27
Origination cities	99	96	97
Total cities	132	124	124
Total routes	595	497	466

TRENDS

COVID-19

The COVID-19 pandemic has significantly impacted our operating results for the years ended December 31, 2020 and 2021 and may continue to do so into the future. We believe that demand in the foreseeable future will continue to fluctuate in response to fluctuations in COVID-19 cases, variants of the virus, hospitalizations, deaths, treatment efficacy, the availability of vaccines, CDC recommendations, and government restrictions.

Despite the pandemic and airline industry challenges, since the beginning of 2021 and through December 31, 2021, we have announced service on 111 new routes and to eight new cities, including seasonal and temporary routes. We will continue to manage capacity to meet demand, which we believe is a core strength of our business model.

Boeing Agreement

In December 2021, we signed an agreement with The Boeing Company to purchase 50 newly manufactured 737MAX aircraft scheduled to be delivered in 2023 to 2025 with options to purchase an additional 50 737's. We believe this new aircraft purchase is complimentary with our low cost strategy based on of our intent to retain ownership of the aircraft, the longer useful life for depreciation purposes, expected fuel savings and operational reliability from the use of these new aircraft.

Growth

We plan to continue to grow our aircraft fleet and route network and have executed agreements to acquire 69 incremental aircraft since January 1, 2021, of which 60 have yet to be delivered as of February 14, 2022. Our future profitability will be affected by the success of our growth initiatives.

Operations

Noncontrollable and controllable factors have contributed to a higher than normal level of cancellations beginning in second quarter 2021 and have resulted in increased irregular operations costs. The noncontrollable factors include labor shortages, weather, TSA delays generally and particularly at smaller airports, airport overcrowding and supply chain disruptions. Controllable issues relate to various aspects of our operations as we had to readjust to providing peak capacity while also facing a number of external issues as indicated above. We believe these issues are not unique to Allegiant nor do we believe they are systemic. Our irregular operations costs are also impacted by our policy to compensate passengers for their inconvenience in addition to the ticket price, which we believe is unique and incremental to what other airlines provide on cancellations.

We are investing incrementally in our operations in an attempt to improve performance and this may put pressure on unit costs in the near term. However, if these problems persist, we may suffer reputational damage and incur higher costs for irregular operations.

Union Negotiations

The collective bargaining agreement with our pilots is currently amendable and the parties have begun to discuss the terms of a new labor agreement for this work group. The terms of any new collective bargaining agreement will impact our costs over the term of the contract.

Aircraft Fuel

The cost of fuel is volatile, as it is subject to many economic and geopolitical factors we can neither control nor predict. Significant increases in fuel costs could materially affect our operating results and profitability. We have not sought to use financial derivative products to hedge our exposure to fuel price volatility, nor do we have any plans to do so in the future.

Engagement of Schneider Electric as ESG Consultant

We have entered into a three-year partnership with Schneider Electric to help us develop an Environmental, Social and Governance (ESG) program including:

- Identifying and prioritizing relevant ESG topics through a materiality assessment
- Establishing ESG goals and environmental goal achievement plans
- Developing an inaugural ESG report referencing the Global Reporting Initiative (GRI) and Sustainability Accounting Standards Board (SASB) frameworks
- Providing ongoing carbon emissions reporting of Scope 1, 2 and 3 greenhouse gas (GHG) emissions
- Supporting the communications efforts around our ESG program

Viva Aerobus Alliance

In December 2021, we announced plans for a fully-integrated commercial alliance agreement with Viva Aerobus, designed to expand options for nonstop leisure air travel between our markets in the United States and Mexico. We and Viva Aerobus have

submitted a joint application to the DOT requesting approval of and antitrust immunity for the alliance. The transactions are also subject to clearance by the Mexican Federal Economic Competition Commission.

We and Viva Aerobus currently expect to offer flights under the alliance beginning in the first quarter of 2023, pending governmental approval of the applications.

Sunseeker Resort

We recommenced the construction of our Sunseeker Resort in Southwest Florida in August 2021. In October 2021, we entered into a credit agreement with affiliates of Castlelake L.P. to finance up to $350 million of the remaining construction cost. With this funding, we expect to open the Resort in early 2023.

Our Operating Expenses

A brief description of the items included in our operating expense line items follows.

Aircraft fuel expense includes the cost of aircraft fuel, fuel taxes, into plane fees and airport fuel flowage, storage or through-put fees.

Salaries and benefits expense includes wages, salaries, and employee bonuses, sales commissions for in-flight personnel, as well as expenses associated with employee benefit plans, stock compensation expense related to equity grants, and employer payroll taxes. The CARES Act employee retention tax credit is recorded as an offset to salaries and benefits expense.

Station operations expense includes the fees charged by airports for the use or lease of airport facilities and fees charged by third party vendors for ground handling services, commissary expenses, irregular operations, and other related services.

Depreciation and amortization expense includes the depreciation of all owned fixed assets and assets recorded in connection with a finance lease, including aircraft and engines. Also included is the amortization of major maintenance expenses on our Airbus A320 series aircraft and engines, which are capitalized under the deferral method of accounting and amortized as a component of depreciation and amortization expense over the estimated period until the next scheduled major maintenance event.

Maintenance and repairs expense includes all parts, materials and spares required to maintain our aircraft. Also included are fees for repairs performed by third party vendors.

Sales and marketing expense includes all advertising, promotional expenses, sponsorships, travel agent commissions and debit and credit card processing fees associated with the sale of scheduled service and air-related ancillary charges.

Aircraft lease rentals expense consists of the cost of leasing aircraft under operating leases with third parties as well as the cost for sub-service which may be contracted out in conjunction with operational disruptions.

Other expense includes travel and training expenses for crews and ground personnel, facility lease expenses, professional fees, personal property taxes, information technology consulting, non-salary expenses for non-airline initiatives (including, Sunseeker Resort - Charlotte Harbor, and the now discontinued Allegiant Nonstop family entertainment centers and Teesnap), the cost of passenger liability insurance, aircraft hull insurance and all other insurance policies excluding employee welfare insurance. Additionally, this expense includes loss on disposals of aircraft and other equipment disposals, and all other administrative and operational overhead expenses not included in other line items above.

Payroll Support Programs grant recognition includes the portion of government payroll support that represents a direct grant and is recognized as a credit to operating expense on the statement of income.

Special charges include non-cash impairment charges taken in 2020 on the long-lived assets of our subsidiaries including Sunseeker Resort, Allegiant Nonstop, Teesnap and on an investment in a third party as well as other charges specifically related to COVID-19 including the non-operating special charges related to the termination of the loan agreement related to Sunseeker Resort Charlotte Harbor. Special charges taken in 2021 include charges specifically related to COVID-19. See Note 2 to the Consolidated Financial Statements for further information.

RESULTS OF OPERATIONS

2021 compared to 2020

Operations during 2020 consisted of two months of pre-pandemic activity and the period from March 2020 through December 2020 which was substantially impacted by the pandemic. The comparisons below of the results for 2021 and 2020 should be read with this in mind.

As comparisons of our 2021 results to 2020 reflect disproportionate changes due to the impact of the pandemic on air travel, we have also provided analysis of certain revenue and expense line items to 2019 results where helpful to understand trends in our performance.

Operating Revenue

Passenger revenue. Passenger revenue increased 75.0 percent in 2021 compared with 2020. The increase was primarily attributable to the effects of COVID-19 in 2020, where a significant decline in passenger demand impacted operations from March to December 2020. Scheduled service passengers and average base fares in 2021 were up 57.9 percent and 11.5 percent, respectively, over 2020.

As compared to 2019, passenger revenue decreased by 6.2 percent, as the impact of a 13.6 percentage point decline in scheduled service load factor was partially offset by a 9.5 percent increase in capacity as we continued to restore capacity from 2020 levels and expand our route network.

Air ancillary average fare for 2021 increased by 10.0 percent when compared to 2020 and 12.3 percent when compared to 2019, the increase over 2019 more than offsetting a 5.0 percent decline in average base fares. The increase was primarily driven by an increased take rate on bundled air ancillary products.

Third party products revenue. Third party products revenue for 2021 increased 86.1 percent over 2020 and 23.5 percent when compared to 2019. The increase from 2020 was primarily the result of greater travel demand for rental cars and hotels than the early part of the pandemic. The increase from 2019 was attributable to growth in our co-branded credit card revenues, which more than offset declines in rental car days and hotel room nights.

Fixed fee contract revenue. Fixed fee contract revenue for 2021 increased 53.3 percent compared with 2020. This was primarily due to a 37.1 percent increase in related departures due to increased charter activity when compared to 2020, which was most impacted by the pandemic. During 2021, ad-hoc charters increased by 181.1 percent over 2020 levels as we benefited from March Madness which did not occur in 2020 due to the pandemic and also the return of a full college football season.

Fixed fee contract revenue for 2021 as compared to 2019 decreased by 36.7 percent due to continuing depressed demand for group charters compared to pre-pandemic periods.

Other revenue. Other revenue decreased by 87.6 percent for 2021, when compared to 2020. The decrease is due to decreased activity in our non-airline subsidiaries, including the closure of the family entertainment centers in 2020 and the sale of our Teesnap golf management business in April 2021.

Operating Expenses

The following table presents operating unit costs on a per ASM basis, defined as Operating CASM, for the indicated periods. Excluding fuel on a per ASM basis provides 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.

Unitized costs (in cents)	Twelve Months Ended December 31, 2021	2020	2019	Percent Change YoY	Yo2Y
Aircraft fuel	2.52	1.69	2.65	49.1 %	(4.9)%
Salaries and benefits	2.77	2.88	2.78	(3.8)	(0.4)
Station operations	1.39	1.10	1.06	26.4	31.1
Maintenance and repairs	0.61	0.49	0.57	24.5	7.0
Depreciation and amortization	1.04	1.34	0.96	(22.4)	8.3
Sales and marketing	0.42	0.33	0.49	27.3	(14.3)
Aircraft lease rentals	0.12	0.07	—	71.4	NM
Other	0.47	0.61	0.62	(23.0)	(24.2)
Payroll Support Programs grant recognition	(1.16)	(1.16)	—	—	NM
Special charges	0.08	2.33	—	(96.6)	NM
CASM	8.26	9.68	9.13	(14.7)	(9.5)
Operating CASM, excluding fuel [2]	5.74	7.99	6.48	(28.2)	(11.4)
Adjusted CASM [1]	9.12	8.61	9.13	5.9	(0.1)
Adjusted CASM, excluding fuel [2]	6.60	6.92	6.48	(4.6)	1.9

[1] Reconciliation of CASM to Adjusted CASM:

	Year Ended December 31, 2021 (in millions)	2021 Per ASM (cents)	2020 (in millions)	2020 Per ASM (cents)
CASM (cents)		8.26		9.68
Add:				
Net Benefit from Payroll Support Programs [3]	$ 192.0	1.09	$ 165.4	1.26
Operating Special Charges	(14.0)	(0.08)	(306.3)	(2.33)
Bonus Accrual	(27.1)	(0.15)	—	—
Adjusted CASM (cents)		9.12		8.61

[2] Excludes aircraft fuel expense.
[3] Net benefit from Payroll Support Programs includes Payroll Support Programs grant recognition and Employee Retention Tax Credit.

Salaries and benefits expense. Salaries and benefits expense increased $106.7 million, or 28.3 percent, in 2021 compared to 2020. The increase is largely due to a 15.4 percent year over year increase in the average number of full-time equivalent employees. The increase was also driven by voluntary leave programs offered to employees, voluntary pay reductions, and suspension of the bonus accrual that were in effect during 2020 during the early stages of the pandemic.

Salaries and benefits expense increased by $34.1 million or 7.6 percent as compared to 2019. The increase is driven by a 2.2 percent increase in the average number of full time equivalent employees and annual increases in crew pay.

Aircraft fuel expense. Aircraft fuel expense increased $218.4 million, or 98.5 percent, in 2021 compared to the same period in 2020. The increase was due to the recovery from the COVID-19 pandemic as departures increased by 33.1 percent resulting in an increase of 36.9 percent in fuel gallons consumed along with a 45.3 percent increase in average fuel cost per gallon.

Aircraft fuel expense increased by $12.4 million or 2.9 percent in 2021 compared to 2019. This was primarily driven by a 5.9 percent increase in departures resulting in a 4.2 percent increase in fuel gallons consumed offset by a 1.4 percent decrease in average fuel cost per gallon.

Station operations expense. Station operations expense during 2021 increased $98.6 million or 68.1 percent over 2020 primarily due to a 33.1 percent increase in departures, increased costs associated with irregular operations, and increased airport and landing fees.

As compared to 2019, station operations expense increased by $71.9 million or 42.0 percent due to a 5.9 percent increase in departures, increased costs associated with irregular operations and airport fees. Irregular operations costs in 2021 were significantly attributable to COVID absences of flight crews which were highest in December 2021. These absences resulted in

numerous flight cancellations. The amount of irregular operations costs is significantly impacted by our decision to compensate impacted passengers for their inconvenience in addition to the ticket price. Unusually high cancellations due to flight crew COVID absences have continued into early 2022.

Depreciation and amortization expense. Depreciation and amortization expense during 2021 increased $4.8 million or 2.7 percent including a $2.9 million increase in amortization of deferred heavy maintenance as compared to 2020 as there was an increase of 5.7 percent in the average number of aircraft in service.

When compared to 2019, depreciation and amortization expense increased 16.2 percent including a 59.7 percent increase in amortization of deferred heavy maintenance as the average number of aircraft in service during the period increased 20.3 percent.

Maintenance and repairs expense. Maintenance and repairs expense during 2021 increased by $42.0 million or 65.8 percent compared to 2020. This was primarily due to a 5.7 percent increase in the average number of aircraft in service and an 18.6 percent increase in utilization year over year as capacity was 33.3 percent lower in 2020 as a result of the pandemic.

As compared to 2019, maintenance and repairs expense increased by $14.2 million or 15.5 percent as the number of aircraft in service increased by 20.3 percent, offset by the effect of a 12.5 percent decrease in utilization year over two year.

Sales and marketing expense. Sales and marketing expense during 2021 increased 67.2 percent compared to 2020. In 2020, advertising spend was intentionally pulled back beginning in March due to the pandemic. There was also an increase in net credit card fees in 2021 as a result of a 75.0 percent increase in passenger revenue year over year.

As compared to 2019, sales and marketing expense decreased by 7.8 percent due to our efforts to more adeptly deploy advertising spend.

Other operating expense. Other expense increased by $4.6 million or 5.8 percent year over year, due to increased flight operations year over year.

Payroll Support Programs grant recognition. We received a total of $203.9 million during 2021 from the U.S. Treasury through the payroll support programs. The direct grants were recognized as a credit to operating expense on our statement of income, over the periods for which the funds were intended to compensate.

During 2020, we received $176.9 million in funds through the payroll support programs. We recognized $152.4 million of the direct grants as an offset to operating expense on our statement of income.

Special charges. Special charges of $14.0 million were recorded within operating expenses during 2021 compared to $306.3 million in 2020. The special charges relate to expenses that were unique and specific to COVID-19. These charges in 2021 include accelerated retirements of two airframes and three engines, acceleration of certain existing stock awards and an impairment loss on a building associated with the Allegiant Nonstop family entertainment line of business. Special charges recorded during 2020 included accelerated retirements of aircraft and airframes, impairment charges primarily in our non-airline subsidiaries, a loss on sale-leaseback transactions we would not likely have transacted absent cash conservation efforts as a result of COVID, salaries and benefits expense, and other various expenses during 2020. See Note 2 of the Notes to Consolidated Financial Statement for further information.

Non-operating special charges. Special charges of $26.6 million were recorded within non-operating expenses during 2020. We did not have any non-operating special charges in 2021.

Income Tax Expense. We recorded a $44.8 million tax expense (22.8 percent effective tax rate) compared to a $176.9 million tax benefit (49.0 percent effective tax rate) during 2021 and 2020 respectively. The 22.8 percent effective tax rate for 2021 differed from the statutory federal income tax rate of 21.0 percent primarily due to state income taxes and the impact of ASU 2016-09 related to share-based payments. The 49.0 percent effective tax rate for 2020 differed from the statutory federal income tax rate of 21.0 percent primarily due to the tax accounting impact of the CARES Act which includes a $98.0 million federal income tax benefit related to the full utilization of 2018 and 2019 net operating losses as well as the ability to carryback the majority of the 2020 net operating loss at a 35.0 percent tax rate applicable in earlier years as well as the remeasurement of deferred taxes and state taxes.

2020 compared to 2019

The comparison of our 2020 results to 2019 results is included in our Annual Report on Form 10-K for the year ended December 31, 2020, under Part II Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations.

LIQUIDITY AND CAPITAL RESOURCES

Current liquidity

Cash, cash equivalents and investment securities (short-term and long-term) increased to $1.2 billion at December 31, 2021, from $685.2 million at December 31, 2020. Investment securities represent highly liquid marketable securities which are available-for-sale.

Restricted cash represents escrowed funds under fixed fee contracts, escrowed project funds 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 reflected as air traffic liability.

During 2021, we received a total of $203.9 million in assistance through the payroll support programs.

We suspended share repurchases and our quarterly cash dividend in first quarter 2020, as part of cash conservation efforts in response to the effects of COVID-19 on our business. In connection with our receipt of financial support under the payroll support programs, we agreed not to repurchase shares or pay cash dividends through September 30, 2022.

We believe we have more than adequate liquidity resources through our cash, cash equivalent and short term investment balances, operating cash flows and borrowings, to meet our current contractual obligations. We will continue to consider raising funds through debt financing on an opportunistic basis.

Debt

Our debt and finance lease obligations balance, without reduction for related issuance costs, increased from $1.68 billion as of December 31, 2020 to $1.77 billion as of December 31, 2021. During 2021, we borrowed $384.6 million and we made principal payments of $301.1 million, including $53.9 million on our senior secured revolving credit facility that matured on March 31, 2021 and $79.0 million in prepayments of debt secured by aircraft.

Sources and Uses of Cash

Operating Activities. Operating cash inflows are primarily derived from providing air transportation and related ancillary products and services to customers. During 2021, our operating activities provided $538.2 million of cash compared to $234.6 million during 2020. This change was mostly attributable to a $335.9 million increase in net income.

Investing Activities. Cash used in investing activities was $593.3 million during 2021 compared to $365.7 million in 2020. The change was due to an increase of $111.6 million of purchases of investment securities, net of maturities and a $50 million investment in 2021 in a note receivable to the counterparty in our announced joint venture alliance. In addition, there was $87.6 million related to proceeds from sale-leaseback transactions during 2020 compared to no such transactions in 2021. Purchases of property and equipment increased $25.6 million year over year.

Financing Activities. Cash provided by financing activities for 2021 was $285.5 million, compared to $164.6 million in 2020. The year-over-year change is mostly due to the equity offering completed on May 10, 2021 which resulted in the receipt of $335.1 million in cash. This was offset by the net effect of debt activity, as principal payments and debt issuance costs exceeded debt proceeds by $27.7 million during 2021, compared to $203.0 million of debt proceeds (net of related costs) in excess of principal payments during 2020. Additionally, there were no share repurchases or dividends paid in 2021, where there was $33.8 million and $11.4 million of such activity, respectively, in 2020.

OFF-BALANCE SHEET ARRANGEMENTS, COMMITMENTS AND CONTRACTUAL OBLIGATIONS

The following table discloses aggregate information about our contractual cash obligations and off-balance sheet arrangements as of December 31, 2021 and the periods in which payments are due:

Contractual obligations	Less than 1 year	2-3 years	4-5 years	More than 5 years	Total
Long-term debt obligations [1]	$ 175,892	$ 991,921	$ 273,526	$ 411,696	$ 1,853,035
Finance lease obligations	45,121	118,361	102,516	451,357	717,355
Operating lease obligations	25,781	50,917	36,342	49,317	162,357
Aircraft acquisition obligations [2]	224,587	1,397,830	305,068	—	1,927,485
Total future payments under contractual obligations	$ 471,381	$ 2,559,029	$ 717,452	$ 912,370	$ 4,660,232

[1] Long-term debt obligations (including variable interest entities) include scheduled interest payments, using LIBOR rates as of December 31, 2021, and excludes debt issuance costs.
[2] Includes aircraft and engine acquisition obligations under existing purchase agreements, which are not reflected on our balance sheet.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amount of assets and liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities at the date of our financial statements based on events and transactions occurring during the periods reported. Note 3 to our Consolidated Financial Statements provides a detailed discussion of our significant accounting policies.

Critical accounting policies are defined as those policies that reflect significant judgments about matters that are inherently uncertain. Our actual results may differ from these estimates under different assumptions or conditions. We believe our critical accounting policies are limited to those described below.

Affinity Credit Card Program

The Allegiant World Mastercard® is issued by Bank of America through which arrangement points are sold and consideration is received under an agreement which, as amended in September 2020, expires in 2029. Under this arrangement, we identified the following deliverables: travel points to be awarded (the travel component), use of our brand and access to our member lists, and certain other advertising and marketing elements (collectively the marketing component). Each of these deliverables is accounted for separately and allocation of the consideration from the agreement is determined based on the relative selling price of each deliverable. We applied a level of management judgment and estimation in determining the best estimate of selling price for each deliverable by considering multiple inputs and methods including, but not limited to, the redemption value of points awarded, discounted cash flows, brand value, volume discounts, published selling prices, number of points to be awarded and number of points expected to be redeemed.

Revenue from the travel component is deferred based on its relative selling price and is recognized into scheduled service revenue when the points are redeemed by cardholders and transportation is provided. Revenue from the marketing component is considered earned in the period in which points are sold and is therefore recognized into third party products revenue in the same period.

Accounting for Long-Lived Assets

We record impairment losses on long-lived assets used in operations, consisting principally of property and equipment, when events or changes in circumstances indicate, in management's judgment, that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amount of those assets. In making these determinations, we utilize certain assumptions, including, but not limited to: (i) estimated fair value of the assets; and (ii) estimated future cash flows expected to be generated by those assets which are based on additional assumptions such as (but not limited to) asset utilization, average fare, block hours, fuel costs, length of service the asset will be used in operations, and estimated salvage values.

In estimating the useful lives and residual values of our aircraft, we have primarily relied upon actual experience with the same or similar aircraft types, current and projected future market information, and input from other industry sources. Subsequent revisions to these estimates could be caused by changing market prices of our aircraft, changes in utilization of the aircraft, and other fleet events. To the extent a change in estimate for useful lives or salvage values of our property and equipment occurs, there could be an acceleration of depreciation expense associated with the change in estimate. See Note 3 to the Consolidated Financial Statements for further detail.

Aircraft Maintenance and Repair Costs and Major Maintenance Deferral

We account for major maintenance costs of Airbus airframes and the related CFM engines using the deferral method. Under this method, the cost of major maintenance events is capitalized and amortized as a component of depreciation and amortization expense over the estimated period until the next scheduled major maintenance event. The timing of the next major maintenance event is estimated based on assumptions including estimated cycles, hours and months, required maintenance intervals, and the age/condition of related parts. These assumptions may change based on forecasted aircraft utilization changes, updates to government regulations, and manufacturer maintenance intervals, as well as unplanned incidents causing damage requiring a major maintenance event prior to a scheduled visit. If the estimated timing of the next maintenance event changes, the related amortization period would also change.

Passenger Revenue

Sales of passenger tickets not yet flown are recorded in air traffic liability. Passenger revenue is recognized when transportation is provided. The air traffic liability primarily includes sales of passenger tickets with scheduled departure dates in the future as well as credit vouchers which can be applied as payment toward the cost of a ticket. Credit vouchers are typically issued as a result of canceled travel prior to the contractual expiration date.

We have experienced significant levels of canceled travel, particularly in the early months of the pandemic in 2020. During 2020, we suspended change and cancellation fees. In 2020, we announced that credit vouchers issued as a result of canceled travel beginning in January 2020 would have an extended expiration date of two years from the original booking date. This policy continued for credit vouchers issued through June 30, 2021. Effective July 1, 2021, credit vouchers issued have an expiration date of one year from the original booking date.Credit vouchers represented approximately 22 percent of the air traffic liability as of December 31, 2021. This compares to approximately 72 percent as of December 31, 2020 and approximately 8 percent prior to the onset of the COVID-19 pandemic.

We estimate the amount of credit vouchers not expected to be redeemed prior to their contractual expiration date ("credit voucher breakage") and recognize the associated passenger revenue at the time of issuance. Our credit voucher breakage estimates are primarily based on historical usage data, contract duration and resulting customer behavior. Given the impact of the COVID-19 pandemic on customer behavior and changes made in ticket validity terms, as well as the suspension of change and cancellation fees, our estimates of passenger revenue that will be recognized from the air traffic liability for credit voucher breakage may be adjusted in future periods as we periodically review our estimates based on actual experience to date.

For additional information on our significant accounting policies related to passenger ticket sales, see Note 3 of the Notes to the Consolidated Financial Statements.

RECENT ACCOUNTING PRONOUNCEMENTS

See related disclosure in Note 3 to our Consolidated Financial Statements.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

We are subject to certain market risks, including changes in interest rates and commodity prices (specifically, aircraft fuel). The adverse effects of changes in markets could pose potential loss, as discussed below. The sensitivity analysis 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. Aircraft fuel expense during 2021 represented 30.5 percent of our total operating expenses. 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 during 2021, a hypothetical ten percent increase in the average price per gallon of fuel would have increased fuel expense by approximately $44.9 million. We have not hedged fuel price risk for many years.

Interest Rates

As of December 31, 2021, we had $927.5 million of variable-rate debt, including current maturities and without reduction of $12.4 million in related costs. A hypothetical 100 basis point change in interest rates would have affected interest expense on variable rate debt by approximately $10.3 million during 2021.

Item 8. Financial Statements

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Allegiant Travel Company:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Allegiant Travel Company and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated March 1, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Estimated credit vouchers not expected to be redeemed

As discussed in Note 4 to the consolidated financial statements, the Company recorded an air traffic liability of $307.5 million, of which $67.0 million relates to credit vouchers for future travel as of December 31, 2021. In response to the COVID-19 pandemic, the contract duration for credit vouchers issued for canceled travel between January 1, 2020 and June 30, 2021 was extended from one to two years from the original booking date. The air traffic liability as of December 31, 2021 represents the value of credit vouchers for future travel, less an estimate for the amount of credit vouchers that are not expected to be redeemed prior to their contractual expiration date. The amount of such credit vouchers expected to expire unused is estimated based on the Company's historical usage data for credit vouchers.

We identified the evaluation of certain credit vouchers used to determine the estimated air traffic liability as a critical audit matter. Subjective and challenging auditor judgment was required to evaluate the estimated amount of credit vouchers issued for canceled travel between January 1, 2020 and June 30, 2021 that are expected to expire unused. There is inherent uncertainty associated with management's assumption of the historical usage data, which may differ from future usage of these credit vouchers.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the Company's air traffic liability process, including controls related to the estimated amount of credit vouchers expected to expire unused. We assessed the

reasonableness of the Company's estimate of credit vouchers issued between January 1, 2020 and June 30, 2021 expected to expire unused by comparing expected future usage to historical usage. We also evaluated the Company's estimated amount of credit vouchers expected to expire unused by comparing it to our expectation, developed based on actual expirations of these credit vouchers that occurred subsequent to December 31, 2021.

/s/ KPMG LLP

We have served as the Company's auditor since 2016.

Dallas, Texas

March 1, 2022

ALLEGIANT TRAVEL COMPANY
CONSOLIDATED BALANCE SHEETS
(in thousands, except share amounts)

	December 31, 2021	December 31, 2020
CURRENT ASSETS		
Cash and cash equivalents	$ 363,378	$ 152,764
Restricted cash	37,323	17,555
Short-term investments	819,478	532,477
Accounts receivable	62,659	192,215
Expendable parts, supplies and fuel, net of reserve of $6,041 and $4,323	27,500	24,006
Prepaid expenses and other current assets	28,073	24,616
TOTAL CURRENT ASSETS	1,338,411	943,633
Property and equipment (including $84,406 and $187,166 from VIEs, Note 7), net of accumulated depreciation of $696,178 and $598,546	2,259,507	2,050,311
Long-term investments	2,231	—
Deferred major maintenance, net of accumulated amortization of $75,177 and $57,022	146,850	127,463
Operating lease right-of-use assets, net	130,087	115,911
Deposits and other assets	113,987	21,607
TOTAL ASSETS:	$ 3,991,073	$ 3,258,925
CURRENT LIABILITIES		
Accounts payable	$ 43,566	$ 34,197
Accrued liabilities	162,892	116,093
Current operating lease liabilities	19,081	14,313
Air traffic liability	307,453	307,508
Current maturities of long-term debt and finance lease obligations (including $9,000 and $17,610 from VIEs, Note 7), net of related costs of $7,751 and $7,527	130,053	217,234
TOTAL CURRENT LIABILITIES	663,045	689,345
LONG-TERM DEBT AND OTHER NONCURRENT LIABILITIES		
Long-term debt and finance lease obligations (including $79,127 and $135,683 from VIEs, Note 7), net of current maturities and related costs of $15,664 and $15,926	1,612,486	1,441,777
Deferred income taxes	346,137	301,763
Noncurrent operating lease liabilities	115,067	102,289
Other noncurrent liabilities	30,786	24,388
TOTAL LIABILITIES:	2,767,521	2,559,562
COMMITMENTS AND CONTINGENCIES (NOTE 14)		
SHAREHOLDERS' EQUITY		
Common stock, par value $.001, 100,000,000 shares authorized; 24,763,793 and 23,097,737 shares issued; 18,111,381 and 16,405,565 shares outstanding in 2021 and 2020 respectively	25	23
Treasury shares, at cost, 6,652,412 and 6,692,172 shares in 2021 and 2020, respectively	(638,057)	(646,008)
Additional paid in capital	692,053	329,753
Accumulated other comprehensive gain (loss), net	2,056	(27)
Retained earnings	1,167,475	1,015,622
TOTAL EQUITY:	1,223,552	699,363
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY:	$ 3,991,073	$ 3,258,925

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)

	Year Ended December 31,		
	2021	**2020**	**2019**
OPERATING REVENUES:			
Passenger	$ 1,578,436	$ 902,187	$ 1,682,955
Third party products	86,487	46,482	70,012
Fixed fee contracts	41,184	26,865	65,057
Other	1,803	14,539	22,941
Total operating revenues	1,707,910	990,073	1,840,965
OPERATING EXPENSES:			
Salary and benefits	484,573	377,825	450,448
Aircraft fuel	440,235	221,827	427,827
Station operations	243,346	144,771	171,420
Maintenance and repairs	105,943	63,895	91,713
Depreciation and amortization	181,035	176,267	155,852
Sales and marketing	72,742	43,517	78,910
Aircraft lease rental	21,242	9,828	—
Other	83,902	79,277	100,845
Payroll Support Programs grant recognition	(202,181)	(152,448)	—
Special charges	13,998	306,299	—
Total operating expenses	1,444,835	1,271,058	1,477,015
OPERATING INCOME (LOSS)	263,075	(280,985)	363,950
OTHER (INCOME) EXPENSES:			
Interest income	(1,814)	(5,509)	(12,523)
Interest expense	68,403	60,493	76,801
Loss on extinguishment of debt	71	1,222	3,677
Special charges	—	26,632	—
Other, net	(205)	(2,756)	(5,252)
Total other expenses	66,455	80,082	62,703
INCOME (LOSS) BEFORE INCOME TAXES	196,620	(361,067)	301,247
INCOME TAX PROVISION (BENEFIT)	44,767	(176,974)	69,130
NET INCOME (LOSS)	$ 151,853	$ (184,093)	$ 232,117
Earnings (loss) per share to common shareholders:			
Basic	$ 8.69	$ (11.53)	$ 14.27
Diluted	$ 8.68	$ (11.53)	$ 14.26
Shares used for computation:			
Basic	17,212	15,992	16,027
Diluted	17,231	15,992	16,041
Cash dividends declared per share:	$ —	$ 0.70	$ 2.80

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

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

	Year Ended December 31,		
	2020	**2020**	**2019**
NET INCOME (LOSS)	$ 151,853	$ (184,093)	$ 232,117
Other comprehensive income (loss):			
Change in available for sale securities, net of tax	2,083	(178)	750
Foreign currency translation adjustments	—	53	9
Total other comprehensive income (loss)	2,083	(125)	759
TOTAL COMPREHENSIVE INCOME (LOSS)	$ 153,936	$ (184,218)	$ 232,876

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

ALLEGIANT TRAVEL COMPANY
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(in thousands, except share amounts)

	Common stock outstanding	Par value	Additional paid-in capital	Accumulated other comprehensive income (loss)	Retained earnings	Treasury shares	Total shareholders' equity
Balance at December 31, 2018	16,183	$ 23	$ 270,935	$ (661)	$ 1,025,061	$ (605,037)	$ 690,321
Share-based compensation	213	—	18,998	—	—	—	18,998
Shares repurchased by the Company and held as treasury shares	(132)	—	—	—	—	(18,569)	(18,569)
Stock issued under employee stock purchase plan	39	—	—	—	—	6,027	6,027
Cash dividends declared, $2.80 per share	—	—	—	—	(45,552)	—	(45,552)
Other comprehensive income	—	—	—	759	—	—	759
Net Income	—	—	—	—	232,117	—	232,117
Cumulative effect of the New Lease Standard (see Note 8)	—	$ —	$ —	$ —	$ (550)	$ —	$ (550)
Balance at December 31, 2019	16,303	$ 23	$ 289,933	$ 98	$ 1,211,076	$ (617,579)	$ 883,551
Share-based compensation	262	—	38,445	—	—	—	38,445
Shares repurchased by the Company and held as treasury shares	(217)	—	—	—	—	(33,773)	(33,773)
Stock issued under employee stock purchase plan	57	—	—	—	—	5,344	5,344
Cash dividends, $0.70 per share [(1)]	—	—	—	—	(11,361)	—	(11,361)
Other comprehensive income (loss)	—	—	—	(125)	—	—	(125)
Payroll Support Programs warrant issuance	—	—	1,375	—	—	—	1,375
Net loss	—	—	—	—	(184,093)	—	(184,093)
Balance at December 31, 2020	$ 16,405	$ 23	$ 329,753	$ (27)	$ 1,015,622	$ (646,008)	$ 699,363
Share-based compensation	113	—	27,058	—	—	—	27,058
Issuance of common stock, net of forfeitures	1,553	2	335,137	—	—	—	335,139
Stock issued under employee stock purchase plan	40	—	—	—	—	7,951	7,951
Other comprehensive income	—	—	—	2,083	—	—	2,083
Payroll Support Programs warrant issuance	—	—	105	—	—	—	105
Net income	—	—	—	—	151,853	—	151,853
Balance at December 31, 2021	18,111	$ 25	$ 692,053	$ 2,056	$ 1,167,475	$ (638,057)	$ 1,223,552

[(1)] Dividend declared and paid in the first quarter of 2020 prior to the onset of the pandemic. As a part of accepting benefits from the Treasury under payroll support programs, the Company has agreed not to pay cash dividends through September 30, 2022.

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

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

	Year ended December 31,		
	2021	**2020**	**2019**
OPERATING ACTIVITIES:			
Net income (loss)	151,853	$ (184,093)	$ 232,117
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	181,035	176,267	155,852
Gain on aircraft and other equipment disposals	(3,052)	(1,811)	(8,475)
Special charges	13,998	292,790	—
Share-based compensation expense	16,127	19,287	18,226
Deferred income taxes	43,761	69,344	68,466
Other adjustments	14,777	19,136	5,521
Changes in certain assets and liabilities:			
Accounts receivable	(14,717)	4,390	10,498
Tax receivable	143,624	(164,585)	—
Prepaid expenses	(4,026)	10,224	(5,483)
Accounts payable	10,402	7,016	(2,103)
Accrued liabilities	48,060	(26,386)	21,331
Air traffic liability	(55)	57,558	37,720
Deferred major maintenance	(59,747)	(40,352)	(81,133)
Other assets/liabilities	(3,847)	(4,163)	(10,327)
Net cash provided by operating activities	538,193	234,622	442,210
INVESTING ACTIVITIES:			
Purchase of investment securities	(1,248,575)	(686,600)	(436,237)
Proceeds from maturities of investment securities	954,970	504,600	454,813
Purchase of property and equipment, including capitalized interest	(255,537)	(281,159)	(506,845)
Proceeds from sale-leaseback transactions	—	87,580	—
Purchase of note receivable	(50,000)	—	—
Other investing activities	5,864	9,888	11,806
Net cash used in investing activities	(593,278)	(365,691)	(476,463)
FINANCING ACTIVITIES:			
Proceeds from issuance of common stock	335,139	—	—
Cash dividends paid to shareholders[1]	—	(11,361)	(45,552)
Proceeds from the issuance of debt and finance lease obligations	281,657	427,987	874,936
Repurchase of common stock	—	(33,773)	(18,569)
Principal payments on debt and finance lease obligations	(301,096)	(217,766)	(705,763)
Debt issuance costs	(8,287)	(7,203)	(33,333)
Other financing activities	(21,946)	6,719	3,408
Net cash provided by financing activities	285,467	164,603	75,127
NET CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	230,382	33,534	40,874
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH AT BEGINNING OF PERIOD	170,319	136,785	95,911
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH AT END OF PERIOD	$ 400,701	$ 170,319	$ 136,785
CASH PAYMENTS/(RECEIPTS) FOR:			
Interest paid, net of amount capitalized	$ 43,511	$ 48,002	$ 65,152
Income tax refunds	(128,540)	(95,229)	(2,157)
SUPPLEMENTAL DISCLOSURE OF NONCASH TRANSACTIONS			
Right-of-use (ROU) assets acquired	$ 33,260	$ 115,082	$ 2,510
Purchases of property and equipment in accrued liabilities	$ 17,671	$ 19,294	$ 25,830
Flight equipment acquired under finance leases	101,340	27,765	—

[1] Dividend declared and paid in the first quarter of 2020 prior to the onset of the pandemic. As a part of accepting benefits from the Treasury under payroll support programs, the Company has agreed not to pay cash dividends through September 30, 2022.

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

Note 1 — Organization and Business of Company

Allegiant Travel Company (the "Company") is a leisure travel company focused on providing travel services and products to residents of under-served cities in the United States. The Company operates a low-cost, low utilization passenger airline which sells air transportation both on a stand-alone basis and bundled with the sale of ancillary air-related and third party services and products. The Company also provides air transportation under fixed fee flying arrangements, generates other ancillary revenues, and operates non-airline related entities which include the development of Sunseeker Resort and related golf course. Previously, the Company also operated Allegiant Nonstop family entertainment centers and the Teesnap golf course management solution.

Scheduled service and fixed fee air transportation services have similar operating margins, economic characteristics, and production processes (check-in, baggage handling and flight services) which target the same class of customers, and are subject to the same regulatory environment. As a result, the Company believes its airline activities operate under one reportable segment and does not separately track expenses for scheduled service and fixed fee air transportation services. The Company's non-airline related entities represent separate reportable segments and include Sunseeker Resort, and other non-airline activities. Refer to Note 16 for additional information.

Note 2 — Impact of the COVID-19 Pandemic

The rapid spread of COVID-19 and the related government restrictions, social distancing measures, and consumer fears have impacted flight loads, resulted in unprecedented cancellations of bookings and substantially reduced demand for new bookings throughout the airline industry. Starting in March 2020, the Company and the airline industry experienced a severe reduction in air travel which continued into 2021 to some extent. Demand in the foreseeable future will continue to be affected by fluctuations in COVID-19 cases, variants, hospitalizations, deaths, treatment efficacy and the availability of vaccines. The Company is continuously reevaluating flight schedules and adjusting capacity based on demand trends.

During 2020 and 2021, Congress enacted various legislation which provided support for the airline industry. This included The Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") enacted in March 2020, the Consolidated Appropriations Act, 2021 enacted in December 2020 (the "Payroll Support Program Extension") and the American Rescue Plan Act enacted in March 2021) (the "ARPA"). On January 15, 2021, the Company through its airline operating subsidiary Allegiant Air, LLC entered into a Payroll Support Program Extension Agreement (the "PSP2") with the Treasury and received $91.8 million under the Payroll Support Program Extension.

In April 2021, the Company received $13.8 million in additional funds related to the PSP2 which included a loan of $1.7 million. In consideration for these additional funds, the Company issued additional warrants (the "PSP2 Warrants") to the Treasury to acquire 924 shares of common stock at a price of $179.23 per share (based on the price of the Company's common stock on the Nasdaq Global Select Market on December 24, 2020).

The funds under PSP2 were used exclusively for wages, salaries and benefits.

In April 2021, the Company through its airline operating subsidiary Allegiant Air, LLC entered into a Payroll Support Program 3 Agreement (the "PSP3") with the Treasury under the ARPA and received a total of $98.4 million. The funds were used exclusively for wages, salaries and benefits.

As of December 31, 2021, all Payroll Support Program funds have been fully utilized.

Special Charges

The table below summarizes special charges recorded during 2021 and 2020.

For the Year Ended December 31, 2021	Airline	Sunseeker Resort	Other non-airline	Total
Operating	$ 13,453	$ —	$ 545	$ 13,998
Non-operating	—	—	—	—
Total special charges	$ 13,453	$ —	$ 545	$ 13,998

Additional detail for the $14.0 million of total special charges for 2021 appears below:

- $2.5 million resulting from the accelerated retirement of two airframes and three engines
- $0.5 million impairment loss on a building in Chesterfield, Missouri associated with the Allegiant Nonstop family entertainment line of business.
- $10.9 million related to the acceleration of certain existing stock awards.

For the Year Ended December 31, 2020	Airline	Sunseeker Resort	Other non-airline	Total
Operating	$ 141,713	$ 137,994	$ 26,592	$ 306,299
Non-operating	—	26,632	—	26,632
Total special charges	$ 141,713	$ 164,626	$ 26,592	$ 332,931

Additional detail for the $332.9 million of total special charges (operating and non-operating) for 2020 appears below:

- $161.6 million in impairment charges primarily in our non-airline subsidiaries
- $98.0 million resulting from the accelerated retirement of eight airframes and five engines, loss on sale leaseback transactions of eight aircraft, and write-offs of other aircraft related assets
- $35.1 million for additional salaries and benefits expense in relation to the elimination of positions as well as other non-recurring compensation expense associated with the acceleration of certain existing stock awards
- $26.6 million related to termination of a loan agreement intended to finance the development of Sunseeker Resort-Charlotte Harbor
- $5.0 million related to suspension of construction at Sunseeker Resort
- $6.6 million write-down on various non-aircraft assets and other various expenses

Note 3 — Summary of Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements include the accounts of Allegiant Travel Company and its majority-owned operating subsidiaries. The Company's investments in unconsolidated affiliates, which are 50 percent or less owned, are accounted for under the equity or cost method. All intercompany balances and transactions have been eliminated.

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. Actual results could differ from these estimates.

Cash and Cash Equivalents

Cash and cash equivalents include investments and interest bearing instruments with original maturities of three months or less. Such investments are carried at cost which approximates fair value.

Restricted Cash

Restricted cash represents escrowed funds under fixed fee contracts, and cash collateral held against letters of credit required by hotel properties for guaranteed room availability, airports and certain other parties.

Accounts Receivable

Accounts receivable are carried at face amount which approximates fair value. In addition to income tax receivables, the accounts receivable consist primarily of amounts due from credit card companies associated with the sale of tickets for future travel. These receivables are short-term and generally settle within a few days of sale. There are also receivables related to commission amounts due from Enterprise Holdings Inc. based on terms in the rental car provider agreement and amounts due related to fixed fee charter agreements. If deemed necessary, the Company records charges to its allowance for doubtful accounts for amounts not expected to be collected, for which the balance was immaterial for all years presented.

Short-term and Long-term Investments

The Company’s investments in marketable securities are classified as available-for-sale and are reported at fair value with the net unrealized gain or (loss) reported as a component of accumulated other comprehensive income (loss) in shareholders’ equity. For investments in an unrealized loss position, the Company determines whether a credit loss exists by considering information about the collectability of the instrument and current market conditions. There have been no credit losses in the years presented. Investment securities with original maturities of three months or less are classified as cash equivalents. Investment securities with original maturities greater than three months are classified as either short-term investments or long-term investments based on the maturity date in relation to the balance sheet date. Short-term investments have a maturity date less than or equal to one year from the balance sheet date, and long-term investments have a maturity date greater than one year from the balance sheet date.

The amortized cost of investment securities sold is determined by the specific identification method with any realized gains or losses reflected in other (income) expense. The Company had minimal realized losses during the years ended December 31, 2021, 2020, and 2019. The Company believes unrealized losses related to debt securities are not other-than-temporary and does not intend to sell these securities prior to amortized cost recoverability.

The Company attempts to minimize its concentration risk with regard to its cash, cash equivalents, and investment portfolio. This is accomplished by diversifying and limiting amounts among different counterparties, the type of investment, and the amount invested in any individual security, commercial paper, or money market fund.

Expendable Parts, Supplies and Fuel, Net

Expendable parts, supplies and fuel inventories are valued at cost using the first-in, first-out method. Such inventories are charged to expense as they are used in operations. An obsolescence allowance for expendable parts and supplies is based on salvage values and the average remaining useful life of the Airbus fleet. The obsolescence allowance for expendable parts and supplies was $6.0 million and $4.3 million at December 31, 2021 and 2020, respectively. Rotable aircraft parts inventories are included in property and equipment.

Deposits and Other Assets

Deposits and Other Assets consist primarily of airport deposits, aircraft purchase deposits, deposits as required by the construction loan agreement and a note receivable to the counter-party in the Company’s joint venture alliance. The Company also had outstanding receivables from third parties as of December 31, 2021 and 2020, of which $12.4 million and $10.9 million respectively, was due more than one year after the balance sheet date.

Operating Lease Right-of-Use Asset and Liability

The Company determines if an arrangement is a lease at inception and has lease agreements for aircraft, office facilities, office equipment, certain airport and terminal facilities, and other space and assets with non-cancelable lease terms. Certain real estate and property leases, aircraft leases, and various other operating leases are measured on the balance sheet with a lease liability and right-of-use ("ROU") asset. Airport terminal leases mostly include variable lease payments outside of those based on a fixed index, and are therefore excluded from consideration.

ROU assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make scheduled lease payments. ROU assets and liabilities are recognized on the lease commencement date based on the present value of lease payments over the lease term. The present value of lease payments is calculated using an estimated incremental borrowing rate at lease commencement, which takes into consideration recent debt issuances as well as other applicable market data available.

Lease payments include fixed payments, variable payments based on an index or rate, reasonably certain purchase options, termination penalties, and others as required by the Accounting Standards (ASU) 2016-02, Leases (Topic 842). Lease payments do not include variable lease payments other than those that depend on an index or rate, any guarantee by the lessee of the lessor’s debt, or any amount allocated to non-lease components.

Lease terms include options to extend when it is reasonably certain that the option will be exercised. Leases with a term of 12 months or less are not recorded on the balance sheet. Additionally, lease and non-lease components are accounted for as a single lease component for real estate agreements.

Property and Equipment

Property and equipment are recorded at cost and depreciated using the straight-line method over their estimated useful lives less any estimated salvage value. Property under finance leases and related obligations are initially recorded at an amount equal to the present value of future minimum lease payments computed on the basis of the Company’s incremental borrowing rate, and depreciation is recorded on a straight-line basis and is included within depreciation and amortization expense. The estimated useful lives of the principal asset classes are shown below.

Aircraft, engines and related rotable parts	10-25 years
Buildings and leasehold improvements	10-25 years
Equipment	3-10 years
Computer hardware and software	3-10 years

In estimating the useful lives and residual values of aircraft, the Company primarily relies upon actual experience with the same or similar aircraft types, current and projected future market information, and input from other industry sources. Subsequent revisions to these estimates could be caused by changing market prices of the Company’s aircraft, changes in utilization of the aircraft, and other fleet events. Changes in the estimate for useful lives or residual values of the Company’s property and equipment could result in changes in depreciation expense.

Interest is capitalized using the Company’s weighted average borrowing rate and depreciated over the estimated useful life of the related asset(s) acquired/developed. Capitalized interest for the years ended December 31, 2021, 2020 and 2019 was $0.2 million, $4.1 million and $4.5 million, respectively.

Software Capitalization

The Company capitalizes certain internal and external costs related to the acquisition and development of computer software during the application development stage of projects. The Company amortizes these capitalized costs using the straight-line method over the estimated useful life of the software, which typically ranges from three to ten years. The Company had unamortized computer software development costs of $43.3 million and $42.3 million as of December 31, 2021 and 2020, respectively. Amortization expense related to computer software was $10.6 million, $9.6 million and $12.2 million for the years ended December 31, 2021, 2020 and 2019 respectively. Costs incurred during the preliminary and post-implementation stages are expensed as incurred.

Aircraft Maintenance and Repair Costs

The Company accounts for all non-major maintenance and repair costs incurred for its Airbus fleet under the direct expense method. Under this method, maintenance and repair costs for aircraft are charged to operating expenses as incurred. Maintenance and repair costs includes all parts, materials, and line maintenance activities required to maintain the Company's fleet.

The Company accounts for major maintenance costs of its Airbus airframes and the related CFM engines using the deferral method. Under this method, the Company capitalizes the cost of major maintenance events, which are amortized as a component of depreciation and amortization expense, over the estimated period until the next scheduled major maintenance event. During 2021 and 2020, the Company capitalized $23.3 million and $12.8 million of major maintenance costs for engines with associated amortization expense of $21.0 million and $17.6 million respectively. During 2021 and 2020, the Company capitalized $39.0 million and $22.6 million of major maintenance costs for airframes. Amortization expense related to major maintenance costs was $21.1 million, $19.9 million and $14.9 million for the years ended December 31, 2021, 2020 and 2019 respectively.

Measurement of Impairment of Long-Lived Assets

The Company records impairment losses on long-lived assets used in operations, consisting principally of property and equipment, when events or changes in circumstances indicate, in management's judgment, that the assets might be impaired, and the undiscounted future cash flows estimated to be generated by those assets are less than the carrying amount of those assets. In making these determinations, the Company utilizes certain assumptions, including, but not limited to: (i) estimated fair value of the assets; and (ii) estimated future cash flows expected to be generated by these assets, which are based on additional assumptions such as asset utilization, length of service for which the asset will be used in operations, and estimated salvage values.

For the year ended December 31, 2019, the Company did not incur any impairment losses.

For the year ended December 31, 2020, the Company recorded a $161.6 million impairment as a result of COVID-19.

For the year ended December 31, 2021, the Company recorded a $0.5 million impairment loss on a building in Chesterfield, Missouri associated with the Allegiant Nonstop family entertainment line of business.

Revenue Recognition

Passenger revenue
Passenger revenue includes scheduled service revenue, ancillary air-related charges, and travel point redemptions from the co-branded Allegiant World Mastercard® credit card and the Company's non-card loyalty program.

Scheduled service revenue consists of ticket revenue generated from nonstop flights in the Company's route network, recognized either when the transportation is provided or when ticket voucher breakage occurs. Nonrefundable scheduled itineraries expire on the date of the intended flight, unless the date is extended by notification from the customer in advance. Itineraries sold for transportation not yet used, as well as unexpired credits, are included in air traffic liability.

Ancillary air-related charges include various services and products related to the flight such as baggage fees, the use of the Company's website to purchase scheduled service transportation, advance seat assignments, and other services which are not included in the base ticket price. Revenues from air-related charges are recognized when the transportation is provided. If a customer cancels a flight, a voucher may be issued for a future flight, at which time the associated revenue is recognized upon completion of the future flight. Additionally, the Company estimates the value of vouchers that will expire unused and recognizes such revenue at the time of issuance.

Various taxes and fees, assessed on the sale of tickets to customers, are collected by the Company serving as an agent, and remitted to taxing authorities. These taxes and fees are not included as revenue in the Company's consolidated statements of income and are recorded as a liability until remitted to the appropriate taxing authority.

Revenue from travel point redemptions from the co-branded credit card and the Loyalty program are described in the Affinity Credit Card Program and Allways Rewards Loyalty Program sections below.

Third party products revenue
Ancillary third party products revenue is generated from the sale of hotel rooms, rental cars and ticket attractions, as well as marketing revenue associated with the co-branded credit card. Revenue from the sale of third party products is recognized at the time the product is utilized, such as the time a purchased hotel room is occupied. Revenue from the sale of third party products is recorded net of amounts paid to wholesale providers, travel agent commissions, and transaction costs.

Pursuant to the co-brand arrangement with Bank of America, the Company has various performance obligations which are collectively referred to as the marketing component. These obligations consist of use of the Company's brand and access to its member lists, and certain other advertising and marketing elements. The marketing component is recorded as third party products revenue in the period in which points are awarded to the credit card holders.
Fixed fee contract revenue

Fixed fee contract revenue consists of agreements to provide charter service on a year-round and ad hoc basis. Fixed fee contract revenue is recognized when the transportation is provided.

Other revenue
Other revenue is generated from non-airline activities as well as leasing aircraft and engines. Lease revenue is recognized ratably over the lease term.

Affinity Credit Card Program

The Allegiant World Mastercard® is issued by Bank of America through which arrangement points are sold and consideration is received under an agreement that expires in 2029. Under this arrangement, the Company identified the following deliverables: travel points to be awarded (the travel component), use of the Company's brand and access to its member lists, and certain other advertising and marketing elements (collectively the marketing component). Each of these deliverables is accounted for separately and allocation of the consideration from the agreement is determined based on the relative selling price of each deliverable. The Company applied a level of management judgment and estimation in determining the best estimate of selling price for each deliverable by considering multiple inputs and methods including, but not limited to, the redemption value of points awarded, discounted cash flows, brand value, volume discounts, published selling prices, number of points to be awarded and number of points expected to be redeemed.

Revenue from the travel component is deferred based on its relative selling price and is recognized into passenger revenue when the points are redeemed by cardholders and transportation is provided. Revenue from the marketing component is considered earned in the period in which points are sold and is therefore recognized into third party products revenue in the same period.

Allways Rewards Loyalty Program

Allegiant's Allways Rewards Loyalty Program enables program Members to earn points for every dollar they spend on the Company's website. Under the program, which launched in August 2021, Members continue to accumulate points until the time they decide to redeem them. In addition to opportunities to redeem points for flights, lodging and rental cars, the program leverages Allegiant's partnerships to offer additional rewards to Members, including sports and live music event tickets and exclusive experiences. Members can also earn points by using their Allegiant World Mastercard®.

Under Allways Rewards, Members receive one point for every dollar spent at Allegiant.com, and two points per $1 for spending over $500 (excluding taxes and fees). The Company utilizes the deferred revenue method of accounting for points earned through the program based on the stand alone selling price and revenue is recognized when points are redeemed and the underlying service has been provided.

Advertising Costs

Advertising costs are charged to expense in the period incurred. Advertising expense was $31.3 million, $12.4 million and $29.1 million for the years ended December 31, 2021, 2020 and 2019, respectively. In 2019, the Company entered into a naming rights agreement with the Raiders of the National Football League for the professional football stadium in Las Vegas which opened in 2020. Prepayments and other associated advertising expenses began in mid-2020 and will continue through the term of this agreement.

Earnings per Share

Basic and diluted earnings per share are computed pursuant to the two-class method as opposed to the treasury method. Under the two-class method, the Company attributes net income to two classes, common stock and unvested restricted stock awards. Unvested restricted stock awards granted to employees under the Company's Long-Term Incentive Plan are considered participating securities because 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 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 as described below:

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 years ended December 31, 2021 and 2019, the second method above was used in the computation because it was more dilutive than the first method. Given the loss position in 2020, both methods yield the same result. The following table sets forth the computation of net income (loss) per share on a basic and diluted basis for the periods indicated:

	Year ended December 31,		
(in thousands, except per share data)	**2021**	**2020**	**2019**
Basic:			
Net income (loss)	$ 151,853	$ (184,093)	$ 232,117
Less income allocated to participating securities	(2,218)	(236)	(3,413)
Net income (loss) attributable to common stock	$ 149,635	$ (184,329)	$ 228,704
Earnings (loss) per share, basic	$ 8.69	$ (11.53)	$ 14.27
Weighted-average shares outstanding	17,212	15,992	16,027
Diluted:			
Net income (loss)	$ 151,853	$ (184,093)	$ 232,117
Less income allocated to participating securities	(2,215)	(236)	(3,410)
Net income (loss) attributable to common stock	$ 149,638	$ (184,329)	$ 228,707
Earnings (loss) per share, diluted	$ 8.68	$ (11.53)	$ 14.26
Weighted-average shares outstanding	17,212	15,992	16,027
Dilutive effect of stock options and restricted stock	145	—	51
Adjusted weighted-average shares outstanding under treasury stock method	17,357	15,992	16,078
Participating securities excluded under two-class method	(126)	—	(37)
Adjusted weighted-average shares outstanding under two-class method	17,231	15,992	16,041

Stock awards outstanding of 815, 24,004, and 19,928 shares (not in thousands) as of December 31, 2021, 2020, and 2019, respectively, were excluded from the computation of diluted earnings per share as they were antidilutive.

Share-Based Compensation

The Company accounts for share-based compensation in accordance with accounting standards which require the compensation cost related to share-based payment transactions be recognized in the Company's consolidated statements of income. The share-based cost is measured based on grant date fair value. The Company's share-based employee compensation plan is more fully discussed in Note 13.

Income Taxes

The Company recognizes deferred income taxes based on the asset and liability method required by accounting standards. Deferred tax assets and liabilities are determined based on the timing differences between book basis for financial reporting purposes and tax basis of the asset and liability and measured using the enacted tax rates and provisions of the enacted tax law. A valuation allowance for deferred tax assets is provided if it is more likely than not that some portion or all of the deferred tax assets will not be realized. The Company determines the net non-current deferred tax assets or liabilities separately for federal, state, foreign and other local jurisdictions.

The Company's income tax returns are subject to examination by the Internal Revenue Service ("IRS") and other tax authorities in the jurisdictions where the Company operates. The Company assesses potentially unfavorable outcomes of such examinations based on the criteria set forth in uncertain tax position accounting standards. The accounting standards prescribe a minimum recognition threshold a tax position is required to meet before being recognized in the financial statements.

Accounting standards for income taxes utilize a two-step approach for evaluating tax positions. Recognition (Step I) occurs when the Company concludes that a tax position, based on its technical merits, is more likely than not to be sustained upon examination. Measurement (Step II) is only addressed if the position is deemed to be more likely than not to be sustained. Under Step II, the tax benefit is measured as the largest amount of benefit that is greater than 50 percent likely of being realized upon settlement.

The tax positions failing to qualify for initial recognition are recognized in the first subsequent interim period they meet the "more likely than not" standard. If it is subsequently determined that a previously recognized tax position no longer meets the "more likely than not" standard, it is required that the tax position be derecognized. As applicable, the Company will recognize accrued penalties and interest related to unrecognized tax benefits in the provision for income taxes.

Recent Accounting Pronouncements

On June 16, 2016, the FASB issued ASU No. 2016-13, Measurement of Credit Losses on Financial Instruments. The standard requires the use of an “expected loss” model on certain types of financial instruments. The standard also amends the impairment model for available-for-sale debt securities and requires estimated credit losses to be recorded as allowances instead of reductions to amortized cost of the securities. The Company adopted this accounting standard prospectively as of January 1, 2020, and it did not have a significant impact on its consolidated financial statements

In December 2019, the FASB issued ASU No. 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes. This standard is intended to simplify various aspects related to accounting for income taxes and is effective for fiscal years beginning after December 15, 2020, including interim periods therein, and early adoption is permitted. ASU 2019-12 removes certain exceptions to the general principles in Topic 740 and also clarifies and amends existing guidance to improve consistent application of Topic 740. The Company adopted ASU 2019-12 in the first quarter of 2021 and its adoption did not have a material effect on the Company's consolidated financial statements.

On November 17, 2021, the Financial Accounting Standards Board (the "FASB") issued ASU 2021-10, Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance. The new standard increases transparency of government assistance by focusing on the types of assistance given, an entity's accounting for the assistance, and the effect of the assistance on the entity's financial statements to allow for more comparable information for investors and other financial statement users. This standard is effective for all entities under the scope for financial statements issued for annual periods beginning after December 15, 2021, but early adoption is permitted. The Company adopted the standard early as of January 1, 2021. See Note 2 for further information on the Company's treatment of government assistance received.

Note 4 — Revenue Recognition

Passenger revenue

Passenger revenue is the most significant category in our reported operating revenues, as outlined below:

	Year Ended December 31,		
(in thousands)	**2021**	**2020**	**2019**
Scheduled service	$ 769,371	$ 435,668	$ 897,631
Ancillary air-related charges	788,064	453,545	770,206
Loyalty redemptions	21,001	12,974	15,118
Total passenger revenue	$ 1,578,436	$ 902,187	$ 1,682,955

Sales of passenger tickets not yet flown are recorded in air traffic liability. Passenger revenue is recognized when transportation is provided. As of December 31, 2021, the air traffic liability balance was $307.5 million, of which approximately $240.5 million was related to forward bookings, with the remaining $67.0 million related to credit vouchers for future travel.

The normal contract term of passenger tickets is 12 months and passenger revenue associated with future travel will principally be recognized within this time frame. Of the $307.5 million that was recorded in the air traffic liability balance at December 31, 2020, 88.0 percent was recognized into passenger revenue during the 12 months ended December 31, 2021.

In 2020, the Company announced that credit vouchers issued for canceled travel beginning in January 2020 would have an extended expiration date of two years from the original booking date. This policy continued for credit vouchers issued through June 30, 2021. Estimates of passenger revenue to be recognized from air traffic liability for credit voucher breakage may be subject to variability and differ from historical experience due to the change in contract duration and uncertainty regarding demand for future air travel. Effective July 1, 2021, vouchers issued have an expiration date of one year from the original booking date.

The Company periodically evaluates the estimated amount of credit vouchers expected to expire unused and any adjustment is removed from air traffic liability and included in passenger revenue in the period in which the evaluation is complete.

Loyalty redemptions

In relation to the travel component of the co-branded credit card contract with Bank of America, the Company has a performance obligation to provide cardholders with points to be used for future travel award redemptions. Therefore, consideration received from Bank of America related to the travel component is deferred based on its relative selling price and is recognized into passenger revenue when the points are redeemed and the transportation is provided.

The following table presents the activity of the co-brand point liability as of the dates indicated:

	Year Ended December 31,	
(in thousands)	**2021**	**2020**
Balance at January 1	$ 21,841	$ 15,613
Points awarded	39,650	19,202
Points redeemed	(21,001)	(12,974)
Balance at December 31	$ 40,490	$ 21,841

As of December 31, 2021 and 2020, $17.8 million and $10.9 million, respectively, of the current points liability is reflected in accrued liabilities and represents the current estimate of revenue to be recognized in the next 12 months based on historical trends, with the remaining balance reflected in other noncurrent liabilities and expected to be recognized into revenue in periods thereafter.

Note 5 — Property and Equipment

Property and equipment consisted of the following:

	As of December 31,	
(in thousands)	**2021**	**2020**
Flight equipment	$ 2,576,315	$ 2,331,499
Computer hardware and software	160,459	149,727
Land and buildings/leasehold improvements	86,036	87,030
Other property and equipment	132,875	80,601
Total property and equipment	2,955,685	2,648,857
Less accumulated depreciation and amortization	(696,178)	(598,546)
Property and equipment, net	$ 2,259,507	$ 2,050,311

As of December 31, 2021, the Company had firm commitments to purchase fifty-one aircraft which are expected to be delivered between 2022 and 2025.

Accrued capital expenditures as of December 31, 2021 and 2020 were $17.7 million and $16.9 million, respectively.

Note 6 — Accrued Liabilities

Accrued liabilities consisted of the following:

(in thousands)	As of December 31, 2021	2020
Salaries, wages and benefits	$ 38,313	$ 21,878
Sunseeker Resort development	12,241	14,084
Maintenance and repairs	11,718	12,847
Loyalty program liability	17,787	10,929
Station expenses	21,297	10,526
Property taxes	7,853	9,042
Interest	10,519	6,560
Passenger taxes and fees	14,324	4,686
Advertising accruals	1,863	890
Other accruals	26,977	24,651
Total accrued liabilities	$ 162,892	$ 116,093

Note 7 — Long-Term Debt

Long-term debt consisted of the following:

(in thousands)	As of December 31, 2021	As of December 31, 2020
Fixed-rate debt and finance lease obligations due through 2032	$ 827,382	$ 525,240
Variable-rate debt due through 2029	915,157	1,133,771
Total long-term debt and finance lease obligations, net of related costs	1,742,539	1,659,011
Less current maturities, net of related costs	130,053	217,234
Long-term debt and finance lease obligations, net of current maturities and related costs	$ 1,612,486	$ 1,441,777
Weighted average fixed-interest rate on debt	5.8 %	5.7 %
Weighted average variable-interest rate on debt	2.5 %	2.4 %

Maturities of long-term debt as of December 31, 2021, for the next five years and thereafter, in the aggregate, are:

(in thousands)	As of December 31, 2021
2022	$ 130,053
2023	130,723
2024	800,849
2025	107,434
2026	100,776
Thereafter	472,704
Total debt and finance lease obligations, net of related costs	$ 1,742,539

Total long-term debt is presented net of related costs of $23.4 million and $23.5 million at December 31, 2021 and 2020, respectively.

Term Loan and Senior Secured Notes

In February 2019, the Company entered into a Credit and Guaranty Agreement (the “Term Loan”) to borrow $450.0 million, guaranteed by all of the Company's subsidiaries, excluding Sunseeker Resorts Inc. and its subsidiaries, and other insignificant subsidiaries (the "Term Loan Guarantors"). In February 2020, the Company entered into an amendment to the Term Loan under which the interest rate was reduced by 150 basis points, and the principal amount of the debt was increased by a net amount of $100.0 million to $545.5 million. Quarterly principal payments increased under the amendment, but the remaining provisions were substantially unchanged, including the maturity date. The Term Loan is secured by substantially all property and assets of the Company and the Term Loan Guarantors, excluding aircraft and aircraft engines, and excluding certain other assets. The Term Loan bears interest based on LIBOR with a zero percent floor and provides for quarterly interest payments along with quarterly principal payments of $1.4 million through February 2024, at which time the Term Loan is due. The Term Loan may be prepaid at any time without penalty.

In October 2020, the Company closed on the private offering of $150.0 million principal amount of 8.5 percent Senior Secured Notes due 2024 (the "Senior Secured Notes"). The Senior Secured Notes and related guarantees are secured by first priority security interests in the same collateral package as securing the Term Loan and the debt is subject to an Intercreditor Agreement with the collateral agent for the Term Loan. The guarantors of the Notes include all significant subsidiaries other than Sunseeker Resorts, Inc. and its subsidiaries.

Consolidated Variable Interest Entities

The Company evaluates ownership, contractual lease arrangements and other interests in entities to determine if they are variable interest entities ("VIEs") based on the nature and extent of those interests. The Company consolidates a VIE when, among other criteria, it has the power to direct the activities that most significantly impact the VIE’s economic performance as well as the obligation to absorb losses or the right to receive benefits of the VIE, thus making the Company the primary beneficiary of the VIE.

In October 2019, the Company, through a wholly owned subsidiary, entered into agreements with a trust to borrow $23.5 million secured by one Airbus A320 series aircraft. The trust was funded on inception. The borrowing bears interest at a blended rate of

3.2 percent and is payable in monthly installments through October 2024, at which time the Company will have a purchase option at a fixed amount. As this transaction is a common control transaction, the Company, as the primary beneficiary, has measured and recorded the assets and liabilities at their carrying values, which were $18.6 million and $23.5 million, respectively, at the time of borrowing.

In March 2019, the Company, through a wholly owned subsidiary, entered into agreements with a trust to borrow $44.0 million secured by one Airbus A320 series aircraft. The trust was funded on inception. The borrowing bears interest at a blended rate of 3.8 percent and is payable in quarterly installments through April 2029, at which time the Company will have a purchase option at a fixed amount. As this transaction is a common control transaction, the Company, as the primary beneficiary, has measured and recorded the assets and liabilities at their carrying values, which were $38.5 million and $44.0 million, respectively, at the time of borrowing.

In September 2018, the Company, through a wholly owned subsidiary, entered into agreements with a trust to borrow $44.0 million secured by one Airbus A320 series aircraft. The trust was funded on inception. The borrowing bears interest at a blended rate of 4.0 percent and is payable in quarterly installments through September 2028, at which time the Company will have a purchase option at a fixed amount. As this transaction is a common control transaction, the Company, as the primary beneficiary, has measured and recorded the assets and liabilities at their carrying values, which were $37.8 million and $44.0 million, respectively, at the time of borrowing.

Payroll Support Program Loans

In 2020 and 2021, the Company entered into low-interest rate, senior unsecured term promissory notes (the "PSP Notes") with the Treasury under the Payroll Support Programs. The Notes mature in full after ten years, and bear interest at a rate of 1.0 percent per annum for the first five years and, thereafter, at the secured overnight financing rate (SOFR) plus 2 percent. The PSP Notes are prepayable at any time at par, without penalty.

As of December 31, 2021, the Company received $24.7 million in funds under the PSP Notes, which is recorded within noncurrent debt on the balance sheet.

In connection with the Payroll Support Programs, the Company is required to comply with the relevant provisions of the CARES Act, the Payroll Support Program Extension and ARPA, including those prohibiting the repurchase of common stock and the payment of common stock dividends through September 30, 2022, as well as those restricting the payment of certain executive compensation for periods through March 31, 2023.

Senior Secured Revolving Credit Facility

The senior secured revolving credit facility under which the Company was able to borrow up to $81.0 million matured on March 31, 2021 and the outstanding balance of $46.5 million was paid at that time

In March 2021, the Company entered into a new revolving credit facility under which it is entitled to borrow up to $50.0 million. The facility has a term of 24 months and the borrowing ability is based on the value of the Airbus A320 series aircraft placed into the collateral pool. The notes for amounts borrowed under the facility bear interest at a floating rate based on LIBOR and are due in March 2023. As of December 31, 2021, no aircraft collateral had been added to the collateral pool and the facility was undrawn.

Other Secured Debt

In September 2020, the Company borrowed $84.0 million under a loan agreement secured by aircraft and spare engines. The note bears interest at a fixed rate, payable in monthly installments maturing in September 2025 and September 2026 for the spare engines and aircraft, respectively.

In April 2020, the Company borrowed $31.0 million under a loan agreement secured by two aircraft. The note bears interest at a fixed rate, payable in quarterly installments with a maturity date in April 2028.

Construction Loan Agreement

In October 2021, Sunseeker Florida, Inc. (“SFI”), a wholly-owned subsidiary of the Company, entered into a Credit Agreement pursuant to which SFI may borrow up to $350.0 million funded by one or more entities directly or indirectly managed by Castlelake, L.P.(“Lender”) to fund the remaining construction of the initial phases of Sunseeker Resort at Charlotte Harbor (the "Resort"). The Loan is secured by the Resort. All of the shares in SFI are also pledged to secure the Loan. The Loan bears interest at 5.75 percent per annum payable semi-annually, provides for semi-annual principal payments of $26.0 million beginning in 2025 and matures in October 2028. The Credit Agreement includes covenants similar to the covenants in the Company’s Term Loan. To support the credit, the Company has guaranteed the full amount of the debt, has agreed to guarantee completion of the Project in accordance with approved plans and specifications and made a $30 million deposit into a construction disbursement account. As of December 31, 2021, $175.0 million has been advanced.

Finance Leases

The Company has finance lease obligations related to fifteen aircraft, which impacted the Company's recognized assets and liabilities as of December 31, 2021. See Note 8 for more information on finance lease obligations.

Note 8 — Leases

The Company had 15 aircraft under finance leases and 17 aircraft under operating leases as of December 31, 2021 with remaining terms through 2032.

Lease Costs

The components of lease costs recognized on the statements of income were as follows:

		Year Ended December 31,	
(in thousands)	**Classification on the Statements of Income**	**2021**	**2020**
Finance lease costs:			
Amortization of assets	Depreciation and amortization	$ 13,274	$ 6,631
Interest on lease liabilities	Interest expense	11,168	5,335
Operating lease cost	Aircraft lease rentals; Station operations; Maintenance and repairs; Other operating expense	22,697	12,616
Variable lease cost	Station operations; Maintenance and repairs; Other operating expense	2,565	3,560
Total lease cost		$ 49,704	$ 28,142

Lease position as of December 31, 2021

The table below presents the lease-related assets and liabilities recorded on the balance sheet.

		As of December 31,	
(in thousands)	**Classification on the Balance Sheet**	**2021**	**2020**
Assets			
Operating lease assets	Operating lease right-of-use assets, net	$ 130,087	$ 115,911
Finance lease assets	Property and equipment, net	338,469	133,175
Total lease assets		$ 468,556	$ 249,086
Liabilities			
Current			
Operating	Current operating lease liabilities	$ 19,081	$ 14,313
Finance	Current maturities of long-term debt and finance lease obligations	16,960	9,767
Noncurrent			
Operating	Noncurrent operating lease liabilities	115,067	102,289
Finance	Long-term debt and finance lease obligations	301,532	117,060
Total lease liabilities		$ 452,640	$ 243,429
Weighted-average remaining lease term			
Operating leases		7.7 years	8.3 years
Finance leases		7.8 years	7.6 years
Weighted-average discount rate			
Operating leases		5.4 %	5.4 %
Finance leases		5.2 %	5.0 %

Sale-Leaseback Transactions

In March 2021, the Company entered into a sale-leaseback transaction involving three aircraft and generating $105.0 million of proceeds. The lease was classified as a finance lease and as a result, the transaction did not qualify as a sale. The aircraft were not removed from property and equipment in the Company's balance sheet and the Company recorded a financial liability in the amount of $105.0 million. The proceeds from this transaction are treated as cash inflows from finance lease obligations and reported in financing activities on the statement of cash flows.

During the year ended December 31, 2020, the Company entered into sale-leaseback transactions involving eight total aircraft. The transactions qualified as sales, and generated $87.6 million of proceeds. As a result of the sales, the aircraft were removed from property and equipment in the Company's balance sheet, resulting in a $53.2 million loss on the sales. The loss is reflected within operating special charges on the statement of income since the Company would not likely have completed the transactions absent cash conservation efforts as a result of COVID-19. The leased aircraft were subsequently recorded within operating lease right-of-use assets, with the related lease liabilities recorded within current and noncurrent operating lease liabilities on the balance sheet. The proceeds from the sales of aircraft in these transactions are treated as cash inflows from investing activities on the statement of cash flows.

Other Information

The table below presents supplemental cash flow information related to leases during the year ended December 31.

	Year Ended December 31,	
(in thousands)	**2021**	**2020**
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows for operating leases	$ 18,987	$ 13,102
Operating cash flows for finance leases	10,697	5,335
Financing cash flows for finance leases	14,675	15,908

Maturities of Lease Liabilities

The table below indicates the future minimum payments of lease liabilities as of December 31, 2021.

(in thousands)	**Operating Leases**	**Finance Leases**
2022	$ 25,781	$ 32,822
2023	25,618	44,813
2024	25,299	29,268
2025	23,158	29,268
2026	13,184	28,968
Thereafter	49,317	250,141
Total lease payments	162,357	415,280
Less imputed interest	(28,209)	(96,788)
Total lease obligations	134,148	318,492
Less current obligations	(19,081)	(16,960)
Long-term lease obligations	$ 115,067	$ 301,532

Note 9 — Shareholders' Equity

The Company is authorized by its Board of Directors to acquire the Company's stock through open market purchases under its share repurchase program. As repurchase authority is exhausted, the Board of Directors has, to date, authorized additional expenditures for share repurchases. The Company suspended stock repurchases upon the onset of the pandemic and as part of accepting benefits from the Treasury under the Payroll Support Programs, the Company has agreed not to repurchase stock through September 30, 2022.

Share repurchases consisted of the following during the periods indicated:

	Year Ended December 31,		
	2021	2020	2019
Shares repurchased[1]	—	197,570	103,943
Average price per share	$ —	$ 155.14	$ 141.64
Total (in thousands)	$ —	$ 30,651	$ 14,723

[1] *Share amounts shown above include only open market repurchases and do not include shares withheld from employees for tax withholding obligations related to restricted stock vestings, which were 19,001 and 27,700 shares for 2020 and 2019, respectively.*

Cash dividends declared by the Board and paid by the Company consisted of the following during the periods indicated:

	Year Ended December 31,		
	2021	2020	2019
Total quarterly cash dividends declared, per share	$ —	$ 0.70	$ 2.80
Total cash dividends paid (in thousands)	—	11,361	45,552

The Company suspended payment of cash dividends upon the onset of the pandemic and as part of accepting benefits from the Treasury under the Payroll Support Programs, the Company has agreed not to pay cash dividends through September 30, 2022.

Note 10 — Fair Value Measurements

Investments

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 to sell 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 as follows:

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

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 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.

Financial instruments measured at fair value on a recurring basis:

	As of December 31, 2021			As of December 31, 2020		
(in thousands)	**Total**	**Level 1**	**Level 2**	**Total**	**Level 1**	**Level 2**
Cash equivalents						
Money market funds	$ 25,019	$ 25,019	$ —	$ 5,340	$ 5,340	$ —
Commercial paper	179,455	—	179,455	48,908	—	48,908
Municipal debt securities	63,875	—	63,875	34,338	—	34,338
Federal agency debt securities	—	—	—	51,400	—	51,400
Total cash equivalents	268,349	25,019	243,330	139,986	5,340	134,646
Short-term						
Commercial paper	419,469	—	419,469	229,821	—	229,821
Corporate debt securities	234,436	—	234,436	166,768	—	166,768
Municipal debt securities	165,572	—	165,572	87,290	—	87,290
Federal agency debt securities	—	—	—	48,598	—	48,598
Total short-term	819,477	—	819,477	532,477	—	532,477
Long-term						
Municipal debt securities	2,231	—	2,231	—	—	—
Total long-term	2,231	—	2,231	—	—	—
Total financial instruments	$ 1,090,057	$ 25,019	$ 1,065,038	$ 672,463	$ 5,340	$ 667,123

There were no significant transfers between Level 1 and Level 2 assets for the years ended December 31, 2021 or 2020.

Long-term Debt

None of the Company's long-term debt is publicly traded. The Company has determined the estimated fair value of all of this debt 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 without reduction for related costs:

	As of December 31, 2021		As of December 31, 2020		
(in thousands)	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value	Fair Value Level
Non-publicly held debt	$ 1,447,462	$ 1,261,170	$ 1,555,637	$ 1,191,008	3

Other

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

Note 11 — Income Taxes

The Company is subject to income taxation in the United States and various state jurisdictions in which it operates. In accordance with income tax accounting standards, the Company recognizes tax benefits or expenses on the temporary differences between the financial reporting and tax bases of its assets and liabilities.

In 2021, 2020 and 2019, the Company recorded net tax (benefit)/provision of $44.8 million, $(177.0) million and $69.1 million, respectively. Cash taxes, net of (refunds), were $(128.5) million, $(95.2) million and $(2.2) million, respectively.

Components of Income before Income Taxes from Continuing Operations

The components of income before taxes for domestic and foreign operations consisted of the following:

	Year ended December 31,		
(in thousands)	**2021**	**2020**	**2019**
Domestic	$ 196,620	$ (361,242)	$ 299,330
Foreign	—	175	1,917
Total	$ 196,620	$ (361,067)	$ 301,247

Income Tax Provision/(Benefit)

The provision (benefit) for income taxes is composed of the following:

	Year ended December 31,		
(in thousands)	**2021**	**2020**	**2019**
Current:			
Federal	$ (494)	$ (195,572)	$ (34)
State	552	(211)	505
Foreign	(6)	132	530
Total current	52	(195,651)	1,001
Deferred:			
Federal	40,693	24,126	63,430
State	4,022	(5,449)	4,699
Foreign	—	—	—
Total deferred	44,715	18,677	68,129
Total income tax provision (benefit)	$ 44,767	$ (176,974)	$ 69,130

Reconciliation of Effective Tax Rate

The effective tax rate on income before income taxes differed from the federal statutory income tax rate as follows:

	Year ended December 31,		
(in thousands)	**2021**	**2020**	**2019**
Income tax expense (benefit) at federal statutory rate	$ 41,575	$ (70,459)	$ 63,262
State income taxes, net of federal income tax benefit	4,257	(5,495)	5,070
CARES Act	—	(97,988)	—
Foreign income tax expense	(6)	132	530
Other	(1,059)	(3,164)	268
Total income tax expense	$ 44,767	$ (176,974)	$ 69,130

Deferred Taxes

The major components of the Company's net deferred tax assets and liabilities are as follows:

	As of December 31,	
(in thousands)	**2021**	**2020**
Deferred tax assets:		
Accrued vacation	$ 1,197	$ 1,024
Accrued bonus	4,086	—
State taxes	248	—
Accrued property taxes	1,048	1,111
Stock-based compensation expense	1,372	1,025
Net operating loss	7,827	15,979
Tax credit	4,523	10,995
Less: valuation allowance	1,214	1,214
Total deferred tax assets	19,087	28,920
Deferred tax liabilities:		
Prepaid expenses	3,625	2,517
Depreciation	352,123	308,266
Other	9,476	19,900
Total deferred tax liabilities	365,224	330,683
Net deferred tax liabilities	$ 346,137	$ 301,763

Net Operating Loss and Tax Credit Carryforwards

Pursuant to the CARES Act, the Company carried back net operating tax losses generated in 2018, 2019 and 2020 in the amounts of $185.4 million, $116.7 million and $422.1 million respectively to tax years ended December 31, 2013 through December 31, 2016. The net operating loss carryback resulted in prior years' foreign tax credits and general business credits generated in 2014 - 2020 in the amount of $5.7 million and $5.2 million respectively to be released. During 2021, the Company utilized $2.3 million and $4.5 million of the released foreign tax credits and general business credits. Unused foreign tax credit and general business credits will expire in 2026 – 2030, but the Company expects to utilize these credits prior to the expiration.

In addition, as of December 31, 2021, the Company recognized state net operating loss carryforwards for income tax purposes in the amount of $7.8 million. A portion of the state net operating loss carryforward amounts will expire between 2022 and 2040 while a majority of these net operating losses have an indefinite carryforward period.

Note 12— Related Party Transactions

During the years ended December 31, 2021, 2020 and 2019, there were no related party transactions that required disclosure.

Note 13 — Employee Benefit Plans

401(k) Plan

The Company has a defined contribution plan covering all eligible employees. Under the plan, employees may contribute up to 90 percent of their eligible annual compensation with the Company making matching contributions on employee deferrals of up to 5 percent of eligible employee wages. The matching contributions on pilot deferrals is 200 percent for the first 5 percent of eligible wages resulting from the pilot collective bargaining agreement.

The Company recognized expense under this plan of $21.4 million, $18.6 million, and $19.0 million for the years ended December 31, 2021, 2020 and 2019, respectively.

Share-based employee compensation

The Company reserved 2,000,000 shares of common stock for the Company to grant stock options, restricted stock, cash-settled stock appreciation rights ("SARs") and other stock-based awards to certain officers, directors and employees of the Company under the 2016 Long-Term Incentive Plan (the "2016 Plan"). The 2016 Plan is administered by the Company's compensation committee of the Board of Directors.

Employee Stock Purchase Plan

The Company reserved 1,000,000 shares of common stock for employee purchases under the 2014 Employee Stock Purchase Plan ("ESPP"). Shares are purchased semi-annually, at a discount, based on the market value at period-end. Employees may contribute up to 25 percent of their base pay per offering period, not to exceed $25,000 each calendar year, for the purchase of common stock. The ESPP is a compensatory plan under applicable accounting guidance and results in the recognition of compensation expense.

The following table provides information about the Company's ESPP activity during 2021, 2020, and 2019:

	Total number of shares purchased in year	Average price paid per share	Weighted-average fair value of discount under the ESPP [1]
As of December 31, 2019	38,464	$ 133.54	$ 23.51
As of December 31, 2020	56,866	$ 90.63	$ 14.10
As of December 31, 2021	39,760	$ 174.68	$ 30.00

[1] The weighted-average fair value of the discount under the ESPP granted is equal to a percentage discount from the market value of the common stock at the end of each semi-annual purchase period. 15 percent is the maximum allowable discount under the ESPP.

Compensation expense

For the years ended December 31, 2021, 2020 and 2019, the Company recorded compensation expense of $17.2 million, $20.1 million and $19.2 million, respectively, related to restricted stock, stock options, cash-settled SARs and the ESPP. Forfeiture rates are estimated at the time of grant based on historical actuals for similar grants, and are matched to actuals over the vesting period.

The unrecognized compensation cost was $23.3 million as of December 31, 2021 for unvested restricted stock expected to be recognized over a weighted-average period of 2.22 years. As of December 31, 2021, there was no unrecognized compensation cost for either cash-settled SARs or stock options.

Restricted stock awards

The closing price of the Company's stock on the date of grant is used as the fair value for the issuance of restricted stock. A summary of the status of non-vested restricted stock grants during the years ended December 31, 2021, 2020 and 2019 is presented below:

	Shares	Weighted Average Grant Date Fair Value Per Share
Non-vested at December 31, 2018	196,194	$ 153.88
Granted	218,477	143.72
Vested	(104,816)	152.07
Forfeited	(15,047)	148.97
Non-vested at December 31, 2019	294,808	$ 147.25
Granted	267,169	137.80
Vested	(291,303)	147.58
Forfeited	(5,147)	145.82
Non-vested at December 31, 2020	265,527	$ 142.25
Granted	120,456	194.66
Vested	(197,530)	136.71
Forfeited	(6,900)	147.05
Non-vested at December 31, 2021	181,553	$ 183.63

The total fair value of restricted stock that vested during the years ended December 31, 2021, 2020 and 2019 was $27.0 million, $43.0 million and $15.9 million, respectively.

Note 14 — Commitments and Contingencies

The Company leases assets including aircraft, office facilities, office equipment, certain airport and terminal facilities, and other space. These commitments have remaining non-cancelable lease terms, which range from 2022 to 2048. Refer to Note 8 for more information on the Company's lease agreements.

The Company's contractual purchase commitments consist primarily of aircraft and engine acquisitions. The total future commitments are as follows:

(in thousands)	As of December 31, 2021
2022	224,587
2023	632,072
2024	765,758
2025	305,068
Total purchase commitments	$ 1,927,485

Aircraft Commitments

As of December 31, 2021, the Company had entered into purchase agreements for 51 aircraft which are expected to deliver between 2022 through 2025.

Contingencies

The Company is party to collective bargaining agreements with the employee groups listed below. As of December 31, 2021, the percentage of full-time equivalent employees for these pay groups were as follows:

	As of December 31, 2021
Flight Attendants	24.4 %
Pilots	33.5
Maintenance Technicians	12.2
Flight Dispatchers	0.9
Total	71.0 %

See Item I - Business, for further discussion on the status of each group which has elected union representation.

The Company is subject to certain other 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 15 — Valuation and Qualifying Accounts

(in thousands)	Balance at Beginning of Year	Changes Charged to Statement of Income Accounts	Write Offs (net of recoveries)	Balance at End of Year
Allowance for expendable parts and supplies				
For the Year Ended December 31, 2021	$ 4,323	$ 1,718	$ —	$ 6,041
For the Year Ended December 31, 2020	2,748	1,575	—	4,323
For the Year Ended December 31, 2019 [1]	14,410	2,257	(13,919)	2,748

[1] *Increase in write offs mostly related to disposal of MD-80 fleet parts in 2019.*

Note 16 — Segments

Operating segments are components of a company for which separate financial and operating information is regularly evaluated and reported to the Chief Operating Decision Maker ("CODM"), and is used to allocate resources and analyze performance. The Company's CODM is the executive leadership team, which reviews information about the Company's two operating segments: Airline and Sunseeker Resort.

Airline Segment

The Airline segment operates as a single business unit and includes all scheduled service air transportation, ancillary air-related products and services, third party products and services, fixed fee contract air transportation and other airline-related revenue. The CODM evaluation includes, but is not limited to, route and flight profitability data, ancillary and third party product and service offering statistics, and fixed fee contract information when making resource allocation decisions with the goal of optimizing consolidated financial results.

Sunseeker Resort Segment

The Sunseeker Resort segment represents activity related to the development and construction of Sunseeker Resort in Southwest Florida, as well as the operation of Kingsway Golf Course. Plans for the resort include a 500-room hotel and two towers offering an estimated 180 one, two and three-bedroom suites, bar and restaurant options, and other amenities. The golf course is a short drive from the resort site and is considered, from a planning and strategic perspective, to be an additional resort amenity. The construction of Sunseeker Resort is an extension of the Company's leisure travel focus and it is expected that many customers flying to Southwest Florida on Allegiant will elect to stay at this resort and enjoy its amenities.

Other non-Airline Segment

The other non-airline segment includes the Teesnap golf course management solution and Allegiant Nonstop family entertainment centers. Allegiant Nonstop family entertainment centers featured games, attractions, and food facilities.

Due to the impacts of COVID-19, the Company permanently closed the Allegiant Nonstop locations in Warren, MI, Clearfield, Utah, and the Allegiant Nonstop location in West Jordan, Utah, which was being developed.

In April 2021, the Company closed on a transaction to sell 85 percent of Teesnap.

Selected information for the Company's segments and the reconciliation to the consolidated financial statement amounts are as follows:

(in thousands)	Airline	Sunseeker Resort	Other non - airline	Consolidated
Year Ended December 31, 2021				
Operating revenue:				
Passenger	$ 1,578,436	$ —	$ —	$ 1,578,436
Third party products	86,487	—	—	86,487
Fixed fee contract	41,184	—	—	41,184
Other	133	(6)	1,676	1,803
Operating income (loss)	271,716	(7,998)	(643)	263,075
Interest expense, net	64,529	1,818	—	66,347
Depreciation and amortization	180,923	112	—	181,035
Capital expenditures	309,982	50,629	—	360,611
Year Ended December 31, 2020				
Operating revenue:				
Passenger	$ 902,187	$ —	$ —	$ 902,187
Third party products	46,482	—	—	46,482
Fixed fee contract	26,865	—	—	26,865
Other	1,462	650	12,427	14,539
Operating income (loss)	(104,745)	(145,721)	(30,519)	(280,985)
Interest expense, net	50,355	562	—	50,917
Depreciation and amortization	174,882	615	770	176,267
Capital expenditures	262,748	45,160	442	308,350
Year Ended December 31, 2019				
Operating revenue:				
Passenger	$ 1,682,955	$ —	$ —	$ 1,682,955
Third party products	70,012	—	—	70,012
Fixed fee contract	65,057	—	—	65,057
Other	4,474	2,048	16,419	22,941
Operating income (loss)	388,740	(6,588)	(18,202)	363,950
Interest expense, net	58,112	1,694	—	59,806
Depreciation and amortization	151,060	1,250	3,542	155,852
Capital expenditures	438,765	66,659	18,304	523,728

Total assets were as follows as of the dates indicated:

(in thousands)	As of December 31, 2021	As of December 31, 2020
Airline	$ 3,871,751	$ 3,214,523
Sunseeker Resort	119,032	36,612
Other non-airline	290	7,790
Consolidated	$ 3,991,073	$ 3,258,925

Note 17 — Subsequent Events

Under the agreement entered into with The Boeing Company (“Boeing”) to acquire fifty (50) newly manufactured Boeing 737-MAX aircraft, the Company made pre-delivery deposits of $44.5 million in January 2022.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of disclosure controls and procedures. As of the end of the period covered by this report, under the supervision and with the participation of our management, including our CEO and chief financial officer ("CFO"), we evaluated the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended, or the "Exchange Act"). Based on that evaluation, management, including our CEO and CFO, 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 and is accumulated and communicated to the Company's management, including the CEO and the CFO, as appropriate to allow timely decisions regarding required disclosure.

Changes in internal controls. There were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) that occurred during the fourth quarter of our year ended December 31, 2021, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Annual Report on Internal Control over Financial Reporting. Management, under the supervision of the CEO and CFO, is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act. Our management has assessed the effectiveness of our internal control over financial reporting as of December 31, 2021. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") Internal Control - Integrated Framework (2013 Framework). Based on the assessment, management has concluded that, as of December 31, 2021, our internal control over financial reporting was effective based on those criteria.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. As such, even those systems determined to be effective can provide only reasonable assurance of achieving their control objectives. We intend to review and evaluate the design and effectiveness of our disclosure controls and procedures and internal control over financial reporting on a regular basis, to improve these controls and procedures over time, and to correct any deficiencies that may be discovered. Future events affecting our business may cause us to modify our controls and procedures.

Our independent registered public accounting firm has issued an attestation report regarding its assessment of the effectiveness of our internal control over financial reporting as of December 31, 2021.

Item 9B. Other Information

Not applicable.

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Allegiant Travel Company:

Opinion on Internal Control Over Financial Reporting

We have audited Allegiant Travel Company and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2021 and 2020, the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements), and our report dated March 1, 2022 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Dallas, Texas

March 1, 2022

PART III

Item 10. Directors, Executive Officers, and Corporate Governance

The information required by this Item is incorporated herein by reference to the data under the headings “ELECTION OF DIRECTORS,” “EXECUTIVE OFFICERS” and “Section 16(a) Beneficial Ownership Reporting Compliance” in the Proxy Statement to be used in connection with the solicitation of proxies for our annual meeting of shareholders to be held June 22, 2022, which Proxy Statement is to be filed with the Commission.

Item 11. Executive Compensation

The information required by this Item is incorporated herein by reference to the data under the headings “EXECUTIVE COMPENSATION” and “REPORT OF THE COMPENSATION COMMITTEE” in the Proxy Statement to be used in connection with the solicitation of proxies for our annual meeting of shareholders to be held June 22, 2022, which Proxy Statement is to be filed with the Commission.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this Item is incorporated herein by reference to the data under the heading “STOCK OWNERSHIP” in the Proxy Statement to be used in connection with the solicitation of proxies for our annual meeting of shareholders to be held June 22, 2022, which Proxy Statement is to be filed with the Commission. The information required by this item with respect to securities authorized for issuance under our equity compensation plans is included in Part II, Item 5 of this Annual Report on Form 10-K.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item is incorporated herein by reference to the data under the heading “RELATED PARTY TRANSACTIONS” and “Director Independence” in the Proxy Statement to be used in connection with the solicitation of proxies for our annual meeting of shareholders to be held June 22, 2022, which Proxy Statement is to be filed with the Commission.

Item 14. Principal Accountant Fees and Services

Our Independent registered public accounting firm is KPMG LLP, Dallas, TX, Auditor Firm ID: 185

The information required by this Item is incorporated herein by reference to the data under the heading “PRINCIPAL ACCOUNTANT FEES AND SERVICES” in the Proxy Statement to be used in connection with the solicitation of proxies for our annual meeting of shareholders to be held June 22, 2022, which Proxy Statement is to be filed with the Commission.

PART IV

Item 15. Exhibits and Financial Statement Schedules

— Financial Statements and Supplementary Data. The financial statements included in Item 8 - Financial Statements and Supplementary Data above are filed as part of this annual report.
— Financial Statement Schedules. Schedules are not submitted because they are not required or are not applicable, or the required information is shown in the consolidated financial statements or notes thereto.
— Exhibits. The Exhibits listed below are filed or incorporated by reference as part of this Form 10-K. Where so indicated, exhibits which were previously filed are incorporated by reference.

Exhibit Number	Description
3.1	Articles of Incorporation of Allegiant Travel Company. (Incorporated by reference to Exhibit 3.1 to Registration Statement No. 333-134145 filed with the Commission on July 6, 2006).
3.2	Bylaws of Allegiant Travel Company as amended on October 18, 2021. (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K, filed with the Commission on October 18, 2021).
3.3	Specimen Stock Certificate (Incorporated by reference to Exhibit 3.3 to the Form 8-A filed with the Commission on November 22, 2006).
4.1	Indenture, dated as of October 7, 2020, by and among Allegiant Travel Company, the guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral agent, governing the 8.500% Senior Secured Notes due 2024. (incorporated by reference to Exhibit 4.1 to Current Report on Form 8-K filed with the Commission on October 7, 2020).
4.2	Form of 8.500% Senior Secured Notes due 2024 (incorporated by reference to Exhibit A to Exhibit 4.1).
4.3	First Lien Intercreditor Agreement, dated as of October 7, 2020, between Barclays Bank PLC, as Authorized Representative for the Credit Agreement Secured Parties, Wilmington Trust, National Association, as First Lien Notes Collateral Agent and Authorized Representative for the First Lien Notes Secured Parties. (Incorporated by reference to Exhibit 4.3 to Current Report on Form 8-k filed with the Commission on October 7, 2020)
4.4	Warrant Agreement dated April 20, 2020 between the Company and the U.S. Department of the Treasury.(Incorporated by reference to Exhibit 10.3 to Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, filed with the Commission on May 22, 2020)
4.5	Form of PSP2 Warrant (included in Exhibit 4.4 as Annex B thereto).
4.6	PSP2 Warrant Agreement dated as of January 15, 2021, between the Company and the United States Department of the Treasury. (Incorporated by reference to Exhibit 4.3 to the Current Report on Form 8-K filed with the Commission on October 6, 2021).
4.7	Form of PSP Warrant (Included in Exhibit 4.6 as Annex B thereto).
10.1	Airport Use and Lease Agreement signed on March 17, 2011 between the Company and Clark County Department of Aviation. (Incorporated by reference to Exhibit 10.20 to the Annual Report on Form 10-K for the year ended December 31, 2011, filed with the Commission on February 27, 2012-SEC File No. 001-33166).
10.2	Form of Indemnification Agreement. (Incorporated by reference to Exhibit 10.4 to the Annual Report on Form 10-K for the year ended December 31, 2012, filed with the Commission on February 26, 2013-SEC File No. 001-33166).
10.3	2016 Long-Term Incentive Plan. (Incorporated by reference to Exhibit 10.6 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2016, filed with the Commission on November 1, 2016.) [1]
10.4	Form of Restricted Stock Agreement used for Directors of the Company. (Incorporated by reference to Exhibit 10.7 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2016, filed with the Commission on November 1, 2016.) [1]
10.5	Form of Stock Option Agreement used for Employees of the Company. (Incorporated by reference to Exhibit 10.8 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2016, filed with the Commission on November 1, 2016.) [1]
10.6	Form of Restricted Stock Agreement used for Employees of the Company. (Incorporated by reference to Exhibit 10.9 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2016, filed with the Commission on November 1, 2016.) [1]
10.7	Form of Stock Appreciation Rights Agreement used for Employees of the Company. (Incorporated by reference to Exhibit 10.10 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2016, filed with the Commission on November 1, 2016.) [1]
10.8	Credit and Guaranty Agreement, dated as of February 5, 2019, among the Company, as borrower, certain subsidiaries of the Company party thereto, as guarantors, the lenders party thereto and Barclays PLC, as administrative agent, syndication agent and lead arranger. (Incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed with the Commission on February 5, 2019.)
10.9	Credit Agreement dated as of June 24, 2019 among Sunrise Asset Management, Bank of America Leasing and Capital, LLC, Sumitomo Mitsui Banking Corporation and Bank of Utah, as agent. (Incorporated by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q for the quarter ended June 30, 2019 filed with the Commission on July 31, 2019). [1]
10.10	Employment Agreement dated as of October 1, 2019, between the Company and John Redmond (Incorporated by reference to Exhibit 10.18 to Annual Report on Form 10-k for the year ended December 31, 2019 filed with the Commission on February 27, 2020. [1]
10.11	First Amendment dated February 13, 2020, to Credit and Guaranty Agreement, dated as of February 5, 2019, among the Company, as borrower, certain subsidiaries of the Company party thereto, as guarantors, the lenders party thereto and Barclays Bank PLC, as administrative agent. (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Commission on February 18, 2020).
10.12	Payroll Support Program Agreement dated April 20, 2020 between Allegiant Air, LLC and the U.S. Department of the Treasury. (Incorporated by reference to Exhibit 10.1 to Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, filed with the Commission on May 22, 2020)
10.13	Promissory Note dated April 20, 2020 from Allegiant Air, LLC to U.S. Department of the Treasury.(Incorporated by reference to Exhibit 10.2 to Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, filed with the Commission on May 22, 2020)

10.14	Employment Agreement effective as of August 1, 2020 between the Company and D. Scott Sheldon (Incorporated by reference to Exhibit 10.1 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2020 filed with the Commission on November 5, 2020). [+]
10.15	Employment Agreement effective as of August 1, 2020 between the Company and Gregory Anderson (Incorporated by reference to Exhibit 10.2 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2020 filed with the Commission on November 5, 2020). [+]
10.16	Employment Agreement effective as of September 1, 2020 between the Company and Scott DeAngelo (Incorporated by reference to Exhibit 10.4 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2020 filed with the Commission on November 5, 2020). [+]
10.17	Employment Agreement effective as of September 1, 2020 between the Company and Robert P. Wilson, III (Incorporated by reference to Exhibit 10.3 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2020 filed with the Commission on November 5, 2020). [+]
10.18	Payroll Support Program Extension Agreement dated January 15, 2021 between Allegiant Air, LLC and the U.S. Department of the Treasury. (Incorporated by reference to Exhibit 10.19 to Annual Report on Form 10-K for the year ended December 31, 2020.)
10.19	Payroll Support Program 3 Agreement dated April 23, 2021, between Allegiant Air, LLC and the United States Department of the Treasury.
10.20	Credit Agreement dated as of October 13, 2021 among Sunseeker Florida, Inc., Allegiant Travel Company, certain subsidiaries of Allegiant Travel Company, the Lenders party thereto, Wilmington Trust, National Association as Administrative Agent and Castlelake Lending Opportunities, LLC as Facility Manager. [+]
10.21	Disbursement Agreement dated as of October 13, 2021 among Sunseeker Florida, Inc. and Wilmington Trust, National Association as Disbursement Agent and Administrative Agent. [2]
10.22	Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of October 13, 2021 made by Sunseeker Florida, Inc., to Wilmington Trust, National Association as Administrative Agent.
10.23	Share Pledge Agreement dated as of October 13, 2021 between SFI Holdco, Inc. and Wilmington Trust, National Association as Administrative Agent.
10.24	Payment Guaranty dated as of October 13, 2021 among Allegiant Travel Company, certain subsidiaries of Allegiant Travel Company, SFI Holdco, Inc. and Wilmington Trust, National Association as Administrative Agent.
10.25	Carry and Completion Guaranty dated as of October 13, 2021 among Allegiant Travel Company, certain subsidiaries of Allegiant Travel Company, SFI Holdco, Inc. and Wilmington Trust, National Association as Administrative Agent.
10.26	Aircraft General Terms Agreement WJE-AGTA between The Boeing Company and Allegiant Air, LLC [2]
10.27	Purchase Agreement Number PA-05130 between The Boeing Company and Allegiant Air, LLC relating to Boeing Models 737-8-200 and 737-7 Aircraft [2]
10.28	Table 1A to Purchase Agreement No. PA-05130 Aircraft Information Table [2]
10.29	Table 1B to Purchase Agreement No. PA-05130 Aircraft Information Table [2]
10.30	Aircraft Configuration between The Boeing Company and Allegiant Air Exhibit A-1 to Purchase Agreement Number PA-05130 [2]
10.31	Aircraft Configuration between The Boeing Company and Allegiant Air Exhibit A-2 to Purchase Agreement Number PA-05130 [2]
10.32	Aircraft Delivery Requirements and Responsibilities between The Boeing Company and Allegiant Air, LLC Exhibit B to Purchase Agreement Number PA-05130 [2]
10.33	Airframe and Optional Features Escalation Adjustment between The Boeing Company and Allegiant Air, LLC Supplemental Exhibit AE1 to Purchase Agreement Number PA-05130 [2]
10.34	Buyer Furnished Equipment Variables between The Boeing Company and Allegiant Air, LLC Supplemental Exhibit BFE1 to Purchase Agreement Number PA-05130 [2]
10.35	Customer Support Variables between The Boeing Company and Allegiant Air, LLC Supplemental Exhibit CS1 to Purchase Agreement Number PA-05130 [2]
10.36	Engine Escalation Adjustment, Engine Warranty and Patent Indemnity between The Boeing Company and Allegiant Air, LLC Supplemental Exhibit EE1 to Purchase Agreement Number PA-05130
10.37	Service Life Policy between The Boeing Company and Allegiant Air, LLC Supplemental Exhibit SLP1 to Purchase Agreement Number PA-05130
10.38	Letter Agreement WJE-PA-05130-LA-2101477 by and between The Boeing Company and Allegiant Air, LLC [2]
10.39	Attachment A to Letter Agreement No. WJE-PA-05130-LA-2101477 [2]
10.40	Attachment B to Letter Agreement No. WJE-PA-05130-LA-2101477 [2]
10.41	Letter Agreement WJE-PA-05130-LA-2101478 by and between The Boeing Company and Allegiant Air, LLC [2]
10.42	Letter Agreement WJE-PA-05130-LA-2101479 by and between The Boeing Company and Allegiant Air, LLC [2]
10.43	Letter Agreement WJE-PA-05130-LA-2101481 by and between The Boeing Company and Allegiant Air, LLC [2]
10.44	Letter Agreement WJE-PA-05130-LA-2101482 by and between The Boeing Company and Allegiant Air, LLC [2]
10.45	Letter Agreement WJE-PA-05130-LA-2101483 by and between The Boeing Company and Allegiant Air, LLC [2]
10.46	Letter Agreement WJE-PA-05130-LA-2101485 by and between The Boeing Company and Allegiant Air, LLC [2]
10.47	Attachment to Letter Agreement WJE-PA-05130-LA-2101485 [2]
10.48	Attachment to Letter Agreement WJE-PA-05130-LA-2101485 [2]

10.49	Letter Agreement WJE-PA-05130-LA-2101487 by and between The Boeing Company and Allegiant Air, LLC [2]
10.50	Letter Agreement WJE-PA-05130-LA-2101488 by and between The Boeing Company and Allegiant Air, LLC [2]
10.51	Letter Agreement WJE-PA-05130-LA-2101489 by and between The Boeing Company and Allegiant Air, LLC [2]
10.52	Letter Agreement WJE-PA-05130-LA-2101490 by and between The Boeing Company and Allegiant Air, LLC [2]
10.53	Letter Agreement WJE-PA-05130-LA-2101491 by and between The Boeing Company and Allegiant Air, LLC [2]
10.54	Letter Agreement WJE-PA-05130-LA-2103907 by and between The Boeing Company and Allegiant Air, LLC [2]
10.55	Letter Agreement WJE-PA-05130-LA-2103908 by and between The Boeing Company and Allegiant Air, LLC [2]
10.56	Attachment to Letter Agreement WJE-PA-05130-LA-2103908 [2]
10.57	Letter Agreement WJE-PA-05130-LA-2103909 by and between The Boeing Company and Allegiant Air, LLC [2]
10.58	Letter Agreement WJE-PA-05130-LA-2103923 by and between The Boeing Company and Allegiant Air, LLC [2]
10.59	Letter Agreement WJE-PA-05130-LA-2103924 by and between The Boeing Company and Allegiant Air, LLC [2]
10.60	Letter Agreement WJE-PA-05130-LA-2103925 by and between The Boeing Company and Allegiant Air, LLC [2]
10.61	Letter Agreement WJE-PA-05130-LA-2103930 by and between The Boeing Company and Allegiant Air, LLC [2]
10.62	Letter Agreement WJE-PA-05130-LA-2104792 by and between The Boeing Company and Allegiant Air, LLC [2]
10.63	Letter Agreement WJE-PA-05130-LA-2104982 by and between The Boeing Company and Allegiant Air, LLC [2]
10.64	Letter Agreement WJE-PA-05130-LA-2105122 by and between The Boeing Company and Allegiant Air, LLC [2]
10.65	Letter Agreement WJE-PA-05130-LA-2105267 by and between The Boeing Company and Allegiant Air, LLC [2]
10.66	Letter Agreement WJE-PA-05130-LA-2105268 by and between The Boeing Company and Allegiant Air, LLC [2]
10.67	Letter Agreement WJE-PA-05130-LA-2105443 by and between The Boeing Company and Allegiant Air, LLC [2]
10.68	Letter Agreement WJE-PA-05130-LA-2105503 by and between The Boeing Company and Allegiant Air, LLC [2]
21	List of Subsidiaries
23.1	Consent of KPMG LLP, independent registered public accounting firm
31.1	Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer
31.2	Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer
32	Section 1350 Certifications
101	The following financial information from the Company's Annual Report on Form 10-K for the year ended December 31, 2021 filed with the SEC on March 1, 2022, formatted in XBRL includes (i) Consolidated Balance Sheets as of December 31, 2021 and December 31, 2020 (ii) Consolidated Statements of Income for the years ended December 31, 2021, 2020 and 2019 (iii) Consolidated Statements of Comprehensive Income for the years ended December 31, 2021, 2020 and 2019 (iv) Consolidated Statements of Shareholders' Equity for the years ended December 31, 2021, 2020 and 2019 (v) Consolidated Cash Flow Statements for the years ended December 31, 2021, 2020 and 2019 (vi) the Notes to the Consolidated Financial Statements. [3]

(1) Management contract or compensation plan or agreement required to be filed as an Exhibit to this Report on Form 10-K pursuant to Item 15(b) of Form 10-K.

(2) Certain confidential information in this agreement has been omitted because it (i) is not material and (ii) would be competitively harmful if publicly disclosed.

(3) Pursuant to Rule 406 of Regulation S-T, the XBRL related information in Exhibit 101 to this annual report on Form 10-K shall be deemed to be not filed for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, and shall not be deemed part of a registration statement, prospectus or other document filed under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 16. Form 10-K Summary

None

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Las Vegas, State of Nevada on March 1, 2022.

Allegiant Travel Company

By: /s/ Gregory Anderson
Gregory Anderson, as duly authorized officer of the Company (Chief Financial Officer) and as Principal Financial Officer

POWERS OF ATTORNEY

Each person whose signature appears below hereby appoints Gregory Anderson and Maurice J. Gallagher, Jr., and each of them acting alone, as his or her true and lawful attorneys-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this annual report on Form 10-K, and to file the same, with all exhibits thereto and all other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents full power and authority to perform each and every act and thing appropriate or necessary to be done, as fully and for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Maurice J. Gallagher, Jr. Maurice J. Gallagher, Jr.	Chief Executive Officer and Director (Principal Executive Officer)	March 1, 2022
/s/ John Redmond John Redmond	President and Director	March 1, 2022
/s/ Gregory Anderson Gregory Anderson	Chief Financial Officer (Principal Financial Officer)	March 1, 2022
/s/ Rebecca Aretos Rebecca Aretos	Chief Accounting Officer (Principal Accounting Officer)	March 1, 2022
/s/ Montie Brewer Montie Brewer	Director	March 1, 2022
/s/ Gary Ellmer Gary Ellmer	Director	March 1, 2022
/s/ Ponder Harrison M. Ponder Harrison	Director	March 1, 2022
/s/ Linda Marvin Linda Marvin	Director	March 1, 2022
/s/ Sandra D. Morgan Sandra D. Morgan	Director	March 1, 2022
/s/ Charles W. Pollard Charles W. Pollard	Director	March 1, 2022

PAYROLL SUPPORT PROGRAM 3 AGREEMENT

Recipient: Allegiant Air, LLC 1201 N. Town Center Dr. Las Vegas, NV 89144	**PSP Participant Number:** PSA-2004062435 **Employer Identification Number:** 20-0808621 **DUNS Number:** 019216626
Additional Recipients:	
Amount of Initial Payroll Support Payment: $49,210,162.78	

The Department of the Treasury (Treasury) hereby provides Payroll Support (as defined herein) under section 7301 of the American Rescue Plan Act of 2021. The Signatory Entity named above, on behalf of itself and its Affiliates (as defined herein), agrees to comply with this Agreement and applicable Federal law as a condition of receiving Payroll Support. The Signatory Entity and its undersigned authorized representatives acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in connection with this Agreement may result in administrative remedies as well as civil and/or criminal penalties.

The undersigned hereby agree to the attached Payroll Support Program 3 Agreement.

Department of the Treasury

Name: David A. Lebryk

Title: Fiscal Assistant Secretary

Date: April 23, 2021

Allegiant Air, LLC

X _____ April 23, 2021

Signature of First Authorized Representative Date

Gregory Anderson EVP, CFO

Print Name of First Authorized Representative Title

Allegiant Air, LLC

X _____ April 23, 2021

Signature of Second Authorized Representative Date

Scott Sheldon EVP, COO

Print Name of Second Authorized Representative Title

OMB Approval No. 1505-0263

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 2 hours per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

PAYROLL SUPPORT PROGRAM 3 AGREEMENT

INTRODUCTION

Section 7301 of the American Rescue Plan Act of 2021 (ARP) directs the Department of the Treasury (Treasury) to provide Payroll Support (as defined herein) to passenger air carriers and certain contractors that must be exclusively used for the continuation of payment of Employee Salaries, Wages, and Benefits (as defined herein). The ARP requires certain assurances from the Recipient (as defined herein).

This Payroll Support Program 3 Agreement, including all supporting documents submitted by the Recipient and the Payroll Support Program 3 Certification attached hereto (collectively, Agreement), memorializes the binding terms and conditions applicable to the Recipient.

DEFINITIONS

As used in this Agreement, the following terms shall have the following respective meanings, unless the context clearly requires otherwise. In addition, this Agreement shall be construed in a manner consistent with any public guidance Treasury may from time to time issue regarding the implementation of section 7301 of the ARP.

Additional Payroll Support Payment means any disbursement of Payroll Support occurring after the first disbursement of Payroll Support under this Agreement.

Affiliate means any Person that directly or indirectly controls, is controlled by, or is under common control with, the Recipient. For purposes of this definition, "control" of a Person shall mean having the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by ownership of voting equity, by contract, or otherwise.

ARP means the American Rescue Plan Act of 2021.

Benefits means, without duplication of any amounts counted as Salary or Wages, pension expenses in respect of Employees, all expenses for accident, sickness, hospital, and death benefits to Employees, and the cost of insurance to provide such benefits; any Severance Pay or Other Benefits payable to Employees pursuant to a bona fide voluntary early retirement program or voluntary furlough; and any other similar expenses paid by the Recipient for the benefit of Employees, including any other fringe benefit expense described in lines 10 and 11 of Financial Reporting Schedule P-6, Form 41, as published by the Department of Transportation, but excluding any Federal, state, or local payroll taxes paid by the Recipient.

Corporate Officer means, with respect to the Recipient, its president; any vice president in charge of a principal business unit, division, or function (such as sales, administration or finance); any other officer who performs a policy-making function; or any other person who performs similar policy making functions for the Recipient. Executive officers of subsidiaries or

parents of the Recipient may be deemed Corporate Officers of the Recipient if they perform such policy-making functions for the Recipient.

Employee means an individual who is employed by the Recipient and whose principal place of employment is in the United States (including its territories and possessions), including salaried, hourly, full-time, part-time, temporary, and leased employees, but excluding any individual who is a Corporate Officer or independent contractor.

Involuntary Termination or Furlough means the Recipient terminating the employment of one or more Employees or requiring one or more Employees to take a temporary suspension or unpaid leave for any reason, including a shut-down or slow-down of business; provided, however, that an Involuntary Termination or Furlough does not include a Permitted Termination or Furlough.

Maximum Awardable Amount means the amount determined by the Secretary with respect to the Recipient pursuant to section 7301(b)(2) of the ARP.

Payroll Support means funds disbursed by the Secretary to the Recipient under this Agreement, including the first disbursement of Payroll Support and any Additional Payroll Support Payment.

Permitted Termination or Furlough means, with respect to an Employee, (1) a voluntary furlough, voluntary leave of absence, voluntary resignation, or voluntary retirement, (2) termination of employment resulting from such Employee's death or disability, or (3) the Recipient terminating the employment of such Employee for cause or placing such Employee on a temporary suspension or unpaid leave of absence for disciplinary reasons, in either case, as reasonably determined by the Recipient acting in good faith.

Person means any natural person, corporation, limited liability company, partnership, joint venture, trust, business association, governmental entity, or other entity.

PSP1 means the Payroll Support Program established under Division A, Title IV, Subtitle B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136).

PSP2 means the Payroll Support Program Extension established under Subtitle A of Title IV of Division N of the Consolidated Appropriations Act, 2021.

Recipient means, collectively, the Signatory Entity; its Affiliates that are listed on the signature page hereto as Additional Recipients; and their respective heirs, executors, administrators, successors, and assigns.

Salary means, without duplication of any amounts counted as Benefits, a predetermined regular payment, typically paid on a weekly or less frequent basis but which may be expressed as an hourly, weekly, annual or other rate, as well as cost-of-living differentials, vacation time, paid time off, sick leave, and overtime pay, paid by the Recipient to its Employees, but excluding any Federal, state, or local payroll taxes paid by the Recipient.

Secretary means the Secretary of the Treasury.

Severance Pay or Other Benefits means any severance payment or other similar benefits, including cash payments, health care benefits, perquisites, the enhancement or acceleration of the payment or vesting of any payment or benefit or any other in-kind benefit payable (whether in lump sum or over time, including after October 1, 2022) by the Recipient to a Corporate Officer or Employee in connection with any termination of such Corporate Officer's or Employee's employment (including, without limitation, resignation, severance, retirement, or constructive termination), which shall be determined and calculated in respect of any Employee or Corporate Officer of the Recipient in the manner prescribed in 17 CFR 229.402(j) (without regard to its limitation to the five most highly compensated executives and using the actual date of termination of employment rather than the last business day of the Recipient's last completed fiscal year as the trigger event).

Signatory Entity means the passenger air carrier or contractor that has entered into this Agreement.

Taxpayer Protection Instruments means warrants, options, preferred stock, debt securities, notes, or other financial instruments issued by the Recipient or an Affiliate to Treasury as compensation for the Payroll Support under this Agreement, if applicable.

Total Compensation means compensation including salary, wages, bonuses, awards of stock, and any other financial benefits provided by the Recipient or an Affiliate, as applicable, which shall be determined and calculated for the 2019 calendar year or any applicable 12-month period in respect of any Employee or Corporate Officer of the Recipient in the manner prescribed under paragraph e.6 of the award term in 2 CFR part 170, App. A, but excluding any Severance Pay or Other Benefits in connection with a termination of employment.

Wage means, without duplication of any amounts counted as Benefits, a payment, typically paid on an hourly, daily, or piecework basis, including cost-of-living differentials, vacation, paid time off, sick leave, and overtime pay, paid by the Recipient to its Employees, but excluding any Federal, state, or local payroll taxes paid by the Recipient.

PAYROLL SUPPORT PAYMENTS

1. Upon the execution of this Agreement by Treasury and the Recipient, the Secretary shall approve the Recipient to receive Payroll Support.

2. The Recipient may receive Payroll Support in multiple payments up to the Maximum Awardable Amount, and the amounts (individually and in the aggregate) and timing of such payments will be determined by the Secretary in her sole discretion. The Secretary may, in her sole discretion, increase or reduce the Maximum Awardable Amount consistent with section 7301 of the ARP.

3. The Secretary may determine in her sole discretion that any Payroll Support shall be conditioned on, and subject to, compliance by the Recipient with all applicable requirements under (a) PSP2 and (b) PSP1 if the Recipient received financial assistance in PSP1, and such additional terms and conditions (including the receipt of, and any terms regarding, Taxpayer Protection Instruments) to which the parties may agree in writing.

TERMS AND CONDITIONS

Retaining and Paying Employees

4. The Recipient shall use the Payroll Support exclusively for the continuation of payment of Wages, Salaries, and Benefits to the Employees of the Recipient.

    a. *Furloughs and Layoffs*. The Recipient shall not conduct an Involuntary Termination or Furlough of any Employee between the date of this Agreement and September 30, 2021 or the date on which the Recipient has expended all of the Payroll Support, whichever is later.

    b. *Employee Salary, Wages, and Benefits*

        i. *Salary and Wages*. Except in the case of a Permitted Termination or Furlough, the Recipient shall not, between the date of this Agreement and September 30, 2021 or the date on which the Recipient has expended all of the Payroll Support, whichever is later, reduce, without the Employee's consent, (A) the pay rate of any Employee earning a Salary, or (B) the pay rate of any Employee earning Wages.

        ii. *Benefits*. Except in the case of a Permitted Termination or Furlough, the Recipient shall not, between the date of this Agreement and September 30, 2021 or the date on which the Recipient has expended all of the Payroll Support, whichever is later, reduce, without the Employee's consent, the Benefits of any Employee; provided, however, that for purposes of this paragraph, personnel expenses associated with the performance of work duties, including those described in line 10 of Financial Reporting Schedule P-6, Form 41, as published by the Department of Transportation, may be reduced to the extent the associated work duties are not performed.

Dividends and Buybacks

5. Through September 30, 2022, neither the Recipient nor any Affiliate shall, in any transaction, purchase an equity security of the Recipient or of any direct or indirect parent company of the Recipient that, in either case, is listed on a national securities exchange.

6. Through September 30, 2022, the Recipient shall not pay dividends, or make any other capital distributions, with respect to the common stock (or equivalent equity interest) of the Recipient.

Limitations on Certain Compensation

7. Beginning April 1, 2021, and ending April 1, 2023, the Recipient and its Affiliates shall not pay any of the Recipient's Corporate Officers or Employees whose Total Compensation exceeded $425,000 in calendar year 2019 (other than an Employee whose compensation is determined through an existing collective bargaining agreement entered into before March 11, 2021):

a. Total Compensation which exceeds, during any 12 consecutive months of such two-year period, the Total Compensation the Corporate Officer or Employee received in calendar year 2019; or

b. Severance Pay or Other Benefits in connection with a termination of employment with the Recipient which exceed twice the maximum Total Compensation received by such Corporate Officer or Employee in calendar year 2019.

8. Beginning April 1, 2021, and ending April 1, 2023, the Recipient and its Affiliates shall not pay, during any 12 consecutive months of such two-year period, any of the Recipient's Corporate Officers or Employees whose Total Compensation exceeded $3,000,000 in calendar year 2019 Total Compensation in excess of the sum of:

a. $3,000,000; and

b. 50 percent of the excess over $3,000,000 of the Total Compensation received by such Corporate Officer or Employee in calendar year 2019.

9. For purposes of determining applicable amounts under paragraphs 7 and 8 with respect to any Corporate Officer or Employee who was employed by the Recipient or an Affiliate for less than all of calendar year 2019, the amount of Total Compensation in calendar year 2019 shall mean such Corporate Officer's or Employee's Total Compensation on an annualized basis.

Service and Eligibility

10.1. If the Recipient is an air carrier, until March 1, 2022, the Recipient shall comply with any applicable requirement issued by the Secretary of Transportation under section 407 of the PSP Extension Law to maintain scheduled air transportation service to any point served by the Recipient before March 1, 2020.

10.2. The Recipient represents, warrants, and certifies that as of March 31, 2021, the Recipient:

a. provided air transportation as an air carrier, as defined under 49 U.S.C. § 40102; or

b. (i) performed, under contract with a passenger air carrier conducting operations under 14 CFR part 121, (A) catering functions; or (B) functions on the property of an airport that were directly related to the air transportation of persons, property, or mail, including the loading and unloading of property on aircraft, assistance to passengers under 14 CFR part 382, security, airport ticketing and check-in functions, groundhandling of aircraft, or aircraft cleaning and sanitization functions and waste removal; or (ii) was a subcontractor that performed such functions.

10.3. The Recipient represents, warrants, and certifies that between March 31, 2021, and the effective date of this Agreement, it has not:

a. conducted an Involuntary Termination or Furlough;

b. reduced, without the Employee's consent, (i) the pay rate of any Employee earning a Salary, or (ii) the pay rate of any Employee earning Wages; or

c. except in the case of a Permitted Termination or Furlough, reduced, without the Employee's consent, the Benefits of any Employee (provided, however, that for purposes of this subparagraph, personnel expenses associated with the performance of work duties, including those described in line 10 of Financial Reporting Schedule P-6, Form 41, as published by the Department of Transportation, may be reduced to the extent the associated work duties are not performed).

Effective Date

11. This Agreement shall be effective as of the date of its execution by both parties.

Reporting and Auditing

12. Until the calendar quarter that begins after the later of January 1, 2023, and the date on which no Taxpayer Protection Instrument is outstanding, not later than 45 days after the end of each of the first three calendar quarters of each calendar year and 90 days after the end of each calendar year, the Signatory Entity, on behalf of itself and each other Recipient, shall certify to Treasury that it is in compliance with the terms and conditions of this Agreement and provide a report containing the following:

    a. the amount of Payroll Support funds expended during such quarter;

    b. the Recipient's financial statements (audited by an independent certified public accountant, in the case of annual financial statements);

    c. a copy of the Recipient's IRS Form 941 filed with respect to such quarter; and

    d. a detailed summary describing, with respect to the Recipient, (a) any changes in Employee headcount during such quarter and the reasons therefor, including any Involuntary Termination or Furlough, (b) any changes in the amounts spent by the Recipient on Employee Wages, Salary, and Benefits during such quarter, and (c) any changes in Total Compensation for, and any Severance Pay or Other Benefits in connection with the termination of, Corporate Officers and Employees subject to limitation under this Agreement during such quarter; and the reasons for any such changes.

13. If the Recipient or any Affiliate, or any Corporate Officer of the Recipient or any Affiliate, becomes aware of facts, events, or circumstances that may materially affect the Recipient's compliance with the terms and conditions of this Agreement, the Recipient or Affiliate shall promptly provide Treasury with a written description of the events or circumstances and any action taken, or contemplated, to address the issue.

14. In the event the Recipient contemplates any action to commence a bankruptcy or insolvency proceeding in any jurisdiction, the Recipient shall promptly notify Treasury.

15. The Recipient shall:

    a. Promptly provide to Treasury and the Treasury Inspector General a copy of any Department of Transportation Inspector General report, audit report, or report of any other oversight body, that is received by the Recipient relating to this Agreement.

    b. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to the Payroll Support.

    c. Promptly provide Treasury with any information Treasury may request relating to compliance by the Recipient and its Affiliates with this Agreement.

16. The Recipient and Affiliates will provide Treasury, the Treasury Inspector General, and such other entities as authorized by Treasury timely and unrestricted access to all documents, papers, or other records, including electronic records, of the Recipient related to the Payroll Support, to enable Treasury and the Treasury Inspector General to make audits, examinations, and otherwise evaluate the Recipient's compliance with the terms of this Agreement. This right also includes timely and reasonable access to the Recipient's and its Affiliates' personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained. In addition, the Recipient will provide timely reports as reasonably required by Treasury, the Treasury Inspector General, and such other entities as authorized by Treasury to comply with applicable law and to assess program effectiveness.

Recordkeeping and Internal Controls

17. If the Recipient is a debtor as defined under 11 U.S.C. § 101(13), the Payroll Support funds, any claim or account receivable arising under this Agreement, and any segregated account holding funds received under this Agreement shall not constitute or become property of the estate under 11 U.S.C. § 541.

18. The Recipient shall expend and account for Payroll Support funds in a manner sufficient to:

    a. Permit the preparation of accurate, current, and complete quarterly reports as required under this Agreement.

    b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used as required under this Agreement.

19. The Recipient shall establish and maintain effective internal controls over the Payroll Support; comply with all requirements related to the Payroll Support established under applicable Federal statutes and regulations; monitor compliance with Federal statutes, regulations, and the terms and conditions of this Agreement; and take prompt corrective

actions in accordance with audit recommendations. The Recipient shall promptly remedy any identified instances of noncompliance with this Agreement.

20. The Recipient and Affiliates shall retain all records pertinent to the receipt of Payroll Support and compliance with the terms and conditions of this Agreement (including by suspending any automatic deletion functions for electronic records, including e-mails) for a period of three years following the period of performance. Such records shall include all information necessary to substantiate factual representations made in the supporting documents submitted by the Recipient related to the Payroll Support, including ledgers and sub-ledgers, and the Recipient's and Affiliates' compliance with this Agreement. While electronic storage of records (backed up as appropriate) is preferable, the Recipient and Affiliates may store records in hardcopy (paper) format. The term "records" includes all relevant financial and accounting records and all supporting documentation for the information reported on the Recipient's quarterly reports.

21. If any litigation, claim, investigation, or audit relating to the Payroll Support is started before the expiration of the three-year period, the Recipient and Affiliates shall retain all records described in paragraph 20 until all such litigation, claims, investigations, or audit findings have been completely resolved and final judgment entered or final action taken.

Remedies

22. If Treasury believes that an instance of noncompliance by the Recipient or an Affiliate with (a) this Agreement, (b) section 7301 of the ARP, or (c) the Internal Revenue Code of 1986 as it applies to the receipt of Payroll Support has occurred, Treasury may notify the Recipient in writing of its proposed determination of noncompliance, provide an explanation of the nature of the noncompliance, and specify a proposed remedy. Upon receipt of such notice, the Recipient shall, within seven days, accept Treasury's proposed remedy, propose an alternative remedy, or provide information and documentation contesting Treasury's proposed determination. Treasury shall consider any such submission by the Recipient and make a final written determination, which will state Treasury's findings regarding noncompliance and the remedy to be imposed.

23. If Treasury makes a final determination under paragraph 22 that an instance of noncompliance has occurred, Treasury may, in its sole discretion, withhold any Additional Payroll Support Payments; require the repayment of the amount of any previously disbursed Payroll Support, with appropriate interest; require additional reporting or monitoring; initiate suspension or debarment proceedings as authorized under 2 CFR Part 180; terminate this Agreement; or take any such other action as Treasury, in its sole discretion, deems appropriate.

24. Treasury may make a final determination regarding noncompliance without regard to paragraph 22 if Treasury determines, in its sole discretion, that such determination is necessary to protect a material interest of the Federal Government. In such event, Treasury shall notify the Recipient of the remedy that Treasury, in its sole discretion, shall impose, after which the Recipient may contest Treasury's final determination or propose an

alternative remedy in writing to Treasury. Following the receipt of such a submission by the Recipient, Treasury may, in its sole discretion, maintain or alter its final determination.

25. Any final determination of noncompliance and any final determination to take any remedial action described herein shall not be subject to further review. To the extent permitted by law, the Recipient waives any right to judicial review of any such determinations and further agrees not to assert in any court any claim arising from or relating to any such determination or remedial action.

26. Instead of, or in addition to, the remedies listed above, Treasury may refer any noncompliance or any allegations of fraud, waste, or abuse to the Treasury Inspector General.

27. Treasury, in its sole discretion, may grant any request by the Recipient for termination of this Agreement, which such request shall be in writing and shall include the reasons for such termination, the proposed effective date of the termination, and the amount of any unused Payroll Support funds the Recipient requests to return to Treasury. Treasury may, in its sole discretion, determine the extent to which the requirements under this Agreement may cease to apply following any such termination.

28. If Treasury determines that any remaining portion of the Payroll Support will not accomplish the purpose of this Agreement, Treasury may terminate this Agreement in its entirety to the extent permitted by law.

Debts

29. Any Payroll Support in excess of the amount which Treasury determines, at any time, the Recipient is authorized to receive or retain under the terms of this Agreement constitutes a debt to the Federal Government.

30. Any debts determined to be owed by the Recipient to the Federal Government shall be paid promptly by the Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717, 31 CFR 901.9, and paragraphs 31 and 32. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

31. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.

32. Administrative charges relating to the costs of processing and handling a delinquent debt shall be determined by Treasury.

33. The Recipient shall not use funds from other federally sponsored programs to pay a debt to the government arising under this Agreement.

Protections for Whistleblowers

34. In addition to other applicable whistleblower protections, in accordance with 41 U.S.C. § 4712, the Recipient shall not discharge, demote, or otherwise discriminate against an Employee as a reprisal for disclosing information to a Person listed below that the Employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant:

    a. A Member of Congress or a representative of a committee of Congress;

    b. An Inspector General;

    c. The Government Accountability Office;

    d. A Treasury employee responsible for contract or grant oversight or management;

    e. An authorized official of the Department of Justice or other law enforcement agency;

    f. A court or grand jury; or

    g. A management official or other Employee of the Recipient who has the responsibility to investigate, discover, or address misconduct.

Lobbying

35. The Recipient shall comply with the provisions of 31 U.S.C. § 1352, as amended, and with the regulations at 31 CFR Part 21.

Non-Discrimination

36. The Recipient shall comply with, and hereby assures that it will comply with, all applicable Federal statutes and regulations relating to nondiscrimination including:

    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), including Treasury's implementing regulations at 31 CFR Part 22;

    b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);

    c. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), including Treasury's implementing regulations at 31 CFR Part 23 and the general age discrimination regulations at 45 CFR Part 90; and

    d. The Air Carrier Access Act of 1986 (49 U.S.C. § 41705).

Additional Reporting

37. Within seven days after the date of this Agreement, the Recipient shall register in SAM.gov, and thereafter maintain the currency of the information in SAM.gov until at least January 1, 2023. The Recipient shall review and update such information at least annually after the initial registration, and more frequently if required by changes in the Recipient's information. The Recipient agrees that this Agreement and information related thereto, including the Maximum Awardable Amount and any executive total compensation reported pursuant to paragraph 38, may be made available to the public through a U.S. Government website, including SAM.gov.

38. For purposes of paragraph 37, the Recipient shall report total compensation as defined in paragraph e.6 of the award term in 2 CFR part 170, App. A for each of the Recipient's five most highly compensated executives for the preceding completed fiscal year, if:

    a. the total Payroll Support is $25,000 or more;

    b. in the preceding fiscal year, the Recipient received:

        i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance, as defined at 2 CFR 170.320 (and subawards); and

        ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance, as defined at 2 CFR 170.320 (and subawards); and

    c. the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, the Recipient shall refer to U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.

39. The Recipient shall report executive total compensation described in paragraph 38:

    a. as part of its registration profile at https://www.sam.gov; and

    b. within five business days after the end of each month following the month in which this Agreement becomes effective, and annually thereafter.

40. The Recipient agrees that, from time to time, it will, at its own expense, promptly upon reasonable request by Treasury, execute and deliver, or cause to be executed and delivered, or use its commercially reasonable efforts to procure, all instruments, documents and information, all in form and substance reasonably satisfactory to Treasury, to enable Treasury to ensure compliance with, or effect the purposes of, this Agreement, which may include,

among other documents or information, (a) certain audited financial statements of the Recipient, (b) documentation regarding the Recipient's revenues derived from its business as a passenger air carrier or regarding the passenger air carriers for which the Recipient provides services as a contractor (as the case may be), and (c) the Recipient's most recent quarterly Federal tax returns. The Recipient agrees to provide Treasury with such documents or information promptly.

41. If the total value of the Recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period before termination of this Agreement, then the Recipient shall make such reports as required by 2 CFR part 200, Appendix XII.

Other

42. [Reserved]

43. Notwithstanding any other provision of this Agreement, the Recipient has no right to, and shall not, transfer, pledge, mortgage, encumber, or otherwise assign this Agreement or any Payroll Support provided under this Agreement, or any interest therein, or any claim, account receivable, or funds arising thereunder or accounts holding Payroll Support, to any party, bank, trust company, or other Person without the express written approval of Treasury.

44. The Signatory Entity will cause its Affiliates to comply with all of their obligations under or relating to this Agreement.

45. Unless otherwise provided in guidance issued by Treasury or the Internal Revenue Service, the form of any Taxpayer Protection Instrument held by Treasury and any subsequent holder will be treated as such form for purposes of the Internal Revenue Code of 1986 (for example, a Taxpayer Protection Instrument in the form of a note will be treated as indebtedness for purposes of the Internal Revenue Code of 1986).

46. This Agreement may not be amended or modified except pursuant to an agreement in writing entered into by the Recipient and Treasury, except that Treasury may unilaterally amend this Agreement if required in order to comply with applicable Federal law or regulation.

47. Subject to applicable law, Treasury may, in its sole discretion, waive any term or condition under this Agreement imposing a requirement on the Recipient or any Affiliate.

48. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

49. The Recipient represents and warrants to Treasury that this Agreement, and the issuance and delivery to Treasury of the Taxpayer Protection Instruments, if applicable, have been duly authorized by all requisite corporate and, if required, stockholder action, and will not result in the violation by the Recipient of any provision of law, statute, or regulation, or of the articles of incorporation or other constitutive documents or bylaws of the Recipient, or breach or constitute an event of default under any material contract to which the Recipient is a party.

50. The Recipient represents and warrants to Treasury that this Agreement has been duly executed and delivered by the Recipient and constitutes a legal, valid, and binding obligation of the Recipient enforceable against the Recipient in accordance with its terms.

51. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute a single contract.

52. The words "execution," "signed," "signature," and words of like import in any assignment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Notwithstanding anything herein to the contrary, delivery of an executed counterpart of a signature page of this Agreement by electronic means, or confirmation of the execution of this Agreement on behalf of a party by an email from an authorized signatory of such party, shall be effective as delivery of a manually executed counterpart of this Agreement.

53. The captions and paragraph headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

54. This Agreement is governed by and shall be construed in accordance with Federal law. Insofar as there may be no applicable Federal law, this Agreement shall be construed in accordance with the laws of the State of New York, without regard to any rule of conflicts of law (other than section 5-1401 of the New York General Obligations Law) that would result in the application of the substantive law of any jurisdiction other than the State of New York.

55. Nothing in this Agreement shall require any unlawful action or inaction by either party.

56. The requirement pertaining to trafficking in persons at 2 CFR 175.15(b) is incorporated herein and made applicable to the Recipient.

57. This Agreement, together with the attachments hereto, including the Payroll Support Program 3 Certification and any attached terms regarding Taxpayer Protection Instruments, constitute the entire agreement of the parties relating to the subject matter hereof and supersede any previous agreements and understandings, oral or written, relating to the subject matter hereof. There may exist other agreements between the parties as to other matters, which are not affected by this Agreement and are not included within this integration clause.

58. No failure by either party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy hereunder, and no acceptance of full or partial Payroll Support (if applicable) or other performance by either party during the continuance of any such breach, shall constitute a waiver of any such breach of such provision.

ATTACHMENT

Payroll Support Program 3 Certification of Corporate Officer of Recipient

PAYROLL SUPPORT PROGRAM 3

CERTIFICATION OF CORPORATE OFFICER OF RECIPIENT

In connection with the Payroll Support Program 3 Agreement (Agreement) between Allegiant Air, LLC and the Department of the Treasury (Treasury) relating to Payroll Support being provided by Treasury to the Recipient under section 7301 of the American Rescue Plan Act of 2021, I hereby certify under penalty of perjury to the Treasury that all of the following are true and correct. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

(1) I have the authority to make the following representations on behalf of myself and the Recipient. I understand that these representations will be relied upon as material in the decision by Treasury to provide Payroll Support to the Recipient.

(2) The information, certifications, attachments, and other information provided by the Recipient to Treasury related to the Payroll Support are true and correct and do not contain any materially false, fictitious, or fraudulent statement, nor any concealment or omission of any material fact.

(3) The Recipient has the legal authority to apply for the Payroll Support, and it has the institutional, managerial, and financial capability to comply with all obligations, terms, and conditions set forth in the Agreement and any attachment thereto.

(4) The Recipient and any Affiliate will give Treasury, Treasury's designee or the Treasury Office of Inspector General (as applicable) access to, and opportunity to examine, all documents, papers, or other records of the Recipient or Affiliate pertinent to the provision of Payroll Support made by Treasury to the Recipient, in order to make audits, examinations, excerpts, and transcripts.

(5) No Federal appropriated funds, including Payroll Support, have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(6) If the Payroll Support exceeds $100,000, the Recipient shall comply with the disclosure requirements in 31 CFR Part 21 regarding any amounts paid for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Payroll Support.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification may be the subject of criminal prosecution

and also may subject me and the Recipient to civil penalties and/or administrative remedies for false claims or otherwise.

Corporate Officer of Signatory Entity

Name: Gregory Anderson

Title: EVP and CFO

Date: April 23, 2021

Second Authorized Representative

Name: Scott Sheldon

Title: EVP and COO

Date: April 23, 2021

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol [...***...].*

Execution Version

CREDIT AGREEMENT

dated as of October 13, 2021

among

SUNSEEKER FLORIDA, INC.,
as Borrower,

ALLEGIANT TRAVEL COMPANY,
as Guarantor,

THE LENDERS PARTY HERETO,

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

and

CASTLELAKE LENDING OPPORTUNITIES, L.L.C.,
as Facility Manager

Table of Contents

Page

SECTION 1. DEFINITIONS....1
Section 1.01. Defined Terms....1
Section 1.02. Terms Generally....42
Section 1.03. Accounting Terms; GAAP....43
Section 1.04. Divisions....43

SECTION 2. AMOUNT AND TERMS OF CREDIT....43
Section 2.01. Commitments of the Lenders; Loans....43
Section 2.02. Requests for Loans....44

Section 2.03. Funding of Loans 44
Section 2.04. [Reserved] 45
Section 2.05. [Reserved] 45
Section 2.06. Interest on Loans 45
Section 2.07. Default Interest 45
Section 2.08. [Reserved] 45
Section 2.09. Amortization of Loans; Repayment of Loans; Evidence of Debt 45
Section 2.10. Mandatory Prepayment of Loans; Commitment Termination 46
Section 2.11. Optional Prepayment of Loans 47
Section 2.12. [Reserved] 48
Section 2.13. [Reserved] 48
Section 2.14. Taxes 49
Section 2.15. Payments Generally; Pro Rata Treatment 51
Section 2.16. Mitigation Obligations; Replacement of Lenders 53
Section 2.17. The Fee 53
Section 2.18. [Intentionally Omitted] 53
Section 2.19. Nature of The Fee 54
Section 2.20. Right of Set-Off 54
Section 2.21. Payment of Obligations 54

SECTION 3. REPRESENTATIONS AND WARRANTIES 54
Section 3.01. Organization and Authority 54
Section 3.02. [Reserved] 54
Section 3.03. Due Execution 55
Section 3.04. Statements Made 55
Section 3.05. Financial Statements; Material Adverse Change 56
Section 3.06. Ownership of Subsidiaries 56
Section 3.07. Title to Properties 56
Section 3.08. Use of Proceeds 57
Section 3.09. Litigation and Compliance with Laws 57
Section 3.10. Margin Regulations; Investment Company Act 57
Section 3.11. Perfected Security Interests 58
Section 3.12. Payment of Taxes 58
Section 3.13. Anti-Corruption Laws and Sanctions 58

Section 3.14. Beneficial Ownership Certifications 58
Section 3.15. Solvency 58
Section 3.16. Mortgaged Property 59
Section 3.17. Hotel 60

SECTION 4. CONDITIONS OF LENDING 61
Section 4.01. Conditions Precedent to Closing 61
Section 4.02. Conditions Precedent to Initial Funding 64
Section 4.03. Conditions Precedent to Disbursements 66

SECTION 5. AFFIRMATIVE COVENANTS 66
Section 5.01. Financial Statements, Reports, etc. 66
Section 5.02. Taxes 68
Section 5.03. Stay, Extension and Usury Laws 68
Section 5.04. Corporate Existence 69
Section 5.05. Compliance with Laws, Material Contracts and Permits 69
Section 5.06. Designation of Restricted and Unrestricted Subsidiaries 69
Section 5.07. [Reserved] 70
Section 5.08. Development Agreement 70
Section 5.09. Insurance 70
Section 5.10. Mortgaged Property 71
Section 5.11. Additional Grantors; Collateral 73
Section 5.12. Access to Books and Records 74
Section 5.13. Further Assurances 75
Section 5.14. Ownership of Property 75
Section 5.15. Maintenance of Corporate Separateness 75
Section 5.16. Management of Mortgaged Property and Hotel. 75
Section 5.17. Cleansing 77

SECTION 6. NEGATIVE COVENANTS 77
Section 6.01. Restricted Payments 77

Section 6.02. Incurrence of Indebtedness and Issuance of Preferred Stock 82
Section 6.03. Fundamental Changes 86
Section 6.04. Dispositions 87
Section 6.05. Transactions with Affiliates 88
Section 6.06. Liens 90
Section 6.07. Business Activities 90
Section 6.08. Consolidated Total Leverage Ratio; Liquidity 90
Section 6.09. Use of Proceeds 90
Section 6.10. Franchise Agreement 90
Section 6.11. Development Agreement 91
Section 6.12. Employment Matters 91

SECTION 7. EVENTS OF DEFAULT 91
Section 7.01. Events of Default 91

SECTION 8. THE ADMINISTRATIVE AGENT AND THE FACILITY MANAGER 94

Section 8.01. Administration by Administrative Agent 94
. 94
Section 8.02. Rights of Administrative Agent 95
Section 8.03. Liability of Agents 95
Section 8.04. Reimbursement and Indemnification 97
Section 8.05. Successor Agents 98
Section 8.06. Independent Lenders 98
Section 8.07. Advances and Payments 98
Section 8.08. Sharing of Setoffs 99
Section 8.09. Withholding Taxes 99
Section 8.10. Appointment by Secured Parties 100
Section 8.11. Facility Manager 100
Section 8.12. Enforcement by Administrative Agent 100

SECTION 9. RESERVED 100

SECTION 10. MISCELLANEOUS 100
Section 10.01. Notices 101
Section 10.02. Successors and Assigns 102
Section 10.03. Confidentiality 106
Section 10.04. Expenses; Indemnity; Damage Waiver 106
Section 10.05. Governing Law; Jurisdiction; Consent to Service of Process 108
Section 10.06. No Waiver 109
Section 10.07. Extension of Maturity 109
Section 10.08. Amendments, etc. 109
Section 10.09. Severability 110
Section 10.10. Headings 111
Section 10.11. Survival 111
Section 10.12. Execution in Counterparts; Integration; Effectiveness 111
Section 10.13. USA Patriot Act 111
Section 10.14. New Value 111
Section 10.15. WAIVER OF JURY TRIAL 111
Section 10.16. No Fiduciary Duty 112
Section 10.17. Acknowledgement and Consent to Bail-In of EEA Financial Institutions 112
Section 10.18. Certain ERISA Matters 113
Section 10.19. Force Majeure 114

INDEX OF APPENDICES

ANNEX A	–	Lenders and Commitments
EXHIBIT A	–	Amortization Schedule
EXHIBIT B	–	Form of Instrument of Assumption and Joinder
EXHIBIT C	–	Form of Assignment and Acceptance
EXHIBIT D	–	Form of Loan Request
EXHIBIT E		Form of Disbursement Agreement
SCHEDULE 1	–	Mortgaged Property
SCHEDULE 2	-	Pre-Approved Qualified Hotel Managers
SCHEDULE 5.09	-	Required Insurance
SCHEDULE 6.02	-	Existing Indebtedness

CREDIT AGREEMENT, dated as of October 13, 2021, among SUNSEEKER FLORIDA, INC., a Florida corporation (the "Borrower"), ALLEGIANT TRAVEL COMPANY, a Nevada corporation (the "Guarantor"), each of the several banks and other financial institutions or entities from time to time party hereto as a lender (the "Lenders"), WILMINGTON TRUST, NATIONAL ASSOCIATION ("WT"), as administrative agent for the Lenders (together with its permitted successors in such capacity, the "Administrative Agent"), and CASTLELAKE LENDING OPPORTUNITIES, L.L.C., as facility manager (in such capacity, the "Facility Manager").

INTRODUCTORY STATEMENT

The Borrower has applied to the Lenders for a loan facility of $350,000,000 as set forth herein and the Lenders have agreed to provide such facility on the terms and conditions of this Agreement.

The proceeds of the Loans will be used to (a) pay costs and expenses incurred in connection with the execution of, and satisfaction of conditions precedent under, this Agreement and (b) to fund the Disbursement Account and otherwise to pay the Project Costs incurred in connection with the construction and Completion of the Project.

To provide security for the repayment of the Loans and the payment of the other obligations of the Borrower hereunder and under the other Loan Documents, the Borrower will, among other things, provide to the Administrative Agent and the Lenders a security interest in or mortgages (or comparable Liens) with respect to the Collateral from the Borrower and each other Grantor (if any) pursuant to the Collateral Documents.

Accordingly, the parties hereto hereby agree as follows:

SECTION 1.

DEFINITIONS

Section 1.01. Defined Terms.

"Account" shall mean all "accounts" as defined in the UCC.

"Account Control Agreement" shall mean each three-party security and control agreement entered into by any Grantor, the Administrative Agent and a financial institution which maintains one or more deposit accounts or securities accounts that have been pledged to the Administrative Agent as Collateral hereunder or under any other Loan Document, in each case giving the Administrative Agent control over the applicable account in a manner consistent with the terms of Section 2 of the Disbursement Agreement and in form and substance reasonably satisfactory to the Administrative Agent and as the same may be amended, restated, modified, supplemented, extended or amended and restated from time to time.

"Administrative Agent" shall have the meaning set forth in the first paragraph of this Agreement.

"Advance" or "Advances" shall mean any disbursement of the proceeds of the Loans by Lenders pursuant to the terms of this Agreement.

"Affected Financial Institution" shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" shall mean, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, a Person (a "Controlled Person") shall be deemed to be "controlled by" another Person (a "Controlling Person") if the Controlling Person possesses, directly or indirectly, power to direct or cause the direction of the management and policies of the Controlled Person whether by contract or otherwise.

"Affiliate Developer" shall mean Point Charlotte Development, LLC, a Florida limited liability company.

"Affiliate Transaction" shall have the meaning given such term in Section 6.05(a).

"Agreement" shall mean this Credit Agreement, as the same may be amended, restated, modified, supplemented, extended or amended and restated from time to time.

"Aggregate Exposure" shall mean, with respect to any Lender at any time, an amount equal to (a) until the Closing Date, the aggregate amount of such Lender's Commitments at such time and (b) thereafter, the aggregate then outstanding principal amount of such Lender's Loans.

"Aggregate Exposure Percentage" shall mean, with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender's Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

"Aircraft Assets" shall mean:

(i) all aircraft, airframes, engines (whether associated with an aircraft or airframe or being "spare") and ground support equipment, together with (a) all parts, instruments, appurtenances, accessories, furnishings or other equipment of whatever nature relating to or arising from, the use, operation, maintenance, repair, storage, or ground support (and all parts, instruments, appurtenances, accessories, furnishings thereof or thereto), whether now owned or hereafter acquired, and all substitutions, renewals and replacements of, and additions, improvements, accessions and accumulations thereto and (b) all documentation and records relating thereto, in each case, whether now owned, leased, or under contract, by the Guarantor or a Restricted Subsidiary, as applicable, including as legal and beneficial owner of, directly or indirectly, the relevant Aircraft Asset (as applicable, the "Mortgagor") or hereafter acquired (herein, the "Equipment");

(ii) any leasehold or conditional sale interest, or lease of (including, by such reference herein, lease by the relevant Mortgagor) Equipment including, (x) all rents or other amounts or payments of any kind paid or payable by the lessee

under such lease (including, but not limited to, all claims for damages or other sums arising upon loss of use of or requisition of title or use of, such Equipment at any time subject to such lease or upon any event of default specified therein) with respect to such lease, if any, whether cash, or in the nature of a guarantee, letter of credit, credit insurance, lien on or security interest in property or otherwise for the obligations of the lessee thereunder as well as all rights of such Mortgagor to enforce payment of any such rents, amounts or payments, (y) all rights to exercise any election or option to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of such lease, as well as the rights, powers and remedies for breach, whether acting under such lease or by statute or at law or in equity, or otherwise, including all rights under Section 1110 of the Bankruptcy Code, arising out of any default under such lease and (z) any right to restitution from the lessee under such lease in respect of any determination of invalidity of such lease;

(iii) any bills of sale and rights under any acquisition or disposition (sale) contracts, including conditional sale rights and interests, relating to the Equipment; together, in the case of this clause (iii) with all rights, powers, privileges, licenses, easements, options and other benefits of the relevant Mortgagor under each contract, agreement and instrument referred to in this clause (iii), including, without limitation, the right to receive and collect all payments to such Mortgagor thereunder now or hereafter payable to or receivable by such Mortgagor pursuant thereto and the right of such Mortgagor to execute any election or option or to give any notice, consent, waiver or approval, to receive notices and other instruments or communications, or to take any other action under or in respect of any thereof or to take such action upon the occurrence of a default thereunder, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted thereby or by law, and to do any and all other things which such Mortgagor is or may be entitled to do thereunder and any right to restitution from any lessee or any other Person in respect of any determination of invalidity of any thereof;

(iv) all rents, issues, profits, revenues and other income of the Equipment (including any revenue derived from the carriage of persons or property) including all payments or proceeds payable to or by the relevant Mortgagor after termination of any lease with respect to the Equipment including as the result of the sale, lease or other disposition thereof, and all estate, right, title and interest of every nature whatsoever of such Mortgagor in and to the same;

(v) without limiting the generality of the foregoing, all insurance and requisition proceeds with respect to the Equipment or any part thereof, including but not limited to, the required insurances under any lease, conditional sale or loan;

(vi) without limiting the generality of the foregoing, all warranties, service contracts, performance guarantees, and repair, maintenance or overhaul agency agreements and all agreements of any subcontractor, maintenance supplier, supplier or vendor, and any and all other warranties, service contracts, product

agreements in respect of the Equipment, whether now existing or hereafter acquired;

(vii) without limiting the generality of the foregoing, all monies and securities from time to time deposited or required to be deposited with or by the relevant Mortgagor under any loan, conditional sale or lease as security for the obligations of any lessee or the Mortgagor thereunder; and

(viii) all proceeds of the foregoing.

"Airport Authority" shall mean any city or any public or private board or other body or organization chartered or otherwise established for the purpose of administering, operating or managing airports or related facilities, which in each case is an owner, administrator, operator or manager of one or more airports or related facilities.

"Anti-Corruption Laws" shall mean all laws, rules and regulations of the United States applicable to the Guarantor or its Subsidiaries from time to time intended to prevent or restrict bribery or corruption.

"Anti-Money Laundering Laws" shall mean all applicable financial recordkeeping and reporting requirements pertaining to money laundering, including those of the Bank Secrecy Act (31 U.S.C. sections 5311 et seq.), as amended by the Patriot Act, and the applicable anti-money laundering statutes of jurisdictions where the Borrower, the Guarantor and the Guarantor's subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency.

"Applicable Premium" shall mean:

(i) with respect to a voluntary prepayment pursuant to Section 2.11 hereof at any time during the period beginning on the date falling thirty-six (36) months after the Closing Date and ending forty-eight months after the Closing Date, an amount equal to […***…] of the principal amount prepaid; and

(ii) upon an acceleration of the Loans following an Event of Default at any time from the Closing Date until the date falling thirty-six (36) months after the Closing Date, the Make-Whole Amount.

"Appraisal" means, as of any date, a then-current appraisal of the Property, that is prepared by a member of the Appraisal Institute selected by Administrative Agent, meets the minimum appraisal standards for national banks promulgated by the Comptroller of the Currency pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, as amended (FIRREA) and complies with the Uniform Standards of Professional Appraisal Practice (USPAP).

"Approved Fund" shall mean, with respect to any Lender, any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or

managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers or manages such Lender.

"Approved Hotel Management Agreement" shall mean a Hotel Management Agreement that may be entered into by and between Borrower and any Qualified Hotel Manager or Qualified F&B Manager, as applicable, that provides hotel management, food and beverage management and other services with respect to the Hotel for management and incentive fees not to exceed the Maximum Management Fee, as the same may be amended, restated, replaced, supplemented or otherwise modified in accordance herewith.

"Architectural Services Agreement" shall have the meaning given in the Disbursement Agreement.

"Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.02), and accepted by the Administrative Agent, substantially in the form of Exhibit C.

"Assignment and Subordination" shall mean each assignment and subordination agreement with respect to, *inter alia*, management of the Property, food and beverage management, development, architects, engineers, significant construction contracts and Key Construction and Design Contracts, and including any third-party consents required in respect thereof, in a form reasonably acceptable to the Administrative Agent.

"Bail-In Action" shall mean the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" shall mean (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bankruptcy Code" shall mean The Bankruptcy Reform Act of 1978, as heretofore and hereafter amended, and codified as 11 U.S.C. Section 101 et seq.

"Bankruptcy Event" shall mean, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or has taken any substantive action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership

interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Bankruptcy Law" shall mean the Bankruptcy Code or any similar federal or state law for the relief of debtors.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"Beneficial Ownership Certification" shall mean a certification regarding beneficial ownership of Borrower as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" shall mean 31 C.F.R. § 1010.230.

"Benefit Plan" shall mean any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

"Board" shall mean the Board of Governors of the Federal Reserve System of the United States.

"Board of Directors" shall mean:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership;

(3) with respect to a limited liability company, the managing member or members, manager or managers or any controlling committee of managing members or managers thereof; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"Borrower" shall have the meaning set forth in the first paragraph of this Agreement.

"Borrower Parent" shall mean SFI Equity Holdco, Inc.

"Borrower Parent Pledge" shall mean the Borrower Parent's guarantee of Borrower's obligations hereunder and pledge of its Equity Interests in the Borrower, in a form reasonably acceptable to the Administrative Agent.

"Borrowing" shall mean the incurrence of a Loan made from the Lenders on a single date.

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in New York City or Las Vegas are required or authorized to remain closed.

"Capital Lease Obligation" shall mean, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized and reflected as a liability on a balance sheet prepared in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty. For the avoidance of doubt, Capital Lease Obligations shall not include operating leases that, prior to January 1, 2019, would not be accounted for as a Capital Lease Obligation on the Guarantor's consolidated balance sheet.

"Capital Markets Offering" shall mean any offering of "securities" (as defined under the Securities Act) in (a) a public offering registered under the Securities Act, or (b) an offering not required to be registered under the Securities Act (including, without limitation, a private placement under Section 4(a)(2) of the Securities Act, an exempt offering pursuant to Rule 144A and/or Regulation S of the Securities Act and an offering of exempt securities).

"Capital Stock" shall mean:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person,

but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"Carry and Completion Guaranty" means that certain Carry and Completion Guaranty dated as of the Closing Date, made by Guarantor in favor of the Administrative Agent (for the benefit of the Secured Parties), as the same may be amended, replaced, supplemented or otherwise modified from time to time.

"Cash Equivalents" shall mean:

(1) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States), in each case maturing within one year from the date of acquisition thereof;

(2) direct obligations of state and local government entities, in each case maturing within one year from the date of acquisition thereof, which have a rating of at least A- (or the equivalent thereof) from S&P or A3 (or the equivalent thereof) from Moody's;

(3) obligations of domestic or foreign companies and their subsidiaries (including, without limitation, agencies, sponsored enterprises or instrumentalities chartered by an Act of Congress, which are not backed by the full faith and credit of the United States), including, without limitation, bills, notes, bonds, debentures, and mortgage-backed securities, in each case maturing within one year from the date of acquisition thereof;

(4) Investments in commercial paper maturing within 365 days from the date of acquisition thereof and having, at such date of acquisition, a rating of at least A-2 (or the equivalent thereof) from S&P or P-2 (or the equivalent thereof) from Moody's;

(5) Investments in certificates of deposit (including Investments made through an intermediary, such as the certificated deposit account registry service), banker's acceptances, time deposits, eurodollar time deposits and overnight bank deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any other commercial bank of recognized standing organized under the laws of the United States or any State thereof that has a combined capital and surplus and undivided profits of not less than […***…];

(6) fully collateralized repurchase agreements with a term of not more than six months for underlying securities that would otherwise be eligible for investment;

(7) Investments in an investment company registered under the Investment Company Act of 1940, as amended, or in pooled accounts or funds offered through mutual funds, investment advisors, banks and brokerage houses which invest its assets in obligations of the type described in clauses (1) through

(6) above. This could include, but not be limited to, money market funds or short-term and intermediate bonds funds;

(8) money market funds that (A) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (B) are rated AAA (or the equivalent thereof) by S&P and Aaa (or the equivalent thereof) by Moody's and (C) have portfolio assets of at least […***…];

(9) deposits available for withdrawal on demand with commercial banks organized in the United States, or any U.S. branch of a bank organized in an OECD country, having capital and surplus in excess of […***…];

(10) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A- by S&P or A3 by Moody's; and

(11) any other securities or pools of securities that are classified under GAAP as cash equivalents or short-term investments on a balance sheet.

"Change of Control" shall mean the occurrence of any of the following:

(1) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Guarantor and its Subsidiaries taken as a whole to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act));

(2) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any Person (including any "person" (as defined above)) becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of the Guarantor (measured by voting power rather than number of shares), other than (A) any such transaction where the Voting Stock of the Guarantor (measured by voting power rather than number of shares) outstanding immediately prior to such transaction constitutes or is converted into or exchanged for a majority of the outstanding shares of the Voting Stock of such Beneficial Owner (measured by voting power rather than number of shares), or (B) any sale, transfer, conveyance or other disposition to, or any merger or consolidation of the Guarantor with or into, any Person (including any "person" (as defined above)) which owns or operates (directly or indirectly through a contractual arrangement) a Permitted Business (a "Permitted Person") or a Subsidiary of a Permitted Person, in each case, if immediately after such transaction no Person (including any "person" (as defined above)) is the Beneficial Owner, directly or indirectly, of more than 50% of the

total Voting Stock of such Permitted Person (measured by voting power rather than number of shares);

(3) the Borrower shall at any time fail to directly own, beneficially and of record the Mortgaged Property; or

(4) the Borrower Parent shall at any time fail to directly own 100% of the Equity Interests in Borrower (subject to the Borrower Parent Pledge permitted hereunder).

"Closing Date" shall mean the date on which this Agreement has been executed and the conditions precedent set forth in Section 4.02 have been satisfied or waived.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" shall mean (a) all of the property and assets of the Borrower, now owned or hereafter acquired, upon or in respect of which a Lien is or is purported to be granted (or otherwise created) by any Collateral Document, including, without limitation, the Capital Stock in the Affiliate Developer owned by the Borrower, and (b) the Capital Stock in the Borrower owned by the Borrower Parent.

"Collateral Documents" shall mean, collectively, the Account Control Agreements, the Mortgage, the Borrower Parent Pledge, the Assignment and Subordination and other agreements, instruments or documents that create or purport to create a Lien in favor of the Administrative Agent for the benefit of the Secured Parties, in each case so long as such agreement, instrument or document shall not have been terminated in accordance with its terms.

"Commitment" shall mean the commitment of each Lender to make Loans hereunder in a maximum aggregate principal amount up to the amount set forth opposite its name in Annex A hereto or in the Assignment and Acceptance pursuant to which such Lender

became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The aggregate maximum amount of the Commitments as of the Closing Date is up to $350,000,000.

"Commodity Exchange Act" shall mean the Commodity Exchange Act (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"Consolidated EBITDA" shall mean, with respect to any specified Person for any period, Consolidated EBITDAR of such Person for such period, less the aggregate amount of aircraft rent expense described in clause (5) of the definition of "Fixed Charges" for such period.

"Consolidated EBITDAR" shall mean, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus, without duplication:

(1) an amount equal to any extraordinary loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with any Disposition of assets, to the extent such losses were deducted in computing such Consolidated Net Income; plus

(2) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; plus

(3) Fixed Charges, and expenses of subservice agreements contracted with third parties to service scheduled flights of such Person and its Restricted Subsidiaries, to the extent that such Fixed Charges and expenses were deducted in computing such Consolidated Net Income; plus

(4) any foreign currency translation losses (including losses related to currency remeasurements of Indebtedness) of such Person and its Restricted Subsidiaries for such period, to the extent that such losses were deducted in computing such Consolidated Net Income; plus

(5) depreciation, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash charges and expenses (excluding any such non-cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) of such Person and its Restricted Subsidiaries to the extent that such depreciation, amortization and other non-cash charges or expenses were deducted in computing such Consolidated Net Income; plus

(6) the amortization of debt discount to the extent that such amortization was deducted in computing such Consolidated Net Income; plus

(7) stock compensation expense for grants to any employee, director or contractor of the Guarantor or its Restricted Subsidiaries to the extent such expense was deducted in computing such Consolidated Net Income; plus

(8) any net loss arising from the sale, exchange or other disposition of capital assets by the Guarantor or its Restricted Subsidiaries (including any fixed assets, whether tangible or intangible, all inventory sold in conjunction with the disposition of fixed assets and all securities) to the extent such loss was deducted in computing such Consolidated Net Income; plus

(9) any losses arising under fuel hedging arrangements entered into prior to the Closing Date and any losses actually realized under fuel hedging arrangements entered into after the Closing Date, in each case to the extent deducted in computing such Consolidated Net Income; plus

(10) proceeds from business interruption insurance for such period, to the extent not already included in computing such Consolidated Net Income; plus

(11) any expenses and charges that are covered by indemnification or reimbursement provisions in connection with any permitted acquisition, merger, disposition, incurrence of Indebtedness, issuance of Equity Interests or any investment to the extent (a) actually indemnified or reimbursed and (b) deducted in computing such Consolidated Net Income; minus

(12) non-cash items, other than the accrual of revenue in the ordinary course of business, to the extent such amount increased such Consolidated Net Income; minus

(13) the sum of (i) income tax credits and (ii) Consolidated Interest Income included in computing such Consolidated Net Income,

in each case of clauses (1) through (13), determined on a consolidated basis in accordance with GAAP.

"Consolidated Interest Income" shall mean, as of any day of determination, the sum of the amounts that would appear on a consolidated income statement of the Guarantor and its consolidated Restricted Subsidiaries as the interest income of the Guarantor and its Restricted Subsidiaries, determined in accordance with GAAP.

"Consolidated Net Income" shall mean, with respect to any specified Person for any period, the aggregate of the net income (or loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis (excluding the net income (loss) of the Borrower and any Unrestricted Subsidiary of such Person), determined in accordance with GAAP and without any reduction in respect of preferred stock dividends; provided that:

(1) all (a) extraordinary, non-recurring, special or unusual gains or losses or income or expenses, including without limitation, any expenses related to a facilities closing and any reconstruction, recommissioning or reconfiguration of fixed assets for alternate uses; any severance or relocation expenses; executive recruiting costs; restructuring or reorganization costs; curtailments or modifications to pension and post-retirement employee benefit plans; (b) any expenses (including, without limitation, transaction costs, integration or transition costs, financial advisory fees, accounting fees, legal fees and other similar advisory and consulting fees and related out-of-pocket expenses), cost-savings, costs or charges incurred in connection with any issuance of securities, Permitted Investments, acquisitions, dispositions, recapitalizations or incurrences of repayments of Indebtedness permitted hereunder, including a refinancing thereof (in each case whether or not successful); and (c) gains or losses realized in connection with any Disposition of assets, the disposition of securities, or the early extinguishment of Indebtedness or associated Hedging Obligations, together with any related provision for taxes on any such gain, will be excluded;

(2) the net income (but not loss) of any Person that is not the specified Person or a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included for such period only to the extent of the amount of

dividends or similar distributions paid in cash to the specified Person or Restricted Subsidiary of the specified Person;

(3) the net income (but not loss) of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(4) the cumulative effect of a change in accounting principles on such

Person will be excluded;

(5) the effect of non-cash gains and losses of such Person resulting from Hedging Obligations, including attributable to movement in the mark-to-market valuation of Hedging Obligations pursuant to Financial Accounting Standards Board Accounting Standards Codification 815 – Derivatives and Hedging will be excluded;

(6) any non-cash compensation expense recorded from grants by such Person of restricted stock, stock appreciation or similar rights, stock options or other rights to officers, directors, employees or contractors, will be excluded;

(7) the effect on such Person of any non-cash items resulting from any amortization, write-up, write-down or write-off of assets (including intangible assets, goodwill and deferred financing costs) in connection with any acquisition, disposition, merger, consolidation or similar transaction or any other non-cash impairment charges incurred subsequent to the Closing Date resulting from the application of Financial Accounting Standards Board Accounting Standards Codifications 205 – Presentation of Financial Statements, 350 – Intangibles – Goodwill and Other, 360 – Property, Plant and Equipment and 805 – Business Combinations (excluding any such non-cash item to the extent that it represents an accrual of or reserve for cash expenditures in any future period except to the extent such item is subsequently reversed), will be excluded; and

(8) any provision for income tax reflected on such Person's financial statements for such period will be excluded to the extent such provision exceeds the actual amount of taxes paid in cash during such period by such Person and its consolidated Subsidiaries.

"Consolidated Total Assets" shall mean, as of any date of determination, the sum of the amounts that would appear on a consolidated balance sheet of the Guarantor and its consolidated Restricted Subsidiaries as the total assets of the Guarantor and its consolidated Restricted Subsidiaries in accordance with GAAP.

"Consolidated Total Leverage Ratio" shall mean the ratio of (x) the outstanding amount of the Loans together with any other Indebtedness of the Guarantor or any of its

Restricted Subsidiaries to (y) Consolidated EBITDA of the Guarantor and its Restricted Subsidiaries for the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Guarantor have been or are required to be delivered; provided that any arrangements which could have been accounted for by the Guarantor or any of its Restricted Subsidiaries as operating leases prior to the adoption by the Guarantor of the new lease accounting rules (FASB Accounting Standards Update No. 2016-02, Leases (Topic 842)) shall not be considered Indebtedness for purposes of calculating the Consolidated Total Leverage Ratio.

"Construction Consultant" shall mean any other person designated from time to time by the Administrative Agent that has experience acting as an independent consultant with respect to financings of the construction of hotel projects, to serve as the Administrative Agent's construction consultant hereunder and under the Disbursement Agreement.

"Default" shall mean any event that, unless cured or waived, is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"Defaulting Lender" shall mean, at any time, any Lender that has become, or has had its Parent Company become, the subject of a Bankruptcy Event or a Bail-In Action. If the Administrative Agent determines that a Lender is a Defaulting Lender, such Lender will be deemed to be a Defaulting Lender upon notification of such determination by the Administrative Agent to the Borrower and the Lenders.

"Developer" shall mean (i) Affiliate Developer or (ii) any other developer engaged by (or on behalf of) Borrower with respect to the construction and development of all or any portion of the Project and approved by Administrative Agent in accordance with the terms hereof.

"Developer Fee" shall mean the fees payable to the Developer in accordance with the Development Agreement.

"Development Agreement" shall mean (i) that certain Project Development Agreement, dated as of October 11, 2021, between Borrower and Developer and (ii) any other development or similar agreement which may be entered into by (or on behalf of) Borrower with any successor or additional or other Developer subject to the requirements of Section 5.08, as each of the foregoing in (i) and (ii) may be amended, replaced, supplemented or otherwise modified from time to time in accordance with the terms hereof.

"Development Fee Cap" shall mean an amount not to exceed […***…] of Project Costs set forth in the approved Project Budget.

"Disbursement" shall have the meaning given in the Disbursement Agreement.

"Disbursement Agent" shall mean the Administrative Agent, and its permitted successors and assigns in the capacity of disbursement agent under the Disbursement Agreement.

"Disbursement Agreement" shall mean the Disbursement Agreement substantially in the form of Exhibit E, dated as of the date hereof, among the Administrative Agent, the Borrower, and the Disbursement Agent.

"Disbursement Agreement Event of Default" shall mean an "Event of Default" under the Disbursement Agreement.

"Disbursement Request" shall have the meaning given in the Disbursement Agreement.

"Disposition" shall mean, with respect to any property, any sale, lease, sale and leaseback, conveyance, transfer or other disposition thereof. The terms "Dispose" and "Disposed of" shall have correlative meanings.

"Disqualified Stock" shall mean any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise (other than as a result of a change of control or asset sale), is convertible or exchangeable for Indebtedness or Disqualified Stock, or is redeemable at the option of the holder of the Capital Stock, in whole or in part (other than as a result of a change of control or asset sale), on or prior to the date that is 91 days after the latest Maturity Date then in effect. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the Guarantor to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Guarantor may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with Section 6.01 hereof. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Agreement will be the maximum amount that the Guarantor and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

"Dollars" and "$" shall mean lawful money of the United States of America.

"DOT" shall mean the United States Department of Transportation and any successor thereto.

"Dutch Auction" shall mean an auction of Loans to allow the Borrower to purchase Loans at a discount to par value and on a non-pro rata basis, in each case in accordance with the applicable Dutch Auction Procedures.

"Dutch Auction Procedures" shall mean, with respect to a purchase of Loans by the Borrower pursuant to Dutch auction procedures to be reasonably agreed upon by the Borrower and the Administrative Agent in connection with any such purchase.

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of

an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee" shall mean (a) any Lender or any Affiliate of any Lender, (b) an Approved Fund of any Lender and (c) any other Person (other than a Defaulting Lender or natural Person) reasonably satisfactory to the Administrative Agent and the Borrower (with failure by the Borrower to respond within five (5) Business Days to a written request from the transferor Lender for consent to any proposed assignment deemed to be a consent of the Borrower) pursuant to Section 10.02(b) hereof; provided that none of the Borrower, the Guarantor or any Affiliate thereof shall constitute an Eligible Assignee.

"Environmental Indemnity" shall mean that certain Environmental Indemnity Agreement dated as of the Closing Date made by Guarantor and Borrower in favor of Administrative Agent, Lenders and the Facility Manager.

"Environmental Laws" shall have the meaning given such term in the Environmental Indemnity.

"Equity Interests" shall mean Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated thereunder.

"EU Bail-In Legislation Schedule" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" shall have the meaning given such term in Section 7.01.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Excluded Contributions" shall mean net cash proceeds received by the Guarantor after the Closing Date from:

(1) contributions to its common equity capital (other than from any Subsidiary); or

(2) the sale (other than to a Subsidiary or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Guarantor or any Subsidiary) of Qualifying Equity Interests,

in each case designated as Excluded Contributions pursuant to an Officer's Certificate executed on or around the date such capital contributions are made or the date such Equity Interests are sold, as the case may be. Excluded Contributions will not be considered to be net proceeds of Qualifying Equity Interests for purposes of clause (a)(3)(B) of Section 6.01 hereof.

"Excluded Taxes" shall mean, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any Obligation of either the Borrower or the Guarantor hereunder or under any Loan Document, (a) any Taxes

based on (or measured by) its net income, profits or capital, or any franchise taxes, imposed (i) by the United States of America or any political subdivision thereof or by the jurisdiction under the laws of which such recipient is organized, in which it is a resident for tax purposes or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located or (ii) as a result of a present or former connection between such Person and the jurisdiction imposing such Taxes (other than a connection arising from such Person's having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to, or enforced, this Agreement or any Loan Document, or sold or assigned an interest in this Agreement or any Loan Document), (b) any branch profits Tax imposed by the United States of America or any similar Tax imposed by any other jurisdiction in which such Person is located, (c) in the case of a Lender, any withholding Tax or gross income Tax that is imposed on amounts payable to or on behalf of such Lender at the time such Lender becomes a party to this Agreement (other than pursuant to an assignment request by the Borrower under Section 2.16(b)) (or designates a new lending office), except, and then only to the extent that, such Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding Tax pursuant to Section 2.14(a), (d) in the case of a Lender, any withholding Tax that is attributable to such Lender's failure to deliver the documentation described in Section 2.14(f) or 2.14(g) and (e) any Tax that is imposed by reason of FATCA.

"Existing Indebtedness" shall mean any Indebtedness outstanding on the Closing Date that is listed on Schedule 6.02 hereof.

"Facility" shall mean the Commitments and the Loans made hereunder.

"Facility Manager" shall mean Castlelake Lending Opportunities, L.L.C. or an Affiliate thereof notified to the Borrower from time to time.

"Fair Market Value" shall mean the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by an officer of the Guarantor (unless otherwise provided in this Agreement); provided that any such officer of the Guarantor shall be permitted to consider the circumstances existing at such time (including, without limitation, economic or other conditions affecting the United States airline industry generally and any relevant legal compulsion, judicial

proceeding or administrative order or the possibility thereof) in determining such Fair Market Value in connection with such transaction.

"FATCA" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement, any amended or successor provisions that are similar thereto and not materially more onerous to comply with, any regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements entered into in connection with any of the foregoing and any law (including any fiscal or regulatory legislation) or official interpretations adopted pursuant to any such agreement.

"Federal Funds Effective Rate" shall mean, for any day, the rate calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate; provided, that, if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Fee" shall collectively mean the fees referred to in Section 2.17.

"Final Completion" shall have the meaning given such term in the Disbursement Agreement.

"Final Completion Date" shall have the meaning given such term in the Disbursement Agreement.

"Final Completion Deadline" shall have the meaning given such term in the Disbursement Agreement.

"First Lien Leverage Ratio" means the ratio of (x) the outstanding amount of the

Indebtedness of the Guarantor secured by the TLB Collateral to (y) Consolidated EBITDA of the Guarantor and its Restricted Subsidiaries for the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Guarantor have been or are required to be delivered; provided that:

(1) if, since the beginning of such period, the Guarantor or any of its Restricted Subsidiaries shall have made any Sale, the Consolidated EBITDA for such period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the assets that are the subject of such Sale for such period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such period;

(2) if, since the beginning of such period, the Guarantor or any of its Restricted Subsidiaries (by merger, consolidation or otherwise) shall have made any Purchase or any Permitted Investment (including any Permitted Investment occurring in connection with a transaction causing a calculation to be made hereunder), Consolidated EBITDA for such period shall be calculated after giving pro forma effect thereto as if such Purchase or Permitted Investment occurred on the first day of such period; and

(3) if, since the beginning of such period, any Person became a Restricted Subsidiary of the Guarantor or was merged or consolidated with or into the Guarantor or any of its Restricted Subsidiaries, and since the beginning of such period such Person shall have made any Sale, Purchase or Permitted Investment that would have required an adjustment pursuant to clause (1) or (2) above if made by the Guarantor or a Restricted Subsidiary of the Guarantor since the beginning of such period, Consolidated EBITDA for such period shall be calculated after giving pro forma effect thereto as if such Sale, Purchase or Permitted Investment occurred on the first day of such period.

For purposes of this definition, whenever pro forma effect is to be given to any Sale, Purchase, Permitted Investment or other transaction, or the amount of income or earnings relating thereto, the pro forma calculations in respect thereof shall be as determined in good faith by a responsible financial or accounting officer of the Guarantor.

"Fixed Charge Coverage Ratio" shall mean the ratio of (x) Consolidated EBITDAR of the Guarantor and its Restricted Subsidiaries plus the Consolidated Interest Income for the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Guarantor have been or are required to be delivered to (y) the sum of all Fixed Charges for such period. If the Guarantor or any of its Restricted Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems Disqualified Stock or preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Calculation Date"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect (as determined in good faith by a responsible financial or accounting officer of the Guarantor) to such incurrence, assumption, guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of Disqualified Stock or preferred stock, and the use of the proceeds therefrom, as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(1) acquisitions that have been made by the Guarantor or any of its Restricted Subsidiaries, including through mergers or consolidations, or any Person or any of its Restricted Subsidiaries acquired by the Guarantor or any of its Restricted Subsidiaries, and including all related financing transactions and including increases in ownership of Restricted Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date, or that are to be made on the Calculation Date, shall be given pro forma effect (as determined in good faith by a responsible financial or accounting officer of the Guarantor and including any operating expense reductions for such period resulting from such acquisition that have been realized or for which all of the material steps necessary for realization have been taken) as if they had occurred on the first day of the four-quarter reference period;

(2) the Consolidated EBITDAR attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, shall be excluded;

(3) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Fixed Charges shall not be obligations of the Guarantor or any of its Restricted Subsidiaries following the Calculation Date;

(4) any Person that is a Restricted Subsidiary of the Guarantor on the Calculation Date shall be deemed to have been a Restricted Subsidiary of the Guarantor at all times during such four-quarter period;

(5) any Person that is not a Restricted Subsidiary of the Guarantor on the Calculation Date shall be deemed not to have been a Restricted Subsidiary of the Guarantor at any time during such four-quarter period; and

(6) if any Indebtedness bears a floating rate of interest, the interest expense on such Indebtedness shall be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness if such Hedging Obligation has a remaining term as at the Calculation Date in excess of 12 months).

"Fixed Charges" shall mean, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense (net of consolidated interest income) of such Person and its Restricted Subsidiaries for such period to the extent that such interest expense is payable in cash (and such interest income is receivable in cash); plus

(2) the interest component of Capital Lease Obligations of such Person and its Restricted Subsidiaries for such period to the extent that such interest component is related to lease payments payable in cash; plus

(3) any interest expense actually paid in cash for such period by such specified Person on Indebtedness of another Person that is guaranteed by such specified Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such specified Person or one of its Restricted Subsidiaries; plus

(4) the product of (A) all cash dividends accrued on any series of preferred stock of such Person or any of its Restricted Subsidiaries for such period, other than to the Guarantor or a Restricted Subsidiary of the Guarantor, times (B) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case, determined on a consolidated basis in accordance with GAAP; plus

(5) the aircraft rent expense of such Person and its Restricted Subsidiaries for such period to the extent that such aircraft rent expense is payable in cash,

all as determined on a consolidated basis in accordance with GAAP.

"Food and Beverage Component" shall mean the facilities in the Hotel designated for the storage, preparation and serving of food and beverages, including the 16 food and beverage outlets contemplated by the Phase I Minimum Facilities (as defined in the Disbursement Agreement.

"Foreign Lender" shall mean any Lender that is organized under the laws of a

jurisdiction other than that in which the Borrower or the Guarantor is located. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"GAAP" shall mean generally accepted accounting principles in the United States of America, which are in effect from time to time, including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, statements and pronouncements of the Financial Accounting Standards Board, such other statements by such other entity as have been approved by a significant segment of the accounting profession and the rules and regulations of the SEC governing the inclusion of financial statements in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the SEC; provided that GAAP shall be construed as not to give effect to changes to lease accounting rules that took effect on January 1, 2019.

"Governmental Authority" shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank organization, or other entity exercising executive, legislative, judicial, taxing or regulatory powers or functions of or pertaining to government. Governmental Authority shall not include any Person in its capacity as an Airport Authority.

"Grantor" shall mean the Borrower and any Affiliate of the Borrower that shall at any time pledge Collateral under a Collateral Document.

"Guarantee" shall mean a guarantee (other than (a) by endorsement of negotiable instruments for collection or (b) customary contractual indemnities, in each case in the ordinary course of business), direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions).

"Guarantor" shall have the meaning given such term in the preamble hereof.

"Guarantor Materials" shall have the meaning given such term in Section 10.01(b).

"Guaranty Documents" means, collectively, the Carry and Completion Guaranty, the Payment Guaranty, the Environmental Indemnity and any other guaranty or indemnity delivered in connection with the Loan from time to time.

"Hedging Agreement" shall mean any agreement evidencing Hedging Obligations.

"Hedging Obligations" shall mean, with respect to any Person, all obligations and liabilities of such Person under:

(1) interest rate swap agreements (whether from fixed to floating or from floating to fixed) and interest rate collar agreements;

(2) other agreements or arrangements designed to manage interest rates or interest rate risk; and

(3) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates, fuel prices or other commodity prices, but excluding (x) clauses in purchase agreements and maintenance agreements pertaining to future prices and (y) fuel purchase agreements and fuel sales that are for physical delivery of the relevant commodity.

"Hotel" shall mean the Mortgaged Property together with all Improvements located upon the Mortgaged Property, which Improvements include hotel rooms, suites and facilities related thereto, all as set forth in the Plans and Specifications.

"Hotel Opening Date" means the date on which the Hotel opens for business as a hotel to the general public (and substantially all of the rooms are available for occupancy) and is operated either (a) by Borrower (subject to the terms and conditions hereof), or (b) pursuant to an

operated either (a) by Borrower (subject to the terms and conditions hereof), or (b) pursuant to an Approved Hotel Management Agreement.

"Impositions" means all Taxes (including all *ad valorem*, sales (including those imposed on lease rentals), use, single business, gross receipts, value added, intangible transaction, privilege or license or similar Taxes but excluding Excluded Taxes, income or similar Taxes in the nature of income Taxes), governmental assessments (including all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not commenced or completed within the term of this Agreement), water, sewer or other rents and charges, excises, levies, fees (including license, permit, inspection, authorization and similar fees), and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Mortgaged Property (including all interest and penalties thereon), which at any time prior to, during or in respect of the term hereof may be assessed or imposed on or in respect of or be a Lien upon (a) Borrower (including all income, franchise, single business or other taxes imposed on Borrower for the privilege of doing business in the jurisdiction in which the Property is located), (b) the Mortgaged Property, or any other collateral delivered or

pledged to the Administrative Agent for the benefit of Secured Parties in connection with the Loan, or any part thereof, or any Rents (as defined in the Mortgage) therefrom or any estate, right, title or interest therein, or (c) any occupancy, operation, use or possession of, or sales from, or activity conducted on, or in connection with the Mortgaged Property or the leasing or use of all or any part thereof.

"Improvements" shall have the meaning given in the granting clause of the Mortgage.

"Indebtedness" shall mean, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables), whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations;

(5) representing the balance deferred and unpaid of the purchase price of any property or services due more than six months after such property is acquired or such services are completed, but excluding in any event trade payables arising in the ordinary course of business; or

(6) representing any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person to the extent of such Guarantee. Indebtedness shall be calculated without giving effect to the effects of Financial Accounting Standards Board Accounting Standards Codification 815 – Derivatives and Hedging and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Agreement as a result of accounting for any embedded derivatives created by the terms of such Indebtedness.

Notwithstanding the foregoing, none of the following will constitute Indebtedness if incurred by the Guarantor: (a) obligations in respect of the pre-purchase of frequent flyer miles, (b) maintenance deferral agreements, (c) an amount recorded as indebtedness in the Borrower's financial statements solely by operation of Financial Accounting Standards Board Accounting Standards Codification 840-40-55 or any successor provision of GAAP but which does not otherwise constitute Indebtedness as defined hereinabove, (d) a deferral of pre-delivery payments relating to the purchases of Aircraft Assets, (e) obligations under frequent flyer miles participation agreements and (f) air traffic liability.

"Indemnified Taxes" shall mean (a) Taxes, other than Excluded Taxes and (b) to the extent not otherwise described in (a), Other Taxes.

"Indemnitee" shall have the meaning given such term in Section 10.04(b).

"Initial Funding Date" shall mean the date on which the conditions precedent set forth in Section 4.02 have been satisfied or waived.

"Initial Funding Date Transactions" shall mean the Transactions, including the borrowing of the Initial Loan and the use of the proceeds thereof.

"Installment" shall have the meaning given such term in Section 2.09(a).

"Interest Rate" shall have the meaning given such term in Section 2.06(a).

"Investments" shall mean, with respect to any Person, all direct or indirect investments made from and after the Closing Date by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees), capital contributions or advances (but excluding advance and pre-delivery payments and deposits for goods and services and advances to officers, employees and consultants made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities of other Persons, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If the Guarantor or any Restricted Subsidiary of the Guarantor sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Guarantor after the Closing Date such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Guarantor, the Guarantor will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Guarantor's Investments in such Subsidiary that were not sold or disposed of in an amount determined as provided in Section 6.01 hereof. Notwithstanding the foregoing, any Equity Interests retained by the Guarantor or any of its Subsidiaries after a disposition or dividend of assets or Capital Stock of any Person in connection with any partial "spin-off" of a Subsidiary or similar transactions shall not be deemed to be an Investment. The acquisition by the Guarantor or any Restricted Subsidiary of the Guarantor after the Closing Date of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Guarantor or such Restricted Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person in an amount determined as provided in Section 6.01 hereof. Except as otherwise provided in this Agreement, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value.

"Key Construction and Design Contracts" shall have the meaning given in the Disbursement Agreement.

"Key Development Executives" shall mean, (i) Ben Mammina, or (ii) such other executives employed by Guarantor or any Subsidiary of Guarantor and approved by Administrative Agent in its commercially reasonable discretion (provided no Event of Default is continuing).

"Key Management Executives" shall mean, (i) with respect to the management of day-to-day business operations of the Hotel, Micah Richins, (ii) with respect to the management of day-to-day business operations of the Food and Beverage Component of the Hotel, each of Micah Richins and Jason Shkorupa, or (iii) such other executives employed by Guarantor or any Subsidiary of Guarantor and approved by Administrative Agent in its commercially reasonable discretion (provided no Event of Default is continuing).

"Latest Maturity Date" shall mean, at any date of determination, the latest maturity or expiration date applicable to any Loan or Commitment hereunder at such time.

"Lenders" shall have the meaning set forth in the first paragraph of this Agreement.

"License Revocation Event" shall mean the denial, revocation or suspension of any License required to operate the Hotel or any Liquor License maintained by Borrower, Qualified Hotel Manager, Qualified F&B Manager or any Affiliate of Borrower with respect to the Hotel which results in (i) a material or adverse effect on the condition, ownership, marketability, value or use of the Hotel or (ii) the inability to sell liquor at the Hotel.

"Lien" shall mean, with respect to any asset, any mortgage, lien, pledge, charge, security interest or similar encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (but excluding any lease, sublease, use or license agreement or swap agreement or similar arrangement by any Grantor described in clause (e) or (f) of the definition of "Permitted Disposition"), including any conditional sale or other title retention agreement, any option or other agreement to sell or give a security interest and any agreement to give any financing statement under the UCC (or equivalent statutes) of any jurisdiction.

"Liquidity" shall mean the sum of (i) all unrestricted cash and Cash Equivalents of the Guarantor and its Restricted Subsidiaries, (ii) the aggregate principal amount committed and available to be drawn by the Guarantor and its Restricted Subsidiaries (taking into account all borrowing base limitations or other restrictions) under all revolving credit facilities of the Guarantor and its Restricted Subsidiaries and (iii) the scheduled net proceeds (after giving effect to any expected repayment of existing Indebtedness using such proceeds) of any Capital Markets Offering of the Guarantor or any of its Restricted Subsidiaries that has priced but has not yet closed (until the earliest of the closing thereof, the termination thereof without closing or the date that falls five (5) Business Days after the initial scheduled closing date thereof).

"Liquor Authority" or "Liquor Authorities," as applicable, shall mean the applicable alcoholic beverage commission or other Governmental Authority, responsible for interpreting, administering and enforcing the Liquor Laws.

"Liquor Laws" shall mean the laws, rules, regulations and orders applicable to or involving the sale and distribution of liquor by Borrower in the state in which the Hotel is located, as in effect from time to time, including the policies, interpretations and administration thereof by the applicable Liquor Authorities.

"Liquor License" shall mean any license, permit or other authorization to sell or distribute liquor at the Hotel that is granted or issued by the applicable Liquor Authorities.

"Loans" shall have the meaning given such term in Section 2.01(a) and each, including, without limitation, the Initial Loan, a "Loan".

"Loan Documents" shall mean this Agreement, the Collateral Documents, the Disbursement Agreement, the Environmental Indemnity, the Guaranty Documents and any other instrument or agreement (which is designated as a Loan Document therein) executed and delivered by the Borrower or the Guarantor to the Administrative Agent, the Facility Manager or any Lender, in each case, as the same may be amended, restated, modified, supplemented, extended or amended and restated from time to time in accordance with the terms hereof.

"Loan Request" shall mean a request by the Borrower, executed by a Responsible Officer of the Borrower, for a Loan in accordance with Section 2.02 in substantially the form of Exhibit D.

"Make-Whole Amount" shall mean an amount equal to the excess (to the extent positive) of:

(i) the sum of the present value of the remaining scheduled payments of principal and interest (at the Interest Rate) of the Loans being prepaid or accelerated, using a discount rate equal to the Treasury Rate at such prepayment or acceleration date plus 50 basis points and assuming amortization as scheduled under Section 2.09(a) until a "Maturity Date" of thirty-six (36) months after the Closing Date and a final scheduled payment in full of the remaining amount being repaid on such "Maturity Date; over

(ii) the principal amount of the Loans being prepaid or accelerated.

"Mandatory Funding Date" shall have the meaning given such term in Section 2.01(b).

"Margin Stock" shall have the meaning given such term in Section 3.10(a).

"Material Adverse Change" shall mean any event, development or circumstance that has had or would reasonably be expected to have a Material Adverse Effect.

"Material Adverse Effect" shall mean any change, occurrence, event, circumstance or development that has had, or could reasonably be expected to have, a material adverse effect on (a) the business, property, financial condition, operation or performance of the Borrower, the Property and the Project, taken as a whole, (b) the ability of the Borrower to develop, construct or operate the Property or the Project in accordance with the Key Construction and Design Contracts, (c) the validity or enforceability of any of the Loan Documents or the rights and remedies of the Administrative Agent or the Lenders thereunder, or (d) the ability of the Borrower and the Guarantor (taken as a whole) to perform their respective Obligations under the Loan Documents.

"Material Contract" shall mean (a) each Key Construction and Design Contract, (b) any Approved Hotel Management Agreement, (c) any Development Agreement, (d) any other contract or other arrangement to which the Borrower is a party, on the one hand, and an Affiliate of Guarantor (other than the Borrower or an Unrestricted Subsidiary) is a party, on the other hand unless the terms of such contract or other arrangement is intrinsically fair, commercially reasonable, reasonably consistent with the purposes of executing Borrower's business plan with respect to the operation of the Hotel, and not entered into with the intent to circumvent the restrictions on distributions set forth in Section 6.01(c)(i) hereof, or (e) any other contract or other arrangement to which the Borrower is a party (other than the Loan Documents or contracts for the incurrence of Indebtedness) which is, when aggregated with all other contracts and agreements with such Person and their Affiliates, for an amount per annum equal to or greater than […***…] (other than purchase orders in the ordinary course of the operational business of the Borrower) "Material Indebtedness" shall mean Indebtedness of the Guarantor and/or Subsidiaries (other than the Loans) outstanding under the same agreement in a principal amount exceeding […***…].

"Maturity Date" shall mean, with respect to the Loans, October 31, 2028.

"Maximum Management Fee" means […***…] of the actual gross revenues of the Mortgaged Property.

"MNPI" shall mean any material Nonpublic Information regarding the Guarantor and its Subsidiaries or the Loans or securities of any of them. For purposes of this definition "material Nonpublic Information" shall mean Nonpublic Information that would reasonably be expected to be material to a decision by any Lender to participate in any Dutch Auction or assign or acquire any Loans or to enter into any of the transactions contemplated thereby or would otherwise be material for purposes of United States Federal and state securities laws.

"Moody's" shall mean Moody's Investors Service, Inc.

"Mortgaged Property" shall mean, as of the Closing Date, the real property listed on Schedule 1 hereof.

"Mortgage" shall mean that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing granting a Lien on any Mortgaged Property of the Borrower, together with its interest in such property, to secure the Obligations, each in a form reasonably satisfactory to the Administrative Agent.

"Net Proceeds" shall mean the aggregate cash and Cash Equivalents received by the Borrower or any of its Affiliates in respect of any Recovery Event, net of: (a) the direct costs and expenses relating to such Recovery Event, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Recovery Event, taxes paid or payable as a result of the Recovery Event, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements and (b) any reserve for adjustment or indemnification obligations in respect of the sale price of such asset or assets established in accordance with GAAP.

"No Undisclosed MNPI Representation" by a Person shall mean a representation that such Person is not in possession of any MNPI (other than MNPI which the Person in whose favor such representation is made has elected not to receive).

"Nonpublic Information" shall mean information which has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD adopted by the SEC.

"Obligations" shall mean the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and interest accruing after the filing of any petition of bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), the Loans and all other obligations and liabilities of the Borrower to the Administrative Agent or any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which arise under this Agreement or any other Loan Document, whether on account of principal, interest, reimbursement obligations, fees, indemnities, out-of-pocket costs, and expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise.

"Officer" shall mean, with respect to any Person, the Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer or any Senior Vice-President of such Person.

"Officer's Certificate" shall mean a certificate signed on behalf of the Borrower or the Guarantor by an Officer of the Borrower or the Guarantor, as applicable.

"Other Taxes" shall mean any and all present or future stamp, court, mortgage, recording, filing or documentary taxes or any other similar, Taxes arising from any payment made hereunder or from the execution, performance, delivery, registration of or enforcement of, otherwise in respect to this Agreement or any other Loan Document, except to the extent any of the foregoing are imposed as a result of a present or former connection between such Person and the jurisdiction imposing such Taxes (other than a connection arising from such Person's having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to, or enforced, this Agreement or any Loan Document, or sold or assigned an interest in this Agreement or any Loan Document) with respect to an assignment of this Agreement or any other Loan Document by a Lender or the Administrative Agent (other than an assignment made pursuant to Section 2.16(b)).

"Pari Passu Debt" shall have the meaning set forth in the Term Loan B Facility.

"Pari Passu Notes" shall have the meaning set forth in the Term Loan B Facility.

"Participant" shall have the meaning given such term in Section 10.02(d).

"Participant Register" shall have the meaning given such term in Section 10.02(d).

"Patriot Act" shall mean the USA PATRIOT Act Improvement and Reauthorization Act, L. 109-177, signed into law on March 9, 2009 and any subsequent legislation that amends or supplements such Act or any subsequent legislation that supersedes such Act.

"Payment Date" means the biannual dates on each April 30 and October 31 (or, if such date is not a Business Day, the preceding Business Day), beginning April 30, 2022 and ending on the Termination Date, and including, for the avoidance of doubt, the Maturity Date.

"Payment Guaranty" means that certain Guaranty of Payment, dated as of the Closing Date, by Guarantor, Borrower Parent and each Subsidiary Guarantor, jointly and severally, in favor of the Administrative Agent (for the benefit of the Secured Parties), as the same may be amended, replaced, supplemented or otherwise modified from time to time

same may be amended, replaced, supplemented or otherwise modified from time to time.

"Permits" shall mean any and all franchises, licenses,certificates of occupancy, leases, permits, approvals, notifications, certifications, registrations, authorizations, exemptions, qualifications, easements, rights of way, Liens and other rights,privileges and approvals required under any Legal Requirement (including Environmental Laws).

"Permitted Business" shall mean any business that is the same as, or reasonably related, ancillary, supportive or complementary to, the business in which the Borrower, Guarantor and its Restricted Subsidiaries are engaged on the date of this Agreement and will be engaged upon the opening of the Hotel including, without limitation, aviation, travel and hospitality.

"Permitted Debt" shall have the meaning given to such term in Section 6.02.

"Permitted Disposition" shall mean any of the following except, for the avoidance of doubt, any Disposition with respect to the Collateral:

(a) the Disposition of obsolete or worn out property in the ordinary course of business;

(b) the Disposition of spare parts, inventory and Permitted Investments in the ordinary course of business;

(c) the Disposition of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;

(d) the Disposition of property by any Subsidiary to the Guarantor or any Restricted Subsidiary except by the Borrower;

(e) Dispositions permitted by Sections 6.02(b), 6.03(b), 6.03(c) or 6.04;

(f) leases, licenses, subleases or sublicenses granted in the ordinary course of business and on ordinary commercial terms that do not interfere in any material respect with the business of the Guarantor and its Subsidiaries;

(g) Dispositions of intellectual property rights that are no longer used or useful in the business of the Guarantor and its Subsidiaries;

(h) the discount, write-off or Disposition of accounts receivables overdue by more than 180 days, in each case in the ordinary course of business;

(i) Restricted Payments permitted by Section 6.01;

(j) Disposition of Aircraft Assets; and

(k) Dispositions by the Guarantor and its Subsidiaries not otherwise listed in clauses (a) through (j) above; provided that the aggregate book value of all property Disposed of pursuant to this clause (k) in any fiscal year shall not exceed […***…].

"Permitted Encumbrances" means, individually and/or collectively, as the context may require:

(a) the Liens and security interests created or permitted by the Loan Documents;

(b) all Liens, encumbrances and other matters disclosed in the Title Policy;

(c) Liens, if any, for Impositions not yet due or payable;

(d) Liens for Impositions that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted in accordance with the terms hereof;

(e) statutory Liens of carriers or warehousemen incurred in the ordinary course of business and, if and to the extent the same are in dispute, are being contested in good faith in

accordance with the terms of the Disbursement Agreement;

(f) mechanics, materialmen and other similar Liens arising by operation of law, which are (1) incurred in the ordinary course of business, (2) for sums which are being contested in good faith in accordance with the Disbursement Agreement, and (3) except in the case of the preceding clause (2) have been discharged of record by bonding or otherwise within sixty (60) days following the filing of such Lien;

(h) equipment leases or pledges;

(i) immaterial Transfers and grants of easements, restrictions, covenants, reservations and rights of way in the ordinary course of business; and

(j) rights of existing or future tenants pursuant to Leases approved by the Administrative Agent in accordance herewith.

"Permitted Investments" shall mean, with respect to the Guarantor:

(1) any Investment in the Guarantor or in a Restricted Subsidiary of the Guarantor;

(2) any Investment in cash, Cash Equivalents and any foreign equivalents;

(3) any Investment by the Guarantor or any Restricted Subsidiary of the Borrower in a Person, if as a result of such Investment:

(A) such Person becomes a Restricted Subsidiary of the Guarantor; or

(B) such Person, in one transaction or a series of related and substantially concurrent transactions, is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Guarantor or a Restricted Subsidiary of the Guarantor;

(4) any Investment made as a result of the receipt of non-cash consideration from a Disposition of assets;

(5) any acquisition of assets or Capital Stock in exchange for the issuance of Qualifying Equity Interests;

(6) any Investments received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Guarantor or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or (B) litigation, arbitration or other disputes;

(7) Investments represented by Hedging Obligations;

(8) loans or advances to officers, directors or employees made in the ordinary course of business of the Guarantor or any Restricted Subsidiary of the Guarantor in an aggregate principal amount not to exceed […***…] at any one time outstanding;

(9) prepayment of any Loans in accordance with the terms and conditions of this Agreement;

(10) (A) any guarantee of Indebtedness permitted to be incurred by Section 6.02 other than a guarantee of Indebtedness of an Affiliate of the Guarantor that is not a Restricted Subsidiary of the Guarantor; and (B) the guarantees of the Loan to be incurred by Guarantor and Borrower Parent hereunder;

(11) any Investment of the Guarantor and its Restricted Subsidiaries existing on, or made pursuant to binding commitments existing on, the Closing Date and any Investment consisting of an extension, modification or renewal of any Investment existing on, or made pursuant to a binding commitment existing on, the Closing Date; provided that the amount of any such Investment may be increased (A) as required by the terms of such Investment as in existence on the Closing Date or (B) as otherwise permitted under this Agreement;

(12) Investments or commitments to make Investments acquired after the Closing Date as a result of the acquisition by the Guarantor or any Restricted Subsidiary of another Person, including by way of a merger, amalgamation or consolidation with or into the Guarantor or any of its Restricted Subsidiaries in a transaction that is not prohibited by Sections 6.02(b) or 6.03 hereof after the Closing Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(13) accounts receivable arising in the ordinary course of business;

(14) Investments in connection with making or financing any pre-delivery, progress or other similar payments relating to the acquisition of aircraft or aircraft engines;

(15) Investments consisting of payroll advances and advances for business and travel expenses in the ordinary course of business;

(16) Investments made by way of any endorsement of negotiable instruments received in the ordinary course of business and presented to any bank for collection or deposit;

(17) Investments consisting of stock, obligations or securities received in settlement of amounts owing to the Guarantor or any Restricted Subsidiary in the ordinary course of business or in a distribution received in respect of an Investment permitted hereunder;

(18) Investments in fuel and credit card consortia and in connection with agreements with respect to fuel consortia, credit card consortia and fuel supply, in each case, in the ordinary course of business;

(19) Investments in connection with outsourcing initiatives in the ordinary course of business;

(20) Investments in the nature of security deposits or maintenance reserves in connection with the financing of any Aircraft Asset;

(21) guarantees incurred in the ordinary course of business of obligations that do not constitute Indebtedness of any regional air carrier doing business with the Guarantor or any of its Restricted Subsidiaries in connection

with the regional air carrier's business with the Guarantor or such Restricted Subsidiary; advances to airport operators of landing fees and other customary airport charges for carriers on behalf of which the Company or any of its Restricted Subsidiaries provides ground handling services; and

(22) Investments of the Guarantor or any Subsidiary of the Guarantor (other than the Borrower Parent and its Subsidiaries) in airports, airport terminals, aircraft maintenance facilities or similar facilities.

"Permitted Liens" shall mean:

(1) Liens existing on the Closing Date and any Liens created pursuant

to the Loan Documents;

(2) Liens securing Indebtedness permitted to be incurred pursuant to clauses (iii) through (vi), inclusive, (viii) and (xv) of Section 6.02(b) hereof;

(3) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings and the Guarantor shall have set aside on its books adequate reserves with respect thereto in accordance with GAAP;

(4) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business and securing obligations that are not due and payable or which are being contested in good faith by appropriate proceedings and the Guarantor shall have set aside on its books adequate reserves with respect thereto in accordance with GAAP and such contest operates to suspend collection of the contested obligation, tax, assessment or charge and enforcement of a Lien;

(5) pledges and deposits made in the ordinary course of business in compliance with workmen's compensation, unemployment insurance and other social security laws or regulations;

(6) deposits to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capital Lease Obligations), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(7) Liens attaching solely to cash earnest money deposits in connection with any letter of intent or purchase agreement in connection with an acquisition permitted under the terms of this Agreement;

(8) any encumbrance or restriction (including, but not limited to, put and call agreements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(9) Liens created by landlords over leasehold property and zoning restrictions, easements, rights-of-way, restrictions on use of real property and

other similar encumbrances incurred in the ordinary course of business which do not interfere with the intended use by the Guarantor or any of its Restricted Subsidiaries of such Property;

(10) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to such letters of credit and products and proceeds thereof;

(11) Liens on insurance proceeds or unearned premiums incurred in the ordinary course of business in connection with the financing of insurance premiums;

(12) judgment Liens so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(13) Liens securing Pari Passu Debt permitted to be incurred pursuant to covenant described in Section 6.02(b)(vi);

(14) Liens on Aircraft Assets in favor of airport authorities; and

(15) any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any Permitted Lien referred to in clauses (1) through (14) above, inclusive of any Lien existing at the date hereof; provided, however, that the obligation secured by such new Lien shall not extend beyond the property subject to the existing Lien and, except in the case of Aircraft Assets, is not greater in amount than the obligations secured by the Lien extended, renewed or replaced (plus an amount in respect of any applicable premium and reasonable financing fees and related transaction costs).

"Permitted Refinancing Indebtedness" shall mean any Indebtedness (or commitments in respect thereof) of the Guarantor or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to renew, refund, extend, refinance, replace, defease or discharge other Indebtedness of Guarantor or any of its Restricted Subsidiaries (other than intercompany Indebtedness); provided that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the original principal amount (or accreted value, if applicable) when initially incurred of the Indebtedness renewed, refunded, extended, refinanced, replaced, defeased or discharged (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith); provided that with respect to any such Permitted Refinancing Indebtedness that is refinancing secured Indebtedness and is secured by the same collateral, the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness shall not exceed the greater of the preceding amount and the Fair Market Value of the assets securing such Permitted Refinancing Indebtedness;

(2) if such Permitted Refinancing Indebtedness has a maturity date that is after the latest Maturity Date then in effect (with any amortization payment comprising such Permitted Refinancing Indebtedness being treated as maturing on its amortization date), such Permitted Refinancing Indebtedness has a Weighted Average Life to Maturity that is (A) equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being renewed, refunded, extended, refinanced, replaced, defeased or discharged or (B) more than 60 days after the latest Maturity Date then in effect;

(3) if the Indebtedness being renewed, refunded, extended, refinanced, replaced, defeased or discharged is subordinated in right of payment to the Loans, such Permitted Refinancing Indebtedness is subordinated in right of payment to the Loans on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being renewed, refunded, extended, refinanced, replaced, defeased or discharged;

(4) no Restricted Subsidiary that is not the Guarantor or a TLB Guarantor shall be an obligor with respect to such Permitted Refinancing Indebtedness unless such Restricted Subsidiary was an obligor with respect to the Indebtedness being renewed, refunded, extended, refinanced, replaced, defeased or discharged; and

(5) notwithstanding that the Indebtedness being renewed, refunded, refinanced, extended, replaced, defeased or discharged may have been repaid or discharged by the Guarantor or any of its Restricted Subsidiaries prior to the date on which the new Indebtedness is incurred, Indebtedness that otherwise satisfies the requirements of this definition may be designated as Permitted Refinancing Indebtedness so long as such renewal, refunding, refinancing, extension, replacement, defeasance or discharge occurred not more than 36 months prior to the date of such payment or discharge of Permitted Refinancing Indebtedness.

"Person" shall mean any natural person, corporation, division of a corporation, partnership, limited liability company, trust, joint venture, association, company, estate, unincorporated organization, Airport Authority or Governmental Authority or any agency or political subdivision thereof.

"Plan" shall mean a single employer plan or a multiple employer plan that is a pension plan subject to the provisions of Title IV of ERISA, Sections 412 or 430 of the Code or Section 302 of ERISA.

"Plans and Specifications" shall have the meaning given such term in the Disbursement Agreement.

"Project" shall have the meaning given in the Disbursement Agreement.

"Project Budget" shall have the meaning given in Section 4.01(n).

"Project Costs" shall have the meaning given in the Disbursement Agreement.

"Project Documents" shall have the meaning given in the Disbursement Agreement.

"PTE" shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Purchase" shall mean any acquisition or purchase of any assets (other than Aircraft Assets) where the Fair Market Value of any such assets exceeds […***…].

"Qualified Developer" shall mean upon designation by the Borrower or Administrative Agent under the terms hereof (i) Sub-Developer, or (ii) another independent, third party developer approved by Administrative Agent, such approval not to be unreasonably withheld unless an Event of Default has occurred and is continuing.

"Qualified F&B Manager" shall mean any reputable management company in the business of managing food and beverage operations for hospitality assets, reasonably approved by Administrative Agent.

"Qualified Hotel Manager" shall mean (i) any of the hotel management companies set forth on Schedule 2 hereof, or (ii) any other hotel management company approved by Administrative Agent, in each case, unless and until the Administrative Agent requests the termination of such management company pursuant to Section 5.16.

"Qualifying Equity Interests" shall mean Equity Interests of the Guarantor other than Disqualified Stock.

"Real Property" shall mean all Mortgaged Property.

"Recovery Event" shall mean any event that gives rise to the receipt by the Borrower of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property; provided, however, for purposes of determining whether a prepayment under Section 2.10(a) would be required, a Recovery Event shall be deemed to have occurred only to the extent that the aggregate net cash proceeds of all such events during any fiscal year exceed […***…].

"Register" shall have the meaning set forth in Section 10.02(b)(iv).

"Related Parties" shall mean, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, partners, members, employees, agents and advisors of such Person and such Person's Affiliates.

"Release" shall mean any release, spill, seepage, emission, leaking, pumping, injection, pouring, emptying, deposit, disposal, discharge, dispersal, dumping, migrating, escaping or leaching into or through the environment or within or upon any building, structure, facility or fixture.

"Required Lenders" shall mean, at any time, Lenders holding more than 50% of (a) until the Closing Date, the Commitments then in effect and (b) thereafter, the aggregate principal amount of all Loans outstanding. The portion of the Loans held or deemed held by a Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders at any time.

"Resolution Authority" shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" shall mean an Officer.

"Restricted Investment" shall mean an Investment other than a Permitted

Investment.

"Restricted Payments" shall have the meaning set forth in Section 6.01(a).

"Restricted Subsidiary" of a Person shall mean any Subsidiary of the referenced Person that is not an Unrestricted Subsidiary.

"Sale" shall mean any sale, transfer or other disposition of any asset (other than Aircraft Assets) where the Fair Market Value of such assets exceeded […***…].

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the United Nations, the European Union or Her Majesty's Treasury of the United Kingdom.

"Sanctioned Country" means, at any time, a country, territory or region which is itself the subject or target of any comprehensive Sanctions.

"Sanctioned Person" shall mean, at any time, (a) a Person which is subject or target of any Sanctions or (b) any Person owned or controlled by any such Person or Persons.

"S&P" shall mean Standard & Poor Rating Services, a Standard & Poor's Financial Services LLC business.

"SEC" shall mean the United States Securities and Exchange Commission.

"Secured Leverage Ratio" means the ratio of (x) the outstanding amount of the Indebtedness of the Guarantor secured by the TLB Collateral to (y) Consolidated EBITDA of the Guarantor and its Restricted Subsidiaries for the most recent four consecutive fiscal quarters ending prior to the date of such determination for which consolidated financial statements of the Guarantor have been or are required to be delivered; provided that:

(1) if, since the beginning of such period, the Guarantor or any of its Restricted Subsidiaries shall have made any Sale, the Consolidated EBITDA for such period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the

assets that are the subject of such Sale for such period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such period;

(2) if, since the beginning of such period, the Guarantor or any of its Restricted Subsidiaries (by merger, consolidation or otherwise) shall have made any Purchase or any Permitted Investment (including any Permitted Investment occurring in connection with a transaction causing a calculation to be made hereunder), Consolidated EBITDA for such period shall be calculated after giving pro forma effect thereto as if such Purchase or Permitted Investment occurred on the first day of such period; and

(3) if, since the beginning of such period, any Person became a Restricted Subsidiary of the Guarantor or was merged or consolidated with or into the Guarantor or any of its Restricted Subsidiaries, and since the beginning of such period such Person shall have made any Sale, Purchase or Permitted Investment that would have required an adjustment pursuant to clause (1) or (2) above if made by the Guarantor or a Restricted Subsidiary of the Guarantor since the beginning of such period, Consolidated EBITDA for such period shall be calculated after giving pro forma effect thereto as if such Sale, Purchase or Permitted Investment occurred on the first day of such period.

For purposes of this definition, whenever pro forma effect is to be given to any Sale, Purchase, Permitted Investment or other transaction, or the amount of income or earnings relating thereto, the pro forma calculations in respect thereof shall be as determined in good faith by a responsible financial or accounting officer of the Guarantor.

"Secured Parties" shall mean the Administrative Agent, the Lenders and all other holders of Obligations.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Significant Subsidiary" shall mean any Restricted Subsidiary of the Guarantor that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X,

promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of this Agreement.

"Solvent" shall mean, with respect to any Person, that as of the date of determination, (1) the sum of such Person's consolidated debt and liabilities (including contingent and subordinated liabilities) does not exceed the fair value of such Person's present consolidated assets; (2) such Person's capital is not unreasonably small in relation to its business as contemplated on the date of determination; (3) such Person is able to pay its debts and liabilities as they become due (whether at maturity or otherwise) and (4) the present fair saleable value of the property of such Person is greater than the amount that will be required to pay the probable liability of its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent

liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5 or any other analogous criteria in any jurisdiction).

"Stated Maturity" shall mean, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness as of the Closing Date, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"Subsidiary" shall mean, with respect to any Person

(1) any corporation, association or other business entity (other than a partnership, joint venture or limited liability company) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person (or a combination thereof); and

(2) any partnership, joint venture or limited liability company of which (A) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise and (B) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"Subsidiary Guarantor" shall have the meaning given such term in the Payment Guaranty.

"Sub-Developer" shall mean Suffolk Construction Company, Inc., a Massachusetts corporation.

"Sub-Development Agreement" shall mean that certain agreement for construction management services pursuant to AIA Document C132 – 2009, dated as of April 5, 2019 by and between Developer and Sub-Developer, as amended by that certain First Amendment to Agreement between Developer and Construction Manager, dated April 19, 2019, that certain Second Amendment to Standard Form of Agreement between Developer and Construction Manager, as Advisor, dated as of May 7, 2019, and that certain Third Amendment to Standard Form of Agreement between Developer and Construction Manager, as Advisor, dated as of May 20, 2019, and as the same may be further amended, restated, modified or supplemented pursuant to and in accordance with the terms of this Agreement.

"Survey" shall mean a (a) that certain ALTA/NSPS Land Title Survey, entitled Sunseeker Resort – ALTA Survey, dated as of August 19, 2021, prepared by Banks Engineering

and certified by Richard M. Ritz, R.L.S. and (b) any other survey of any Mortgaged Property (and all improvements thereon) which is (i) (A) prepared by a surveyor or engineer licensed to perform surveys in the jurisdiction where the Mortgaged Property is located, (B) certified by the surveyor (in a manner reasonably acceptable to the Administrative Agent) to the Administrative Agent, and the Title Company, (C) complying in all material respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey and (D) sufficient for the Title Company to remove all standard survey exceptions from the title insurance policy (or commitment) relating to the Mortgaged Property and issue the endorsements of the type required by Section 5.10 or (ii) otherwise reasonably acceptable to the Administrative Agent.

"Swap Obligation" shall mean, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Taxes" shall mean any and all present or future taxes, levies, imposts, duties, assessments, fees, deductions, charges or withholdings imposed by any Governmental Authority including any interest, additions to tax or penalties applicable thereto.

"Term Loan B Facility" shall mean the Credit and Guaranty Agreement dated as of February 5, 2019 among the Guarantor, as borrower, the subsidiaries of the Guarantor party thereto, the lenders party thereto and Barclays Bank PLC, as administrative agent, syndication agent and lead arranger, as amended, supplemented or otherwise modified from time to time.

"Termination Date" shall mean the earlier to occur of (a) the Maturity Date and (b) the prepayment or acceleration of the Loans in accordance with the terms hereof.

"Title Company" shall mean Old Republic National Title Insurance Company and Stewart Title Guaranty Company.

"Title Policy" shall have the meaning assigned to such term in Section 5.10(c).

"TLB Collateral" shall have the meaning assigned to the term "Collateral" in the Term Loan B Facility.

"TLB Guarantor" shall have the meaning assigned to the term "Guarantor" in the Term Loan B Facility.

"TLB Loan Documents" shall have the meaning assigned to the term "Loan Documents" in the Term Loan B Facility.

"TLB Loans" shall have the meaning assigned to the term "Loans" in the Term Loan B Facility.

"Transactions" shall mean the execution, delivery and performance by the Borrower and Guarantor of this Agreement and the other Loan Documents to which they may be a party, the creation of the Liens in the Collateral in favor of the Administrative Agent for the benefit of the Secured Parties, the Borrowing of the Loans and the use of the proceeds thereof.

"Treasury Rate" shall mean with respect to any prepayment date, the yield to maturity as of such prepayment date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two (2) Business Days prior to the prepayment date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the prepayment date to the second anniversary of the Closing Date (or if such period is shorter than the shortest period which such yield is so published or otherwise so publicly available, such shortest period).

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

"Unrestricted Subsidiary" shall mean (i) Sunseeker Resorts, Inc. and each of its direct and indirect Subsidiaries so long as such Person meets the requirements set forth in clauses (1) through (4) below, but in all cases including the Borrower, or (ii) any other Subsidiary of the Guarantor that is designated by the Board of Directors of the Guarantor as an Unrestricted Subsidiary in compliance with Section 5.06 hereof pursuant to a resolution of the Board of Directors, but only if such Subsidiary:

(1) except as permitted by Section 6.05 hereof, is not party to any agreement, contract, arrangement or understanding with the Guarantor or any Restricted Subsidiary of the Guarantor unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Guarantor or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Guarantor;

(2) is a Person with respect to which neither the Guarantor nor any of its Restricted Subsidiaries has any direct or indirect obligation (A) to subscribe for additional Equity Interests or (B) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results;

(3) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Guarantor or any of its Restricted Subsidiaries; and

(4) does not own any assets or properties that constitute TLB Collateral.

"UK Financial Institution" shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Voting Stock" of any specified Person as of any date shall mean the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act or any other applicable similar state law.

"Weighted Average Life to Maturity" shall mean, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (A) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (B) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

"Withholding Agent" shall mean the Borrower, the Guarantor and the Administrative Agent.

"Write-Down and Conversion Powers" shall mean, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that

Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented, extended, amended and restated or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's permitted successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and

Sections of, and Exhibits and Schedules to, this Agreement, unless expressly provided otherwise, (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (f) "knowledge" or "aware" or words of similar import shall mean, when used in reference to the Borrower or the Guarantor, the actual knowledge of any Responsible Officer.

Section 1.03. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Upon any such request for an amendment, the Borrower, the Required Lenders and the Administrative Agent agree to consider in good faith any such amendment in order to amend the provisions of this Agreement so as to reflect equitably such accounting changes so that the criteria for evaluating the Borrower's consolidated financial condition shall be the same after such accounting changes as if such accounting changes had not occurred.

Section 1.04. Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

SECTION 2.

AMOUNT AND TERMS OF CREDIT

Section 2.01. Commitments of the Lenders; Loans.

(a) Closing Date; Loan Commitments. Each Lender severally, and not jointly with the other Lenders, agrees, upon the terms and subject to the conditions set forth herein, to make delayed draw loans denominated in Dollars (each a "Loan" and, collectively, the "Loans") to the Borrower in an aggregate principal amount equal to the relevant Commitment, which shall be repaid in accordance with the provisions of this Agreement. The Loans shall consist of (i) subject to the satisfaction of the conditions set forth in Section 4.02, an initial advance of […***…] to be funded to the Borrower on the Initial Funding Date (the "Initial Loan") and (ii) subject to the satisfaction of the conditions set forth in Section 4.03, additional Advances in accordance with the Disbursement Agreement and the other Loan Documents.

(b) On each of April 13, 2022 and October 13, 2022; provided that, in each case, no Event of Default has occurred and is continuing and Borrower has satisfied the conditions to an Advance set forth in Section 4.03 hereof, an amount equal to […***…] shall be deposited into the Disbursement Account. On the first anniversary of the Closing Date (the "Mandatory Funding Date"), to the extent that Advances have not been made into the Disbursement Account in accordance with this Section 2.01(b) and provided no Event of Default has occurred and is continuing, the Lenders shall fund any portion of the Commitment which has not been subject to a Borrowing as the Initial Loan or an additional Advance (the "Unfunded Loan Balance") into the Disbursement Account which funds shall be controlled by the Disbursement Agent and funded to Borrower in accordance with the terms of the Disbursement Agreement. Lenders shall have no obligation to fund additional Advances after the first anniversary of the Closing Date. All amounts deposited by Lenders into the Disbursement Account shall accrue interest at the Interest Rate commencing on the date each Advance is deposited into the Disbursement Account; provided that no Lender shall deposit any additional Advance or the Unfunded Loan Balance into the Disbursement Account prior to the Mandatory Funding Date except upon one or more earlier Loan Requests of the Borrower and satisfaction of the conditions precedent to Advance in Section 4.03. Any Advance made by Lenders shall constitute a "Loan" for all purposes hereunder. Any amount borrowed under this Section 2.01 and subsequently repaid or prepaid may not be reborrowed.

Section 2.02. Requests for Loans. Unless otherwise agreed to by the Administrative Agent, to request an Advance (including the Initial Loan), the Borrower shall notify the Administrative Agent of such request by e-mail not later than 2:00p.m., New York City time, twelve (12) Business Days prior to the relevant Borrowing date pursuant to a Loan Request. The Administrative Agent shall promptly provide a copy of such notice to the Lenders. Each such Loan request shall be irrevocable and shall include a written Loan Request signed by the Borrower. Each such written Loan Request shall specify the aggregate amount of the requested Loan and the date of such Loan, which shall be a Business Day. Promptly following receipt of a Loan Request in accordance with this Section 2.02, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Loan.

Section 2.03. Funding of Loans.

(a) Each Lender shall make its portion of the Initial Loan or the Advance to be made by it hereunder on the Initial Funding Date or the applicable date of the Borrowing by wire transfer of immediately available funds by 12:00 p.m., New York City time, or such earlier time as may be reasonably practicable, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Loan that such Lender will not make available to the Administrative Agent such Lender's share of such Loan, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) and/or (b) of this Section 2.03 and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Loan available to the Administrative Agent, then the applicable Lender and the Borrower (but in

the case of the Borrower, only to the extent such amounts have been actually funded to the Borrower) severally agree to pay to the Administrative Agent forthwith upon written demand such corresponding amount with interest thereon, for each day from and including the date such amount is funded to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate otherwise applicable to such Loan. If such Lender pays such amount to the Administrative Agent, then (x) such amount shall constitute such Lender's Loan included in such Loan and the Borrower shall not be obligated to repay such amount pursuant to the preceding sentence if not previously repaid and (y) if such amount was previously repaid by the Borrower, the Administrative Agent shall promptly make a corresponding amount available to the Borrower. For the avoidance of doubt, each Lender's

corresponding amount available to the Borrower. For the avoidance of doubt, each Lender's payment to the Administrative Agent or to the Borrower (in the case of the Initial Advance) or into the Disbursement Account (in the case of any other Advance) shall constitute making such funds available.

Section 2.04. [Reserved].

Section 2.05. [Reserved].

Section 2.06. Interest on Loans.

(a) Subject to the provisions of Section 2.07, each Loan and the Unfunded Loan Balance shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days), from the earlier of (x) the date of funding to Borrower and (y) the date of funding into the Disbursement Account, at a rate per annum applicable thereto equal to […***…] (the "Interest Rate").

(b) Accrued interest on all Loans and the Unfunded Loan Balance (from and after funding into the Disbursement Account) shall be payable in arrears on (i) each Payment Date commencing with the Payment Date on April 30, 2022, (ii) on the Termination Date with respect to each of the Loans and thereafter on written demand, and (iii) upon any repayment or prepayment thereof (with respect to the amount repaid or prepaid).

Section 2.07. Default Interest. If the Borrower and the Guarantor shall default in the payment of the principal of or interest on any Loan or in the payment of any other amount becoming due hereunder, whether at stated maturity, by acceleration or otherwise, the Borrower and the Guarantor shall on written demand of the Administrative Agent from time to time pay interest, to the extent permitted by law, on all overdue amounts up to (but not including) the date of actual payment (after as well as before judgment) at a rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) equal to the Interest Rate plus […***…]

Section 2.08. [Reserved].

Section 2.09. Amortization of Loans; Repayment of Loans; Evidence of Debt.

(a) The principal amount of the Loans shall be repaid in installments (each, an "Installment") as set forth on Exhibit A on the Payment Dates set forth on Exhibit A, commencing on the Payment Date on April 7, 2025. Notwithstanding the foregoing, (1) such Installments shall be reduced in connection with any voluntary or mandatory prepayments of the Loans in accordance with Sections 2.10 and 2.11, as applicable, and (2) the Loans, together with all other amounts owed hereunder with respect thereto, shall, in any event, be paid in full no later than the Termination Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) In addition to the records provided for in the preceding clause (b), the Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof. The Borrower shall have the right, upon reasonable notice, to request information regarding the accounts referred to in the preceding sentence.

(d) The entries made in the accounts maintained pursuant to paragraph (c) of this Section 2.09 shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement. In the event of any conflict between the records maintained by any Lender and the Register, the Register shall control in the absence of manifest error.

(e) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall promptly execute and deliver to such Lender a

promissory note payable to such Lender and its registered assigns in a form furnished by the Administrative Agent and reasonably acceptable to the Borrower and which shall provide that the exercise of a remedy thereunder shall be vested solely in the Administrative Agent as provided in Section 8.12 hereof. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.02) be represented by one or more promissory notes in such form payable to such payee and its registered assigns.

Section 2.10. Mandatory Prepayment of Loans; Commitment Termination.

(a) From and after the Final Completion Date, within ninety (90) days of the Borrower or any of its Affiliates receiving any Net Proceeds as a result of a Recovery Event or, if later, the next following Payment Date, the Borrower shall apply an amount equal to 100% of the Net Proceeds received by the Borrower or any of its Affiliates with respect thereto, to prepay outstanding Loans in accordance with Section 2.10(b); provided, however, that if (A) prior to the date any such prepayment is required to be made, the Borrower notifies the Administrative

Agent of its intent to repair the subject property or reinvest such Net Proceeds in assets of a kind then used or usable in the business of the Borrower and (B) no Event of Default under clause (b), (f) or (g) of Section 7.01 (each, a "Specified Default") shall have occurred and shall be continuing at the time of proposed repair or reinvestment (unless, in the case of such Specified Default, such repair or reinvestment is made pursuant to a binding commitment entered into at a time when no Specified Default was continuing), then the Borrower shall not be required to prepay Loans hereunder in respect of such Net Proceeds to the extent that such Net Proceeds are (x) (unless such Net Proceeds constitute collateral for any Permitted Debt) deposited into an account subject to an Account Control Agreement until applied as set forth in clause (y) or (z) below; (y) used to prepay Permitted Debt that is secured by a first priority lien over property from which such Net Proceeds are derived; or (z) used to fund such repairs or reinvested within 365 days after the date of receipt of such Net Proceeds (or, if within such 365 day period, the Borrower or any of its Restricted Subsidiaries enters into a binding commitment to so reinvest in such Net Proceeds, and such Net Proceeds are so reinvested within 180 days after such binding commitment is so entered into).

(b) Amounts required to be applied to the prepayment of Loans pursuant to this Section 2.10 shall be applied in inverse order of maturity to the remaining scheduled Installments of the Loans being prepaid. Loans prepaid pursuant to this Section 2.10 may not be reborrowed.

(c) All prepayments under this Section 2.10 shall be accompanied by accrued but unpaid interest on the principal amount being prepaid to the date of such prepayment plus any losses or reasonable costs and expenses that are reasonably incurred by a Lender or the Administrative Agent in connection with the prepayment or the Recovery Event to which the Net Proceeds relate.

(d) Notwithstanding anything in the foregoing to the contrary, with respect to any Recovery Event occurring prior to the Final Completion Date, Section 6.8 of the Disbursement Agreement shall govern.

Section 2.11. Optional Prepayment of Loans.

(a) The Borrower may not prepay the Loans from the Initial Funding Date until the date falling thirty-six (36) months thereafter. Beginning on the date falling thirty-six (36) months after the Initial Funding Date until the Maturity Date, the Borrower shall have the right, at any time and from time to time, to prepay any Loans, in whole only, (i) upon written or facsimile notice (or notice by electronic mail) to the Administrative Agent received by 1:00 p.m., New York City time, thirty (30) days prior to the proposed date of prepayment. As of the date of such prepayment, the Borrower shall pay the principal amount of the Loan in full, all accrued interest thereon, the Applicable Premium, if any, and all other amounts then due and payable to the Administrative Agent, the Facility Manager and the Lenders under the Loan Documents.

(b) All prepayments under Section 2.11(a) shall be accompanied by accrued but unpaid interest on the principal amount being prepaid to the date of the prepayment, plus the Applicable Premium, if any, and any losses, costs and expenses that are reasonably incurred by a Lender or the Administrative Agent in connection with the prepayment. Loans prepaid pursuant to Section 2.11(a) may not be reborrowed.

(c) Each notice of prepayment shall specify the prepayment date, the principal amount of the Loans to be prepaid, shall be irrevocable and shall commit the Borrower to prepay such Loan by the amount and on the date stated therein; provided that the Borrower may revoke any notice of prepayment under this Section 2.11 if such prepayment would have resulted from a refinancing of any or all of the Obligations hereunder, which refinancing shall not be consummated or shall otherwise be delayed. The Administrative Agent shall, promptly after receiving notice from the Borrower hereunder, notify each Lender of the principal amount of the Loans held by such Lender which are to be prepaid, the prepayment date and the manner of application of the prepayment.

(d) Any Applicable Premium payable in accordance with this Section 2.11, Section 2.10 or Section 7.01 shall be presumed to be equal to the liquidated damages sustained by the Lenders as the result of the occurrence of the prepayment (to the extent requiring any such Applicable Premium), and the Borrower agrees that it is reasonable under the circumstances currently existing. The Borrower and the Guarantor expressly agree that (i) if the Loans are accelerated or otherwise become due prior to the Maturity Date (and within the time periods set forth in the definition of Applicable Premium), in each case, in respect of any Event of Default (including upon the occurrence of a bankruptcy or insolvency event), the Applicable Premium (if any) will be due and payable on the date of such acceleration or such other date to the extent provided in Section 7.01 and, for the avoidance of doubt, subject to clause (3) of the remedies paragraph in Section 7.01, (ii) the Applicable Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel, (iii) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made, (iv) there has been a course of conduct between the Lenders and the Borrower giving specific consideration in the transaction for such agreement to pay the Applicable Premium, (v) the Borrower and the Guarantor shall be estopped hereafter from claiming differently than as agreed to in this Section 2.11, Section 2.10 and Section 7.01, (vi) the agreement to pay the Applicable Premium is a material inducement to the Lenders to make the Loans, and (vii) the Applicable Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Lenders or profits lost by the Lenders as a result of such prepayment.

ANY APPLICABLE PREMIUM IS DEEMED TO CONSTITUTE LIQUIDATED DAMAGES, AND THE PARTIES HERETO (OTHER THAN THE ADMINISTRATIVE AGENT) EACH ACKNOWLEDGE AND AGREE THAT SUCH DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT THE AMOUNT THEREOF IS INTENDED TO BE A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES AND NOT A PENALTY. EACH OF THE OBLIGORS EXPRESSLY WAIVES (TO THE FULLEST EXTENT IT MAY LAWFULLY DO SO) THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE APPLICABLE PREMIUM IN CONNECTION WITH AN ACCELERATION OF THE LOANS UNDER SECTION 7.01.

Section 2.12. [Reserved].

Section 2.13. [Reserved].

Section 2.14. Taxes.

(a) Any and all payments by or on account of any Obligation of the Borrower or the Guarantor hereunder or under any other Loan Document shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if any Indemnified Taxes or Other Taxes are required to be deducted or withheld from any amounts payable to the Administrative Agent, the Facility Manager or any Lender, as determined in good faith by the Withholding Agent, then (i) the sum payable by the Borrower or the Guarantor shall be increased as necessary so that after making all required deductions or withholdings for any Indemnified Taxes or Other Taxes (including deductions or withholdings for any Indemnified Taxes or Other Taxes applicable to additional sums payable under this Section 2.14), the Administrative Agent and each Lender (as the case may be) receives an amount equal to the sum it would have

received had no such deductions or withholdings been made, (ii) the Withholding Agent shall make such deductions or withholdings and (iii) the Withholding Agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrower or the Guarantor, as applicable, shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrower shall indemnify the Administrative Agent, the Facility Manager and each Lender, within ten (10) days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by or on behalf of or withheld or deducted from payments owing to the Administrative Agent or such Lender on or with respect to any payment by or on account of any obligation of the Borrower or the Guarantor hereunder or under any other Loan Document (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.14) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment and, to the extent available, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Each Lender shall, within ten (10) days after written demand therefor, indemnify the Administrative Agent (to the extent the Administrative Agent has not been reimbursed by the Borrower) for the full amount of any Taxes imposed by any Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent in good faith. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

(f) Any Lender that is not a "United States person" (as such term is defined in Section 7701(a)(30) of the Code) that is entitled to an exemption from or reduction of withholding tax under the law of the United States, or any treaty to which the United States is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law, including as reasonably requested by the Borrower, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate; provided that such Lender shall not be required to deliver any documentation pursuant to this Section 2.14(f) that such Lender is not legally able to deliver.

(g) (1) Without limiting the generality of Section 2.14(f), each Lender that is not a "United States person" (as such term is defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter when the previously delivered certificates and/or forms expire, or upon request of the Borrower or the Administrative Agent) whichever of the following is applicable:

(i) two (2) copies of duly executed Internal Revenue Service Form W-8BEN-E, claiming eligibility for benefits of an income tax treaty to which the United States of America is a party,

(ii) two (2) copies of duly executed Internal Revenue Service Form W-8ECI,

(iii) two (2) copies of duly executed Internal Revenue Service Form W-8IMY, together with applicable attachments,

(iv) in the case of such Lender claiming the benefits of exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, (C) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the

Code or (D) conducting a trade or business in the United States with which the relevant interest payments are effectively connected and (y) two (2) copies of duly executed Internal Revenue Service Form W-8BEN-E, or

(v) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States federal withholding tax, including as reasonably requested by the Borrower or the Administrative Agent to permit the Borrower to determine the withholding or required deduction to be made.

No Lender shall be required to deliver any form or statement pursuant to this Section 2.14(g) that such Lender is not legally able to deliver.

(2) Any Lender that is a "United States Person" (as such term is defined in Section 7701(a)(30) of the Code) shall deliver to the Administrative Agent and the Borrower, on or prior to the date on which such Lender becomes a party to this Agreement (and from time to time thereafter when the previously delivered certificates and/or forms expire, or upon request of the Borrower or the Administrative Agent), two (2) copies of duly executed Internal Revenue

Service Form W-9 (or any successor form), properly completed and duly executed by such Lender, certifying that such Lender is entitled to an exemption from United States backup withholding tax.

(3) If a payment made to a Lender under this Agreement or any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower or the Administrative Agent to comply with its obligations under FATCA, to determine that such Lender has or has not complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment.

(h) If the Administrative Agent or a Lender determines, in its sole discretion, reasonably exercised, that it has received a refund of any Taxes or Other Taxes from the Governmental Authority to which such Taxes or Other Taxes were paid and as to which it has been indemnified by the Borrower or the Guarantor or with respect to which the Borrower or the Guarantor has paid additional amounts pursuant to this Section 2.14, it shall promptly pay over such refund to the Borrower or the Guarantor (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or the Guarantor under this Section 2.14 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender incurred in obtaining such refund (including Taxes imposed with respect to such refund) and without interest (other than any interest paid to the relevant Governmental Authority with respect to such refund); provided that the Borrower or the Guarantor, upon the request of the Administrative Agent or such Lender, agrees to promptly repay the amount paid over to the Borrower or the Guarantor (plus any penalties, interest or other additions to Tax imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the Administrative Agent or any Lender be required to pay any amount to the Borrower or the Guarantor pursuant to this paragraph (h) if, and then only to the extent, the payment of such amount would place the Administrative Agent or such Lender in a less favorable net after-Tax position than the Administrative Agent or such Lender would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section 2.14(h) shall not be construed to require the Administrative Agent, the Facility Manager or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person. Notwithstanding anything to the contrary herein, the Administrative Agent shall have no duty to prepare or file any federal or state report or return with respect to any funds held pursuant to this Agreement or any income earned thereon, except for the delivery and filing of tax information reporting forms required to be delivered and filed with the Internal Revenue Service.

Section 2.15. Payments Generally; Pro Rata Treatment.

(a) The Borrower shall make each payment or prepayment required to be made by it hereunder (whether of principal, interest, the Applicable Premium, if any, the reimbursement of amounts payable hereunder) prior to 1:00 p.m., New York City time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, but shall not be obligated to, in the reasonable discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402, pursuant to wire instructions to be provided by the Administrative Agent, except that payments pursuant to Section 10.04 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day (and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension), unless, in the case of scheduled payments of interest and principal, such next succeeding Business Day would fall in the next calendar month, in which case the date for payment shall be the next preceding Business Day. All payments hereunder shall be made in U.S. Dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all Obligations then due hereunder, such funds shall be applied (i) first, towards payment of expenses then due under Sections 2.17 and 10.04 payable to the Administrative Agent, (ii) second, towards payment of expenses then due under Section 2.17, and 10.04 payable to the Lenders and towards payment of interest then due on account of the Loans, ratably among the parties entitled thereto in accordance with the amounts of such expenses and interest then due to such parties and (iii) third, towards payment of principal of the Loans ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(d) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.03(a), 2.03(b), 8.04 or 10.04(c), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

(e) Pro Rata Treatment. (i) Each payment by the Borrower in respect of the Loans shall be applied to the amounts of such obligations owing to the Lenders pro rata according to the respective amounts then due and owing to the Lenders.

(i) Each payment (including each prepayment) by the Borrower on account of principal of and interest on any Loans shall be made pro rata according to the respective outstanding principal amounts of such Loans then held by the applicable Lenders (except that assignments to the Borrower pursuant to **Error! Reference source not found.** shall not be subject to this Section 2.15(e)(i)).

Section 2.16. Mitigation Obligations; Replacement of Lenders.

(a) If the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder, to assign its rights and obligations hereunder to another of its offices, branches or affiliates, to file any certificate or document reasonably requested by the Borrower or to take other reasonable measures, if, in the judgment of such Lender, such designation, assignment, filing or other measures (i) would eliminate or reduce amounts payable pursuant to Section 2.14, as the case may be, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment. Nothing in this Section 2.16 shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 2.14.

(b) If, after the date hereof, the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign, without recourse (in accordance with and subject to the restrictions contained in Section 10.02), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), in any case as of a Business Day specified in such notice from the Borrower; provided that (i) such terminated or assigning Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts due, owing and payable to it hereunder at the time of such termination or assignment, from the assignee (to the extent of such outstanding principal and accrued interest and fees in the case of an assignment) or the Borrower (in the case of all other amounts) and (ii) in the case of an assignment due to payments required to be made pursuant to Section 2.14, such assignment will result in a reduction in such compensation or payments.

Section 2.17. The Fee. The Borrower shall pay to the Facility Manager an upfront loan fee in accordance with a fee letter between the Borrower and the Facility Manager on the Initial Funding Date (the "Fee").

Section 2.18. [Intentionally Omitted].

Section 2.19. Nature of The Fee. The Fee shall be paid on the Initial Funding Date, in immediately available funds, to the Facility Manager, as provided herein. Once paid, the Fee is not refundable under any circumstances.

Section 2.20. Right of Set-Off. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent and each Lender (and their respective banking Affiliates) are hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final accounts, in each case, held in trust for an identified beneficiary) at any time held and other indebtedness at any time owing by the Administrative Agent and each such Lender (or any of such banking Affiliates) to or for the credit or the account of the Borrower or the Guarantor against any and all of any such overdue amounts owing under the Loan Documents, irrespective of whether or not the Administrative Agent or such Lender shall have made any demand under any Loan Document; provided that in the event that any Defaulting Lender exercises any such right of setoff, the Defaulting Lender will provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. Each Lender and the Administrative Agent agree promptly to notify the Borrower and the Guarantor after any such set-off and application made by such Lender or the Administrative Agent (or any of such banking Affiliates), as the case may be, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Lender and the Administrative Agent under this Section 2.20 are in addition to other rights and remedies which such Lender and the Administrative Agent may have upon the occurrence and during the continuance of any Event of Default.

Section 2.21. Payment of Obligations. Subject to the provisions of Section 7.01, upon the maturity (whether by acceleration or otherwise) of any of the Obligations under this Agreement or any of the other Loan Documents of the Borrower and the Guarantor, the Lenders shall be entitled to immediate payment of such Obligations.

SECTION 3.

REPRESENTATIONS AND WARRANTIES

In order to induce the Lenders to make Loans hereunder, the Borrower, the Guarantor and each Subsidiary Guarantor, as and to the extent applicable to each Subsidiary Guarantor only, jointly and severally represent and warrant as follows:

Section 3.01. Organization and Authority. Each of the Guarantor, the Borrower and the Subsidiary Guarantors (a) is duly organized, validly existing and in good standing (to the extent such concept is applicable in the applicable jurisdiction) under the laws of the jurisdiction of its organization and is duly qualified and in good standing in each other jurisdiction in which the failure to so qualify would have a Material Adverse Effect and (b) has the requisite corporate or limited liability company power and authority to effect the Transactions, to own or lease and operate its properties and to conduct its business as now conducted.

Section 3.02. [Reserved].

Section 3.03. Due Execution. The execution, delivery and performance by each of the Borrower, the Guarantor and the Subsidiary Guarantors of each of the Loan Documents to which it is a party (a) are within the respective corporate or limited liability company powers of the Borrower, the Guarantor and the Subsidiary Guarantors, have been duly authorized by all necessary corporate or limited liability company action, including the consent of shareholders or members where required, and do not (i) contravene the charter, by-laws or limited liability company agreement (or equivalent documentation) of the Borrower, the Guarantor or the Subsidiary Guarantors, (ii) violate any applicable law (including, without limitation, the Securities Exchange Act of 1934) or regulation (including, without limitation, Regulations T, U or X of the Board), or any order or decree of any court or Governmental Authority, other than violations by the Borrower, the Guarantor or the Subsidiary Guarantors which would not reasonably be expected to have a Material Adverse Effect, (iii) conflict with or result in a breach of, or constitute a default under, any material indenture, mortgage or deed of trust or any material lease, agreement or other instrument binding on the Borrower, the Guarantor or the Subsidiary Guarantors or any of their properties, which, in the aggregate, would reasonably be expected to have a Material Adverse Effect, or (iv) result in or require the creation or imposition of any Lien upon any of the property of the Borrower or the other Grantors other than the Liens granted pursuant to this Agreement or the other Loan Documents; and (b) do not require the consent, authorization by or approval of or notice to or filing or registration with any Governmental Authority or any other Person, other than (i) the filing of financing statements under the UCC, (ii) the filings and consents contemplated by the Collateral Documents, (iii) approvals, consents and exemptions that have been obtained on or prior to the Closing Date and remain in full force and effect, (iv) consents, approvals and exemptions that the failure to obtain in the aggregate would not be reasonably expected to result in a Material Adverse Effect and (v) routine reporting obligations. Each Loan Document to which the Borrower, the Guarantor or any the Subsidiary Guarantor is a party has been duly executed and delivered by the Borrower, the Guarantor and/or the Subsidiary Guarantor party thereto. This Agreement and the other Loan Documents to which the Borrower, the Guarantor or any Subsidiary Guarantor is a party, each is a legal, valid and binding obligation of the Borrower, the Guarantor and/or the Subsidiary Guarantor party thereto, enforceable against the Borrower, the Guarantor and/or such Subsidiary Guarantor, as the case may be, in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 3.04. Statements Made.

(a) The written information prepared by the Guarantor or any of its Subsidiaries furnished by or on behalf of the Borrower, the Guarantor, or any of the Guarantor's Subsidiaries to the Administrative Agent or any Lender in connection with the negotiation of this Agreement, together with the Annual Report on Form 10-K for 2020 of the Guarantor filed with the SEC and all Quarterly Reports on Form 10-Q or Current Reports on Form 8-K that have been filed after December 31, 2020, by the Guarantor, with the SEC (as amended), taken as a whole as of the Closing Date and considering all updates and revisions included therein, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein not misleading in light of the circumstances in which such information was provided; provided that, with respect to projections, estimates or other forward-looking

information the Guarantor and the Borrower represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

(b) The Annual Report on Form 10-K of the Guarantor most recently filed with the SEC, and each Quarterly Report on Form 10-Q and Current Report on Form 8-K of the Guarantor filed with the SEC subsequently and prior to the date that this representation and warranty is being made, did not as of the date filed with the SEC (giving effect to any amendments thereof made prior to the date that this representation and warranty is being made) contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

Section 3.05. Financial Statements; Material Adverse Change.

(a) The unaudited consolidated financial statements of the Borrower as of and for the fiscal year ended December 31, 2020 and the quarterly consolidated financial statements of the Borrower for the periods ending March 31, 2021 and June 30, 2021 provided to the Administrative Agent pursuant to Section 4.01 hereof present fairly, in all material respects, in accordance with GAAP, the financial condition, results of operations and cash flows of the Borrower as of such dates and for such periods. The audited consolidated financial statements of the Guarantor and its Subsidiaries as of and for the fiscal year ended December 31, 2020, included in the Guarantor's Annual Report on Form 10-K for 2020 filed with the SEC, as amended, and any report filed after December 31, 2020, by the Guarantor on Form 10-Q or Form 8-K with the SEC, present fairly, in all material respects, in accordance with GAAP, the financial condition, results of operations and cash flows of the Guarantor and its Subsidiaries on a consolidated basis as of such dates and for such periods.

(b) There has been no Material Adverse Change with respect to the Borrower since July 21, 2021 except as disclosed by the Borrower to the Administrative Agent. Except as disclosed in the Guarantor's Annual Report on Form 10-K for 2020 or any report filed after December 31, 2020, by the Guarantor on Form 10-Q or Form 8-K with the SEC, since December 31, 2020, there has been no Material Adverse Change with respect to the Guarantor or the Subsidiary Guarantors.

Section 3.06. Ownership of Subsidiaries. As of the Closing Date, the Borrower is a wholly-owned, indirect Subsidiary of the Guarantor and a direct subsidiary of the Borrower Parent and (b) except for Affiliate Developer, the Borrower owns no other Subsidiaries, whether directly or indirectly. The Subsidiary Guarantors are the wholly-owned, direct or indirect subsidiaries of the Guarantor.

Section 3.07. Title to Properties. Except with respect to the Mortgaged Property (which is the subject of the representations and warranties set forth in Section 3.16 herein) the Borrower and the Guarantor have good and indefeasible title in fee simple to, or valid leasehold interests in, all its material properties and assets other than (i) minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes, (ii) except where the failure to have such title or other property interests described above could not reasonably be expected to have, individually or in the aggregate, a Material

Adverse Effect, and (iii) all such material properties and assets are free and clear of Liens, other than Permitted Liens.

Section 3.08. Use of Proceeds. The proceeds of the Loans shall be used to pay (a) with respect to the Initial Loan, costs and expenses incurred in connection with the closing of the Loan, this Agreement and the other Loan Documents and to pay the Project Costs incurred in connection with the construction and Final Completion of the Project, (b) with respect to other Loans, to fund the Disbursement Account and otherwise to pay (or reimburse the Guarantor for) the Project Costs incurred in connection with the construction and Final Completion of the Project, and (c) such other purposes as approved by Administrative Agent.

Section 3.09. Litigation and Compliance with Laws.

(a) Except as disclosed in the Guarantor's Annual Report on Form 10-K for 2020 or any report filed by the Guarantor on Form 10-Q or Form 8-K with the SEC after December 31, 2020, there are no actions, suits, proceedings or investigations pending or, to the knowledge of the Borrower or the Guarantor, threatened against the Guarantor or the Guarantor's Subsidiaries or any of their respective properties (including any properties or assets that constitute Collateral under the terms of the Loan Documents), before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that (i) are likely to have a Material Adverse Effect or (ii) could reasonably be expected to affect the legality, validity, binding effect or enforceability of the Loan Documents or, in any material respect, the rights and remedies of the Administrative Agent or the Lenders thereunder or in connection with the Transactions.

(b) Except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, the Borrower, the Guarantor and each of the Guarantor's Subsidiaries to its respective knowledge is currently in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Authorities, in respect of the conduct of its business and ownership of its property.

Section 3.10. Margin Regulations; Investment Company Act.

(a) Neither the Guarantor nor any of its Subsidiaries is engaged, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board, "Margin Stock"), or extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any Loans will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock in violation of Regulation U.

(b) Neither the Guarantor nor any of its Subsidiaries is, or after the making of the Loans will be, required to be registered as an "investment company" under the Investment Company Act of 1940, as amended. Neither the making of any Loan nor the application of the proceeds of any Loan or repayment of any Loan by the Borrower or the Guarantor, nor the consummation of the other transactions contemplated by the Loan Documents, will violate any provision of such Act or any rule, regulation or order of the SEC thereunder.

Section 3.11. Perfected Security Interests. The Collateral Documents, taken as a whole, are effective to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in all of the Collateral to the extent purported to be created thereby, subject as to enforceability to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. With respect to the Collateral as of the Initial Funding Date, at such time as (a) financing statements in appropriate form are filed in the appropriate offices (and the appropriate fees are paid) and (b) the execution of the Account Control Agreements, the Administrative Agent, for the benefit of the Secured Parties, shall have a first priority perfected security interest (or comparable Lien) in all of such Collateral to the extent that the Liens on such Collateral may be perfected upon the filings or recordations or upon the taking of the actions described in clauses (a) and (b) above, subject in each case only to Permitted Encumbrances, and such security interest is entitled to the benefits, rights and protections afforded under the Collateral Documents applicable thereto (subject to the qualification set forth in the first sentence of this Section 3.11).

Section 3.12. Payment of Taxes. Each of the Borrower, the Borrower Parent, the Guarantor and the Guarantor's Restricted Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed by it prior to the date hereof and has paid or caused to be paid when due all Taxes required to have been paid by it, except and solely to the extent that, in each case (a) such Taxes are being contested in good faith by appropriate proceedings or (b) the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

Section 3.13. Anti-Corruption Laws and Sanctions.

(a) The Guarantor has implemented and maintains in effect policies and procedures intended to ensure compliance by the Borrower, the Guarantor and their respective Subsidiaries and, when acting in such capacity, their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions; and

(b) the Borrower, the Guarantor and their respective Subsidiaries and the officers and directors and, to the knowledge of the Borrower and the Guarantor, the employees and agents (acting as such) of the Borrower, the Guarantor and their respective Subsidiaries are in compliance with: (i) applicable Sanctions; and (ii) applicable Anti-Corruption Laws and Anti-Money Laundering Laws in all material respects. None of the Borrower, the Guarantor, any of their respective Subsidiaries or the officers or directors or, to the knowledge of the Borrower or the Guarantor, the employees or agents (acting as such) of the Borrower, the Guarantor and their respective Subsidiaries is a Sanctioned Person.

Section 3.14. Beneficial Ownership Certifications. As of the Closing Date, the information included in the Beneficial Ownership Certification is true and correct in all respects.

Section 3.15. Solvency. As of the Closing Date, after giving effect to the Loans to be made on the Initial Funding Date and the payment of all costs and expenses in connection therewith, the Borrower and the Guarantor, taken as a whole, are Solvent.

Section 3.16. Mortgaged Property.

(a) The Borrower owns good, marketable and insurable title to the Mortgaged Property and good title to the related personal property and to any other Collateral, in each case free and clear of all Liens whatsoever except the Permitted Encumbrances. The Mortgage, when properly recorded in the Official Records of Charlotte County, Florida, together with any UCC financing statements required to be filed or recorded in connection therewith, will create (i) valid, perfected first priority Liens on the Mortgaged Property and the rents therefrom, enforceable as such against creditors of and purchasers from Borrower and subject only to Permitted Encumbrances, and (ii) perfected Liens in and to all personalty, all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances. The Permitted Encumbrances do not and will not, individually or in the aggregate, result in a "Material Adverse Effect" or interfere with the value, or current or contemplated use or operation, of the Mortgaged Property, or the security intended to be provided by the Mortgage, the ability of the Mortgaged Property to generate net cash flow sufficient to service the Loan from and after Final Completion of the Project or the Borrower's ability to pay its obligations as and when they come due, including its ability to repay the Indebtedness in accordance with the terms of the Loan Documents. Except as insured over by a Title Policy, there are no claims for payment for work, labor or materials affecting the Mortgaged Property that are or may become a Lien prior to, or of equal priority with, the Liens created by the Loan Documents.

(b) Except as shown on the applicable Survey, all of the improvements on the Mortgaged Property lie, and upon Final Completion of the Project, will lie, wholly within the boundaries and building restriction lines of the Mortgaged Property, and no improvements on adjoining property encroach, or upon Final Completion, will encroach, upon the Mortgaged Property, and no easements or other encumbrances upon the Mortgaged Property encroach, or upon Substantial Completion, will encroach, upon any of the improvements, so as, in either case, to adversely affect the value, use or marketability of the Mortgaged Property, except those that are insured against by a Title Policy.

(c) Borrower has not received and has no actual knowledge of any other Person's receipt of notice from any insurance company or bonding company of any defects or inadequacies in the Mortgaged Property that would, alone or in the aggregate, adversely affect in any material respect the insurability of the same or cause the imposition of extraordinary premiums or charges thereon or of any termination or threatened termination of any policy of insurance or bond.

(d) No condemnation has been commenced or, to Borrower's knowledge, is contemplated or threatened with respect to all or any portion of the Mortgaged Property or for the relocation of roadways providing access to the Mortgaged Property.

(e) The Mortgaged Property has, or upon Substantial Completion will have, adequate rights of access to dedicated public ways (and makes no material use of any means of access or egress that is not pursuant to such dedicated public ways or recorded, irrevocable rights-of-way or easements) and is, or upon Substantial Completion will be, adequately served by all public utilities, including water and sewer (or well and septic), necessary to the intended use and enjoyment of the Mortgaged Property.

(f) There are no pending or, to Borrower's knowledge, proposed special or other assessments for public improvements or otherwise affecting the Property, nor will, to Borrower's knowledge, the contemplated Project on the Property result in such special or other assessments. No extension of time for assessment or payment by Borrower of any federal, state or local tax is in effect.

(g) Borrower has not suffered, permitted or initiated the joint assessment of the Property (i) with any other real property constituting a separate tax lot, or (ii) with any personal property, or any other procedure whereby the Lien of any real property taxes that may be levied against such other real property or personal property shall be assessed or levied or charged to the Property as a single Lien.

(h) No portion of the Property is part of a tax lot that also includes any real property that is not owned exclusively by Borrower.

(i) The uses being made of the Property are, and upon Final Completion, will be, in conformity in all material respects with, as applicable, the certificate of occupancy and/or Permits for the Property and any other restrictions, covenants or conditions affecting the Property.

(j) The Property is located in an area identified by the Federal Emergency Management Agency as Zone AE, and is covered by flood insurance meeting the requirements set forth in Section 5.09 hereof.

(k) No person other than the Borrower has any possessory interest in the Mortgaged Property or right to occupy the same except under and pursuant to the provisions of any lease. The Mortgaged Property is not subject to any ground lease, reciprocal easement agreement, restrictive covenant, condominium regime, or other encumbrance (other than Permitted Encumbrances).

Section 3.17. Hotel.

(a) No portion of the Mortgaged Property is subject to any franchise or leasing agreements.

(b) The Borrower maintains no agreement relating to the management or operation of the Hotel with any Person. From and after the Hotel Opening Date, Borrower intends to self-manage the Hotel and the Food and Beverage Component under the supervision of the Key Management Executives.

(c) From and after Final Completion of the Project and prior to the Hotel Opening Date, Borrower or a Qualified Hotel Manager will be the employer of all employees at the Hotel. Borrower is not party to any collective bargaining agreement pertaining to the Property and there is no union or any other organization of employees at the Property, or to Borrower's knowledge threats of strikes, work stoppages or any asserted pending demands for collective bargaining by any union or organization of employees. To Borrower's knowledge, there are no strikes, work stoppages, or demands for collective bargaining by any union or organization regarding the Property.

(d) From and after Final Completion of the Project and prior to the Hotel Opening Date, all Liquor Licenses required of Borrower for the legal use, occupancy and operation of the Food and Beverage Component have been obtained and are in full force and effect.

SECTION 4.

CONDITIONS OF LENDING

Section 4.01. Conditions Precedent to Closing. This Agreement shall become effective subject to the satisfaction (or waiver by the Lenders in accordance with Section 10.08 and by the Administrative Agent) of the following conditions precedent:

(a) Supporting Documents. The Administrative Agent and the Lenders shall have received, with respect to the Borrower, the Borrower Parent, the Guarantor and the Subsidiary Guarantors, in form and substance reasonably satisfactory to the Lenders:

(i) a certificate of the Secretary of State of the state of such entity's incorporation or formation, dated as of a recent date, as to the good standing of that entity (to the extent available in the applicable jurisdiction) and as to the charter documents on file in the office of such Secretary of State;

(ii) a certificate of the Secretary or an Assistant Secretary (or similar officer), of such entity dated the Closing Date and certifying (A) that attached thereto is a true and complete copy of the certificate of incorporation or formation and the by-laws or limited liability company or other operating agreement (as the case may be) of that entity as in effect on the date of such certification, (B) that attached thereto is a true and complete copy of resolutions adopted by the board of directors, board of managers or members of that entity authorizing the Borrowings hereunder, the execution, delivery and performance in accordance with their respective terms of this Agreement, the other Loan Documents and any other documents required or contemplated hereunder or thereunder, and the granting of the Liens contemplated hereby or the other Loan Documents (in each case to the extent applicable to such entity), (C) that the certificate of incorporation or formation of that entity has not been amended since the date of the last amendment thereto indicated on the certificate of the Secretary of State furnished pursuant to clause (i) above, and (D) as to the incumbency and specimen signature of each officer of that entity executing this Agreement and the Loan Documents or any other document delivered by it in connection herewith or therewith (such certificate to contain a certification by another officer of that entity as to the incumbency and signature of the officer signing the certificate referred to in this clause (ii)); and

(iii) an Officer's Certificate from each of the Borrower and the Guarantor certifying (A) as to the truth in all material respects of the representations and warranties made by it contained in the Loan Documents as though made on the Closing Date, except to the extent that any such representation or warranty relates to a specified date, in which case as of such date (provided that any representation or warranty that is qualified by materiality, "Material Adverse Change" or "Material Adverse Effect" shall be true and correct in all respects as of the applicable date, before and after giving effect to the

Transactions) and (B) as to the absence of any event occurring and continuing, or resulting from the Transactions, that constitutes an Event of Default.

(b) Representations and Warranties. All representations and warranties of the Borrower, the Borrower Parent and the Guarantor contained in this Agreement and the other Loan Documents executed and delivered on the Closing Date shall be true and correct in all material respects on and as of the Closing Date, before and after giving effect to the Transactions, as though made on and as of such date (except to the extent any such representation or warranty by its terms is made as of a different specified date, in which case as of such specified date); provided that any representation or warranty that is qualified by materiality, "Material Adverse Change" or "Material Adverse Effect" shall be true and correct in all respects, as though made on and as of the applicable date, before and after giving effect to the Transactions.

(c) No Default. On the Closing Date, no Default or Event of Default shall have occurred and be continuing nor shall any such Event of Default or Default, as the case may be, occur by reason of the making of the Loan and the application of proceeds thereof.

(d) Loan Agreements. Each party hereto shall have duly executed and delivered to the Administrative Agent this Agreement and the other Loan Documents to which it is a party.

(e) Payment of Fees and Expenses. All reasonable and documented out-of-pocket expenses of the Administrative Agent (including reasonable attorneys' fees) shall have been paid.

(f) Collateral. All actions necessary to establish that the Administrative Agent will have a perfected security interest in the Collateral (subject to any Permitted Encumbrances) (other than the Mortgaged Property and the other Collateral secured under the Mortgage) shall have been taken, including without limitation that the Borrower or the Borrower Parent shall have duly executed and delivered the Collateral Documents to the Administrative Agent, in form and substance reasonably acceptable to the Administrative Agent and all financing statements in

form and substance reasonably acceptable to the Administrative Agent, as may be required to grant, continue and maintain an enforceable security interest in the applicable Collateral (subject to the terms hereof and of the other Loan Documents) in accordance with the UCC as enacted in all relevant jurisdictions

(g) Opinions of Counsel. The Administrative Agent and the Lenders shall have received:

(i) a written opinion of Vedder Price P.C., special New York counsel to the Borrower, the Borrower Parent, the Guarantor and the Subsidiary Guarantors, dated the Closing Date, in form and substance reasonably satisfactory to the Administrative Agent and the Lenders;

(ii) a written opinion of Farr, Farr, Emerich, Hackett, Carr & Holmes, P.A., special Florida counsel to Borrower, the Borrower Parent and the Guarantor, dated the Closing Date, in form and substance reasonably satisfactory to the Administrative Agent and the Lenders; and

(iii) a written opinion of Wideikis, Benedict & Berntsson, special Florida zoning counsel to Borrower and the Guarantor with respect to zoning matters, dated the Closing Date, in form and substance reasonably satisfactory to the Administrative Agent and the Lenders.

(h) Patriot Act. The Lenders shall have received at least three (3) Business Days prior to the Closing Date (i) all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act, that such Lenders shall have requested from the Borrower or the Guarantor prior to such date and (ii) to the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, if any Lender has requested, in a written notice to the Borrower at least 10 days prior to the Closing Date, a Beneficial Ownership Certification in relation to the Borrower, such Beneficial Ownership Certification (provided that, upon the execution and delivery by such Lender of its signature page to this Agreement, the condition set forth in this clause (ii) shall be deemed to be satisfied).

(i) Financial Statements. The Borrower shall have delivered to the Administrative Agent copies of its unaudited financial statements for the period ending December 31,2020 and its unaudited financial statements for the periods ending on March 31, 2021 and June 30, 2021. The Guarantor shall have delivered to the Administrative Agent or filed with the SEC its 10-K report for the period ending on December 31, 2020 and its 10-Q reports for the periods ending on March 31, 2021 and June 30, 2021.

(j) Required Minimum Equity. The Borrower shall have contributed cash equity in the Project (inclusive of hard costs and soft costs) of not less than […***…] (exclusive of the cash equity contribution required pursuant to Section 4.02(j) hereof as a condition to the Initial Funding) and shall provide evidence thereof reasonably satisfactory to the Administrative Agent.

(k) Franchise Agreement. The Property shall not be subject to any franchise agreement with any party.

(l) Construction Consultant Report. The Administrative Agent shall have retained the Construction Consultant at the sole cost and expense of the Administrative Agent and the Administrative Agent shall have received a report from the Construction Consultant regarding construction, budget, schedule and technical matters pertaining to the Project, the Project Documents and the Plans and Specifications related thereto, in form, scope and substance reasonably satisfactory to the Administrative Agent.

(m) Project Budget. The Administrative Agent and the Construction Consultant shall have received a budget (as amended from time to time in accordance with the terms of the Disbursement Agreement, the "Project Budget") for all anticipated Project Costs (including Project Costs incurred prior to, as well as after, the Closing Date, including closing costs and interest and other scheduled payments hereunder, and a "contingency" line item) which includes a monthly drawdown schedule for Disbursements from the Disbursement Account necessary to achieve timely Final Completion on or before the Final Completion Deadline and such other information and supporting data as the Administrative Agent may reasonably require, together with a balanced statement of sources and uses of proceeds, broken down by line item, which

Project Budget, drawdown schedule and statement of sources and uses shall be reasonably satisfactory to the Administrative Agent (in consultation with the Construction Consultant).

(n) Project Schedule and Schedule of Key Dates. The Administrative Agent shall have received the Project Schedule (as amended from time to time in accordance with the terms of the Disbursement Agreement), including a monthly progress schedule and a schedule of key dates for construction and completion of the Project, each of which demonstrates that the Final Completion Date will occur on or before the Final Completion Deadline and which is otherwise reasonably satisfactory to the Administrative Agent (in consultation with the Construction Consultant).

(o) Appraisal. The Administrative Agent shall have received a copy of an Appraisal of the Property on an "as-is" basis and an "as-completed" basis, in each case acceptable to the Administrative Agent.

(p) Plans and Specifications. The Administrative Agent shall have received the Plans and Specifications (as amended from time to time in accordance with the terms of the Disbursement Agreement) as and to the extent in effect on the Closing Date, which shall be in form and substance reasonably satisfactory to the Administrative Agent (in consultation with the Construction Consultant).

Section 4.02. Conditions Precedent to Initial Funding. The obligation of the Lenders to make the Initial Loan is subject to, the satisfaction (or waiver by the Lenders in accordance with Section 10.08 and by the Administrative Agent) of the following conditions precedent and, with respect to the conditions precedent set forth in Sections 4.02(b), (c), (g), (h), (i) and (j) below, such conditions are satisfied or waived in accordance with Section 10.08 no later than 5:00 pm NYC time on the Business Day prior to the Initial Funding Date set forth in in Loan Request for the Initial Funding Date:

(a) Notice. The Administrative Agent shall have timely received a Loan Request pursuant to Section 2.02.

(b) Supporting Documents. The Administrative Agent shall have received, in form and substance reasonably satisfactory to the Administrative Agent, a certificate of no change with respect to the supporting documents delivered pursuant to Section 4.02(b) hereof and an Officer's Certificate from the Guarantor's chief financial officer certifying that the Borrower and the Guarantor, taken as a whole, are Solvent on the Initial Funding Date, before and after giving effect to the Initial Funding Date Transactions.

(c) Mortgaged Property; Title Policy.All actions necessary to establish that the Administrative Agent will have a perfected security interest in the Mortgaged Property (subject to any Permitted Encumbrances) shall have been taken, including without limitation, that the Borrower shall have submitted the Mortgage for recording in the appropriate land records in Charlotte County, Florida, and the Borrower shall have delivered evidence reasonably satisfactory to the Administrative Agent that any charges for mortgage recording tax, and all related expenses, if any, have been paid or will be paid contemporaneously with the Initial Loan (which may be from Loan proceeds) and that all mortgage tax and related affidavits, if any, have

been delivered to the Title Company. The Title Company shall have confirmed that, upon recording of the Mortgage, it is irrevocably committed to issue the Title Policy required hereunder to the Administrative Agent.

(d) Payment of Fees and Expenses. The Borrower shall have paid (i) the Fee to the Facility Manager, and (ii) all reasonable and documented out-of-pocket expenses of the Administrative Agent not paid pursuant to Section 4.01(e) and the Facility Manager (including reasonable attorneys' fees of Milbank LLP not to exceed […***…] and excluding the fees of the Construction Consultant and the cost of the Appraisal) for which invoices have been presented at least two Business Days prior to the Closing Date.

(e) Representations and Warranties. Each representation and warranty made by the

Borrower, the Guarantor and the Subsidiary Guarantors set forth in each Loan Document to which it is a party shall be true and correct in all material respects on and as of the date of such Borrowing with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which casesuch representations and warranties shall be true and correct in all material respects on and as of such earlier date; provided that, if a representation and warranty contains a materiality or Material Adverse Effect qualification, the materiality qualifier in this Section 4.02(b) shall be disregarded for purposes of such representation and warranty.

(f) No Default. At the time of and immediately after such Borrowing, no Event of Default or Default shall have occurred and be continuing.

(g) Material Agreements and Consents. The Administrative Agent shall have received true and correct copies of each of the Project Documents and the Plans and Specifications as in effect on the Initial Fund Date (including the Development Agreement and the Architectural Services Agreement (each in form and substance reasonably acceptable to the Administrative Agent)). The Administrative Agent shall have received true and correct copies of each Key Construction and Design Contract, and each such contract shall have been delivered to, and found reasonably acceptable by, the Administrative Agent. The Administrative Agent shall have received a fully executed consent to collateral assignment and agreement, in form and substance reasonably satisfactory to the Administrative Agent, from (i) each counterparty to the Development Agreement and the Architectural Services Agreement and (ii) such counterparties to Key Construction and Design Contracts as are specified in the Disbursement Agreement, each of which consents shall be in full force and effect on the Initial Funding Date.

(h) Insurance. The Borrower shall have insurance complying with the requirements of Section 5.09 in place and in full force and effect

(i) Utility Availability. The Borrower shall have delivered customary utility "will-serve" letters to the Administrative Agent or the Administrative Agent shall have received other evidence that all sewer, water, electrical, telephone and any other utility services necessary for the construction, operation and maintenance of the Mortgaged Property are available at the Mortgaged Property in adequate supply.

(j) Contribution. The Guarantor or an Affiliate of the Guarantor shall have funded the Disbursement Account with an amount not less than […***…] in cash.

(k) Accounts. Borrower shall have established the Borrower Account (as defined in the Disbursement Agreement) and the Construction Disbursement Account (as defined in the Disbursement Agreement), shall have delivered the Account Control Agreements required by Section 2 of the Disbursement Agreement, and shall have delivered legal opinions, in form reasonably acceptable to Administrative Agent addressing authority, due execution, and enforceability of the Account Control Agreements and perfection of the Administrative Agent's security interests in the bank accounts that are the subject of the Account Control Agreements.

The acceptance by the Borrower of the initial extension of credit hereunder shall be deemed to be a representation and warranty by the Borrower that the conditions specified in Section 4.01 and this Section 4.02 have been satisfied at that time.

Section 4.03. Conditions Precedent to Disbursements.

(a) Notice. The Administrative Agent shall have received a Loan Request in accordance with Section 2.01(a) hereof.

(b) Representations and Warranties. Each representation and warranty made by the Borrower, the Guarantor and the Subsidiary Guarantors set forth in each Loan Document to which it is a party shall be true and correct in all material respects on and as of the date of such Borrowing with the same effect as though made on and as of such date, exceptto the extent such representations and warranties expressly relate to an earlier date, in which casesuch representations and warranties shall be true and correct in all material respects on and as of such earlier date; provided that, if a representation and warranty contains a materiality or Material Adverse Effect qualification, the materiality qualifier in this Section 4.02(b) shall be disregarded for purposes of such representation and warranty.

(c) No Default. At the time of and immediately after such Borrowing, no Event of

Default or Default shall have occurred and be continuing.

SECTION 5.

AFFIRMATIVE COVENANTS

From the date hereof and for so long as the principal of or interest on any Loan is owing (or any other amount that is due and unpaid on the first date that none of the foregoing is in effect, outstanding or owing, respectively, is owing) to any Lender or the Administrative Agent hereunder:

Section 5.01. Financial Statements, Reports, etc. The Borrower shall deliver to the Administrative Agent on behalf of the Lenders:

(a) Within ninety (90) days after the end of each fiscal year, each of the Borrower's and the Guarantor's respective consolidated balance sheets and related statements of income and

cash flows, showing the financial condition of the Borrower and the Guarantor and its Subsidiaries, respectively, on a consolidated basis as of the close of such fiscal year and the results of their respective operations during such year, the consolidated statement of each of the Borrower and the Guarantor, to be audited in the case of the Guarantor only by independent public accountants of recognized national standing and to be accompanied by an opinion of such accountants (without any qualification or exception as to the scope of such audit and without a "going concern" qualification under GAAP as in effect on the date of this Agreement or, if there is a change in GAAP thereafter, any like qualification or exception under GAAP after giving effect to such change) to the effect that such consolidated financial statements fairly present in all material respects the financial condition and results of operations of the Borrower and the Guarantor and its Subsidiaries, respectively, on a consolidated basis in accordance with GAAP; provided that the foregoing delivery requirement with respect to the Guarantor shall be satisfied if the Guarantor shall have filed with the SEC its Annual Report on Form 10-K for such fiscal year, which is available to the public via EDGAR or any similar successor system;

(b) Within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year, each of the Borrower's and the Guarantor's consolidated balance sheets and related statements of income and cash flows, showing the financial condition of the Borrower and the Guarantor and its Subsidiaries, respectively, on a consolidated basis as of the close of such fiscal quarter and the results of their operations during such fiscal quarter and the then elapsed portion of the fiscal year, each certified by a Responsible Officer of the Borrower or the Guarantor, as applicable, as fairly presenting in all material respects the financial condition and results of operations of the Borrower and the Guarantor and its Subsidiaries, respectively, on a consolidated basis in accordance with GAAP, subject to normal year end audit adjustments and the absence of footnotes; provided that the foregoing delivery requirement shall be satisfied with respect to the Guarantor if the Guarantor shall have filed with the SEC its Quarterly Report on Form 10-Q for such fiscal quarter, which is available to the public via EDGAR or any similar successor system;

(c) Within the time period under Section 5.01(a) above, a certificate of a Responsible Officer of the Borrower certifying that, to the knowledge of such Responsible Officer, no Event of Default has occurred and is continuing, or, if, to the knowledge of such Responsible Officer, such an Event of Default has occurred and is continuing, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto;

(d) Within the time period under (a) or (b) of this Section 5.01 (as applicable), a certificate of a Responsible Officer demonstrating in reasonable detail compliance with Section 6.08 as of the end of the preceding fiscal quarter;

(e) Promptly after the occurrence thereof, written notice of the termination of a Plan of the Borrower pursuant to Section 4042 of ERISA to the extent such termination would constitute an Event of Default;

(f) So long as any Commitment or Loan is outstanding, promptly after the Chief Financial Officer or the Treasurer of the Borrower becoming aware of the occurrence of an Event of Default that is continuing, an Officer's Certificate specifying such Event of Default and what action the Guarantor and its Subsidiaries are taking or propose to take with respect thereto;

(g) Promptly, from time to time, such other information regarding the Collateral and nonconfidential information regarding the operations, business affairs and financial condition of the Borrower or the Guarantor, in each case as the Administrative Agent or any Lender, may reasonably request; and

(h) Prompt written notice of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in parts (c) or (d) of such certification.

Information required to be delivered pursuant to this Section 5.01 by the Borrower shall be delivered pursuant to Section 10.01 hereto. Information required to be delivered pursuant to this Section 5.01 (to the extent not made available as set forth above) shall be deemed to have been delivered to the Administrative Agent on the date on which the Borrower provides written notice to the Administrative Agent that such information has been posted on the Borrower's general commercial website on the Internet (to the extent such information has been posted or is available as described in such notice), as such website may be specified by the Borrower to the Administrative Agent from time to time. Information required to be delivered pursuant to this Section 5.01 shall be in a format which is suitable for transmission.

Any notice or other communication delivered pursuant to this Section 5.01, or otherwise pursuant to this Agreement, shall be deemed to contain material non-public information unless (i) expressly marked by the Borrower or the Guarantor as "PUBLIC", (ii) such notice or communication consists of copies of the Guarantor's public filings with the SEC or (iii) such notice or communication has been posted on the Guarantor's general commercial website on the Internet, as such website may be specified by the Borrower to the Administrative Agent from time to time.

Section 5.02. Taxes. The Borrower, the Guarantor and the Guarantor's Subsidiaries shall timely pay, and cause each of its Subsidiaries to pay, all Taxes, assessments, and governmental levies, other than Taxes, assessments and levies (i) being contested in good faith by appropriate proceedings and (ii) the failure to effect such payment of which are not reasonably be expected to have a Material Adverse Effect on the Borrower.

Section 5.03. Stay, Extension and Usury Laws. Each of the Borrower, the Guarantor and the Subsidiary Guarantors covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Agreement; and the Borrower, the Guarantor and the Subsidiary Guarantors (to the extent that it may lawfully do so) hereby expressly waive all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Administrative Agent, but will suffer and permit the execution of every such power as though no such law has been enacted.

Section 5.04. Corporate Existence. Except as otherwise set forth in Section 6.03(b), each of the Borrower, the Guarantor and the Subsidiary Guarantors shall do or cause to be done all things reasonably necessary to preserve and keep in full force and effect:

(1) its corporate existence, in accordance with the respective organizational documents (as the same may be amended from time to time) of the Borrower, the Guarantor and the Subsidiary Guarantors; and

(2) the rights (charter and statutory) and material franchises of the Borrower, the Guarantor and the Subsidiary Guarantors.

For the avoidance of doubt, this Section 5.04 shall not prohibit any actions permitted by Section

6.02(b) hereof.

Section 5.05. Compliance with Laws, Material Contracts and Permits.

(a) Each of the Borrower and the Guarantor shall comply, and the Guarantor shall cause each of its Subsidiaries to comply, with all applicable laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where such noncompliance, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. Each of the Borrower and the Guarantor will maintain in effect policies and procedures intended to ensure compliance by the Borrower, the Guarantor and the Guarantor's Subsidiaries and, when acting in such capacity, their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions; and

(b) The Borrower will comply, duly and promptly, with its respective obligations and enforce all of its respective rights under all Material Contracts, except where the failure to so comply or enforce could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) The Borrower will from time to time obtain,maintain, retain, observe, keep in full force and effect and diligently comply with the terms, conditions and provisions of all Permits as necessary under applicable laws, except, with respect to any such Permit, to the extent the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.06. Designation of Restricted and Unrestricted Subsidiaries.

(a) The Board of Directors of the Guarantor may designate any Restricted Subsidiary of it to be an Unrestricted Subsidiary; provided that such designation will be permitted only if no Default or Event of Default would be in existence following such designation. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Guarantor and its Restricted Subsidiaries in the Subsidiary designated as an Unrestricted Subsidiary will be deemed to be an Investment made as of the time of the designation. That designation will be permitted only if the Investment would be permitted at that time under Section 6.01 and if the Restricted Subsidiary otherwise meets the definition of an "Unrestricted Subsidiary."

(b) The Board of Directors of the Guarantor may at any time designate any Unrestricted Subsidiary except the Borrower or the Borrower Parent to be a Restricted Subsidiary of the Guarantor; provided that such designation will be permitted only if no Default or Event of Default would be in existence following such designation.

Section 5.07. [Reserved].

Section 5.08. Development Agreement.

(a) At all times until Final Completion of the Project, (i) the Affiliate Developer (acting under the supervision and management of the Key Development Executives) or (ii) another Qualified Developer shall be responsible for supervising and managing the construction and development of the Project. At all times until Final Completion of the Project, the Development Agreement, or any replacement thereof entered into in accordance with the provisions of this Agreement, shall remain in full force and effect. Any Development Agreement shall be subordinate to the Liens of the Mortgage and all of Administrative Agents and Lenders' rights with respect to the Mortgaged Property.

(b) So long as (i) no Event of Default has occurred and is continuing, (ii) the Development Agreement remains in full force and effect, (iii) Developer has not committed fraud, gross negligence or willful misconduct, (iv) Developer is not in material default of any of Developer's obligations under the Development Agreement and (v) Developer is not the subject of a Bankruptcy Event, then Borrower may make payments to Developer of the fees due to Developer not exceeding the Development Fee Cap pursuant to the terms of the Development Agreement and the Project Budget, as and when such fees are due and payable to Developer.

(c) Administrative Agent shall have the right to cause Borrower to terminate any Development Agreement and replace the applicable counterparty thereunder with a Qualified Developer that is not an Affiliate of Borrower and is otherwise satisfactory to Administrative Agent, if any of the following shall occur: (i) an Event of Default has occurred and is continuing and the Loan has been accelerated by the Administrative Agent, (ii) a Bankruptcy Event shall

occur with respect to the applicable Developer, or (iii) if the Affiliate Developer is the Developer, no Key Development Executive continues to be responsible for the supervision and management of the Affiliate Developer and no substitute Key Development Executive is appointed by Borrower (subject to Lenders' consent, not to be unreasonably withheld) for a period of forty-five (45) days. Borrower shall have the right to terminate the Development Agreement in accordance with its terms, provided that: (A) Borrower shall provide Administrative Agent prior written notice of such termination, (B) following such termination, Borrower shall engage a Qualified Developer pursuant to a Development Agreement that complies with the terms hereof and is otherwise in a form satisfactory to Administrative Agent in all respects, and (C) such Qualified Developer and Borrower execute and deliver to Administrative Agent an Assignment and Subordination with respect to such replacement Development Agreement.

Section 5.09. Insurance. The Borrower shall, and the Guarantor shall cause itself and each Restricted Subsidiary to:

(a) Keep its material insurable properties adequately insured in all material respects at all times by financially sound and reputable insurers to such extent and against such risks, including fire and other risks insured against by extended coverage, as is customary with companies in the same or similar businesses operating in the same or similar locations.

(b) Without limiting the generality of Section 5.09(a) above, the Borrower shall maintain the insurance coverages required pursuant to Schedule 5.09 hereof.

(c) Notwithstanding anything to the contrary contained herein, in the event that the Borrower fails to provide the Administrative Agent with evidence reasonably satisfactory to the Administrative Agent of the insurance coverage required by this Agreement, the Administrative Agent may, following three (3) Business Days' notice to Borrower, purchase such insurance at the Borrower's expense to protect the Administrative Agent's and the Lenders' interest in the Mortgaged Property and other Collateral. Such insurance may, but need not, protect the Borrower's interest in the Mortgaged Property or the other Collateral. The coverages that the Administrative Agent purchases may not pay any claim that the Borrower or any Affiliate makes or any claim that is made against the Borrower or any Affiliate in connection with the Mortgaged Property or the other Collateral. The Borrower may later cancel any insurance purchased by the Administrative Agent, but only after providing the Administrative Agent with evidence reasonably satisfactory to the Administrative Agent that the Borrower has obtained the insurance required by this Agreement. If the Administrative Agent purchases insurance for the Mortgaged Property and/or the other Collateral, the Borrower will be responsible for the costs of that insurance, including interest at the Interest Rate described in this Agreement and any other charges imposed by the Administrative Agent in connection with the placement of insurance, until the effective date of the cancellation or expiration of such insurance. The costs of the insurance may, at the Administrative Agent's discretion, be added to the Borrower's total principal obligations owing to the Administrative Agent and the Lenders, and in any event shall be secured by the Liens on the Mortgaged Property and the other Collateral created by the Loan Documents. It is understood and agreed that the costs of insurance obtained by the Administrative Agent may be more than the costs of insurance that the Borrower may be able to obtain on its own

(d) If any portion of any Mortgaged Property is located in an area identified at any time by the Federal Emergency Management Agency (or any successor agency) as an area having special flood hazards and in which flood insurance has been made available under the Flood Act, then the Borrower shall maintain with a financially sound and reputable insurer, flood insurance in an amount sufficient to comply with all applicable rules and regulations promulgated pursuant to such Flood Act, and shall otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended from time to time.

Section 5.10. Mortgaged Property. The Administrative Agent shall have received the following on or prior to the Closing Date or at such time as otherwise expressly set forth below:

(a) a Mortgage encumbering the Mortgaged Property in favor of the Administrative Agent, for the benefit of the Secured Parties, duly executed and acknowledged by the Borrower, and otherwise in form for recording in the recording office of each applicable political

subdivision where the Mortgaged Property is situated, together with such certificates, affidavits, questionnaires or returns as shall be required in connection with the recording or filing thereof to create a lien under applicable requirements of law, and such financing statements and any other instruments necessary to grant a mortgage lien under the laws of any applicable jurisdiction, all of which shall be in form and substance reasonably satisfactory to the Administrative Agent;

(b) with respect to the Mortgaged Property, such consents, approvals, amendments, supplements, estoppels, tenant subordination agreements or other instruments as necessary to consummate the transactions contemplated by the Loan Documents or as shall reasonably be deemed necessary by the Administrative Agent in order for the owner or holder of the fee interest constituting the Mortgaged Property to grant the Lien contemplated by the Mortgage with respect to the Mortgaged Property and the owner thereof;

(c) with respect to the Mortgage, either a bringdown of an existing title policy or a loan policy of title insurance (or marked up title insurance commitment having the effect of a loan policy of title insurance) insuring the Lien of the Mortgage as a valid first mortgage Lien on the Mortgaged Property and fixtures described therein in the amount reasonably acceptable to the Administrative Agent (not to exceed the maximum Loan amount), which policy (or such marked-up commitment) (each, a "Title Policy") shall (A) be issued by Old Republic National Title Insurance Company as lead insurer and with Stewart Title Guaranty Company as co-insurer as to 50% of the Title Policy amount pursuant to ALTA Endorsement 23-06 (Co-Insurance - Single Policy), (B) to the extent necessary and available, include such reinsurance arrangements (with provisions for direct access, if necessary) as shall be reasonably acceptable to the Administrative Agent, (C) contain a "tie-in" or "cluster" endorsement, if available under applicable law (i.e., policies which insure against losses regardless of location or allocated value of the insured property up to a stated maximum coverage amount), (D) have been supplemented by such endorsements (or where such endorsements are not available, other documentation reasonably acceptable to the Administrative Agent) as shall be reasonably requested by the Administrative Agent (including endorsements on matters relating to usury, first loss, zoning, contiguity, revolving credit, doing business, non-imputation, public road access, survey, variable rate, environmental lien, subdivision, mortgage recording tax, separate tax lot, revolving credit, and so-called comprehensive coverage over covenants and restrictions); provided that to the extent that any such endorsement(s) or other documentation cannot be issued or is not available due to the state or condition of the Mortgaged Property, and such state or condition existed on the Closing Date and such state or condition does not materially and adversely affect the use or the value of the Mortgaged Property for the business of the Borrower and its Affiliates, the Borrower shall have no obligation to procure such endorsement or other documentation, and (E) contain no exceptions to title other than Permitted Encumbrances and other exceptions reasonably acceptable to the Administrative Agent or a datedown endorsement on the existing Title Policy for each existing Mortgage;

(d) with respect to the Mortgaged Property, such affidavits, certificates, information (including financial data) and instruments of indemnification (including a so-called "gap" indemnification) as shall be required to induce the Title Company to issue the title policy/ies and endorsements contemplated above;

(e) evidence reasonably acceptable to the Administrative Agent of payment by the Borrower of all title policy premiums, search and examination charges, escrow charges and related charges, mortgage recording taxes, fees, charges, costs and expenses required for the recording of the Mortgages and issuance of the title policies referred to above;

(f) with respect to the Mortgaged Property, copies of all leases, if any, in which the Borrower or any Unrestricted Subsidiary of the Guarantor holds the lessor's interest or other agreements relating to possessory interests if any. To the extent any of the foregoing leases affect the Mortgaged Property, such leases shall (x) be subordinate to the Lien of the Mortgage to be recorded against the Mortgaged Property, either expressly by its terms or pursuant to a subordination, non-disturbance and attornment agreement in form and substance reasonably acceptable to the Administrative Agent, with respect to which the Borrower or its applicable

Subsidiary shall have used its commercially reasonable efforts to obtain and (y) shall otherwise be reasonably acceptable to the Administrative Agent, provided that, if the Administrative Agent fails to notify the Borrower of rejection of the lease within 10 Business Days from receipt of the lease, the lease shall be deemed to have been reasonably accepted by the Administrative Agent;

(g) (x) Surveys with respect to the Mortgaged Property; provided that, if the Borrower is able to obtain a "no change" affidavit acceptable to the Title Company to enable it to issue a Title Policy removing all exceptions which would otherwise have been raised by the Title Company as a result of the absence of a new Survey for the Mortgaged Property, and issuing all survey related endorsements and coverages, then a new Survey shall not be requested and (y) following completion of the Project, an "as-built" Survey as required by the terms of the Disbursement Agreement;

(h) a completed Federal Emergency Management Agency Standard Flood Hazard Determination with respect to the Mortgaged Property; and

(i) if required by the Title Company to issue the Title Policy, fully executed progress or final lien releases, as applicable, in customary form acceptable to the Title Company from any person having mechanics' lien or similar rights in existence on the Closing Date.

Section 5.11. Additional Grantors; Collateral.

(a) If the Borrower acquires any property or assets after the Closing Date, the Borrower shall, in each case at its own expense, (A) promptly execute and deliver (or the Borrower shall cause any Unrestricted Subsidiary the Borrower owns or controls to execute and deliver) to the Administrative Agent such documents and take such actions to create, grant, establish, preserve and perfect the first priority Liens (subject to Permitted Encumbrances) in favor of the Administrative Agent for the benefit of the Secured Parties on such assets of the Borrower or such Unrestricted Subsidiary, as applicable, to secure the Obligations to the extent required under the applicable Collateral Documents or reasonably requested by the Administrative Agent, and to ensure that such Collateral shall be subject to no other Liens other than Permitted Encumbrances and (B) if reasonably requested by the Administrative Agent with respect to property or assets with aggregate value in excess of […***…], deliver to the Administrative Agent, for the benefit of the Secured Parties, a written opinion of counsel (which counsel shall be reasonably satisfactory to the Administrative Agent) to the Borrower with

respect to the matters described in clause (A) hereof, in each case within twenty (20) Business Days after the addition of such Collateral and in form and substance reasonably satisfactory to the Administrative Agent.

Section 5.12. Access to Books and Records.

(a) The Borrower and the Guarantor will make and keep books, records and accounts in which full, true and correct entries in conformity with GAAP are made of all financial dealings and transactions in relation to its business and activities, including, without limitation, an accurate and fair reflection of the transactions and dispositions of the assets of the Borrower and the Guarantor.

(b) The Borrower and the Guarantor will permit, to the extent not prohibited by applicable law or contractual obligations, any representatives designated by the Administrative Agent or any Governmental Authority that is authorized to supervise or regulate the operations of a Lender, as designated by such Lender, upon reasonable prior written notice and, so long as no Event of Default has occurred and is continuing, at no out-of-pocket cost to the Borrower and the Guarantor, to (x) visit and inspect the assets and the properties of the Borrower and the Guarantor, subject to safety and regulatory restrictions, (y) examine its books and records, and (z) discuss its nonconfidential affairs, finances and condition with its officers and independent accountants, all at such reasonable times during normal business hours and as often as reasonably requested (it being understood that a representative of the Borrower will be present) subject to any restrictions in any applicable Collateral Document; provided that if an Event of Default has occurred and is continuing (but not otherwise), the Borrower and the Guarantor shall be responsible for the reasonable costs and expenses of any visits of the Administrative Agent and the Lenders, acting together (but not separately); provided, further, that with respect to the property of the Borrower and the Guarantor and matters relating thereto, the rights of Administrative Agent and the Lenders under this Section 5.12 shall, subject to the inspection provisions of the applicable Collateral Documents, be limited to the following: upon the request of the Administrative Agent, the applicable Grantor will permit the Administrative Agent or any of its agents or representatives, at reasonable times and intervals without unreasonable

of its agents or representatives, at reasonable times and intervals without unreasonable duplication and upon reasonable prior notice, to (x) visit during normal business hours its offices, sites and properties and (y) inspect any documents relating to (i) the existence of such property, (ii) the condition of such property, and (iii) the validity, perfection and priority of any Liens on such property, and to discuss such matters with its officers, except to the extent the disclosure of any such document or any such discussion would result in the applicable Grantor's violation of its contractual or legal obligations, in all cases without unreasonable interference with construction or operations on the Borrower's properties. All confidential or proprietary information obtained in connection with any such visit, inspection or discussion shall be held confidential by the Administrative Agent and each agent or representative thereof and shall not be furnished or disclosed by any of them to anyone other than their respective bank examiners, auditors, accountants, agents and legal counsel, and except as may be required by any court or administrative agency or by any statute, rule, regulation or order of any Governmental Authority.

Section 5.13. Further Assurances. Each of the Borrower and the Guarantor covenants and agrees with each Lender that until the Termination Date the Borrower and the Guarantor will:

(a) From time to time duly authorize, execute and deliver, or cause to be duly authorized, executed and delivered, such additional instruments, certificates, financing statements, agreements or documents, and take all reasonable actions (including filing UCC and other financing statements but subject to the limitations set forth in the Collateral Documents), as the Administrative Agent may reasonably request, for the purposes of perfecting the rights of the Administrative Agent and the Secured Parties with respect to the Collateral (or with respect to any additions thereto or replacements or proceeds or products thereof or with respect to any other property or assets hereafter acquired by the Borrower which may be deemed to be part of the Collateral) pursuant hereto or thereto. Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, nothing in this Agreement or any other Loan Document shall require the Borrower to make any filings or take any actions to record or to perfect any security interest in (i) (A) any intellectual property other than in the United States Copyright Office or United States Patent and Trademark Office or (B) any non-United States intellectual property or (ii) any property subject to a certificate of title, in each case other than any UCC financing statements.

(b) With respect to any assets acquired by the Borrower after the Closing Date of the type constituting Collateral and as to which the Administrative Agent, for the benefit of the Secured Parties, does not have a perfected first priority (subject only to Permitted Encumbrances) security interest, within 30 days following such acquisition (or such longer period as to which the Administrative Agent may consent), (x) execute and deliver to the Administrative Agent such amendments to the applicable Collateral Document as the Administrative Agent reasonably deems necessary to grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in such assets and (y) take all commercially reasonable actions necessary and reasonably requested by the Administrative Agent to grant to, or continue on behalf of, the Administrative Agent, for the benefit of the Secured Parties, a perfected first priority security interest in such assets (subject only to Permitted Encumbrances), including the filing of UCC financing statements in such jurisdictions as may be required by the applicable Collateral Document or as may be reasonably requested by the Administrative Agent.

Section 5.14. Ownership of Property. The Borrower will (a) use commercially reasonable efforts to maintain, preserve and protect all of its properties and equipment necessary in the operation of its business in good working order and condition (ordinary wear and tear excepted) and (b) make all necessary repairs thereto and renewals and replacements thereof, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 5.15. Maintenance of Corporate Separateness. The Borrower shall not make any payment to a creditor of the Guarantor or any Restricted Subsidiary in respect of any liability of the Guarantor or any Restricted Subsidiary (except to the extent of Investments permitted hereunder).

Section 5.16. Management of Mortgaged Property and Hotel.

(a) The Hotel shall be managed at all times by (i) Borrower (but only so long as Key Management Executives are responsible for day-to-day operation and management of the Hotel and Food and Beverage Component) or (b) (i) with respect to the Hotel, a Qualified Hotel Manager and (ii) with respect to the Food and Beverage Component, a Qualified F&B Manager, in either case, pursuant to an Approved Hotel Management Agreement. Pursuant to an Assignment and Subordination with respect to each Approved Hotel Management Agreement, Qualified Hotel Manager or Qualified F&B Manager, as applicable, shall agree that the Approved Hotel Management Agreement and all fees thereunder (including any incentive fees) are subject and subordinate to the Indebtedness of the Loan and the Lien of the Mortgage. Borrower may from time to time appoint a Qualified Hotel Manager to manage the Hotel or a Qualified F&B Manager to manage the Food and Beverage Component, as applicable, pursuant to an Approved Hotel Management Agreement, provided that (i) no Event of Default is continuing, (ii) Administrative Agent receives at least 60 days' prior written notice of same, and (iii) such successor manager shall execute and deliver to Agent for Agent's benefit an Assignment and Subordination of such Hotel Management Agreement in form and substance reasonably satisfactory to Administrative Agent. Borrower shall not rebrand or permit any Qualified Hotel Manager to rebrand the Hotel without the consent of Administrative Agent, not to be unreasonably withheld, conditioned or delayed. Any franchisor or franchise agreement for any Property that is not a component of an Approved Hotel Management Agreement shall be subject to the consent of Administrative Agent, not be unreasonably withheld, conditioned or delayed (except that Administrative Agent may require a reserve in the amount of any required work under a property improvement plan or the equivalent), and the delivery to the Administrative Agent of a franchisor comfort letter reasonably satisfactory to Agent. The per annum fees of any Qualified Hotel Manager (including any incentive fees) shall not, at any time, exceed the Maximum Management Fee.

(b) Borrower shall, and shall cause any Qualified Hotel Manager (including any successor Qualified Hotel Manager) and any Qualified F&B Manager to maintain at all times worker's compensation insurance as required by Governmental Authorities.

(c) Borrower shall promptly notify the Administrative Agent in writing if any Key Management Executive is no longer responsible for day-to-day operation and management of the Hotel and the Food and Beverage Component, as applicable. Borrower shall promptly notify the Administrative Agent in writing of any monetary or material non-monetary default of Borrower or any Qualified Hotel Manager or Qualified F&B Manager under any Approved Hotel Management Agreement, after the expiration of any applicable cure periods, of which Borrower has actual knowledge. The Administrative Agent shall have the right, after reasonable notice to Borrower and in accordance with the Assignment and Subordination of such Approved Hotel Management Agreement, to cure defaults of Borrower under the Approved Hotel Management Agreement. Any out-of-pocket expenses incurred by the Administrative Agent and/or Lender to cure any such default shall constitute a part of the Indebtedness and shall be due from Borrower upon demand by the Administrative Agent.

(d) (i) Following the occurrence and during the continuance of an Event of Default and following the acceleration of the Loan by the Administrative Agent (or automatically pursuant to the terms hereof); or (ii) during the continuance of a material default by any Qualified Hotel Manager under any Approved Hotel Management Agreement (after the

expiration of any applicable notice and/or cure periods), or (iii) if any Qualified Hotel Manager or Qualified F&B Manager, as applicable, files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for such Qualified Hotel Manager's or Qualified F&B Manager's, assets or such Qualified Hotel Manager or Qualified F&B Manager, as applicable, makes an assignment for the benefit of creditors, or if such Qualified Hotel Manager or Qualified F&B Manager, as applicable, is adjudicated insolvent, then, in any such case, the Administrative Agent may, in its sole discretion, terminate or require Borrower to terminate any Approved Hotel Management Agreement and engage another Qualified Hotel Manager or Qualified F&B Manager, as applicable, selected by the Administrative Agent to serve as replacement Qualified Hotel Manager or Qualified F&B Manager, as applicable, pursuant to an Approved Hotel Management Agreement in form and substance acceptable to the Administrative Agent. During the period that Borrower is self-managing the Hotel or the Food and Beverage Component, as

the period that Borrower is self-managing the Hotel or the Food and Beverage Component, as applicable, if no Event of Default has occurred and is continuing and no Key Management Executives are continuing to manage the day-to-day operations of the Hotel and/or Food and Beverage Component as a result of the termination, death or incapacitation of such Key Executives, as applicable, and no substitute Key Development Executive is appointed by Borrower (subject to the Administrative Agent's consent not to be unreasonably withheld) within a period of forty-five (45) days, the Administrative Agent may, in its sole discretion, require Borrower to (A) engage another Qualified Hotel Manager selected by the Borrower to serve as replacement Qualified Hotel Manager and manage the Hotel and/or (B) engage another Qualified F&B Manager selected by the Borrower to serve as replacement manager of the Food and Beverage Component, in each case, pursuant to an Approved Hotel Management Agreement in form and substance reasonably acceptable to the Administrative Agent.

(e) In the event that any Approved Hotel Management Agreement is scheduled to expire at any time during the term of the Loan, Borrower shall submit to the Administrative Agent by no later than 60 days prior to such expiration a draft replacement management agreement for approval in accordance with the terms and conditions hereof. Borrower's failure to submit the same within such time-frame shall, at the Administrative Agent's option, constitute an immediate Event of Default.

Section 5.17. Cleansing. Promptly following the Closing Date, and in any event no later than four (4) Business Days thereafter, the Guarantor shall publicly disclose the financing contemplated by this Agreement in form and substance reasonably satisfactory to the Administrative Agent so that neither the Public Lenders nor the Facility Manager shall have MNPI with respect thereto.

SECTION 6.

NEGATIVE COVENANTS

From the date hereof and for so long as the principal of or interest on any Loan is owing (or any other amount that is due and unpaid on the first date that none of the foregoing is in effect, outstanding or owing, respectively, is owing) to any Lender or the Administrative Agent hereunder:

Section 6.01. Restricted Payments.

(a) The Guarantor. The Guarantor will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any other payment or distribution on account of the Guarantor's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Guarantor or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Guarantor's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than (A) dividends, distributions or payments payable in Qualifying Equity Interests or in the case of preferred stock of the Guarantor, an increase in the liquidation value thereof and (B) dividends, distributions or payments payable to the Guarantor or a Restricted Subsidiary of the Guarantor);

(ii) purchase, redeem or otherwise acquire or retire for value any Equity Interests of the Guarantor;

(iii) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value (collectively for purposes of this clause (iii), a "purchase") any Indebtedness of the Guarantor that is contractually subordinated to the Obligations (excluding any intercompany Indebtedness between or among the Guarantor and any of its Restricted Subsidiaries); or

(iv) make any Restricted Investment (including any Guarantee of any Indebtedness of any Unrestricted Subsidiary of the Guarantor),

(all such payments and other actions set forth in these clauses (i) through (iv) above being collectively referred to as "Restricted Payments"),

unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default has occurred and is continuing as of such

time;

(2) at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter periods, the Fixed Charge Coverage Ratio of the Guarantor would not be less than […***…];

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Guarantor and its Restricted Subsidiaries since the Closing Date and together with Restricted Investments outstanding at the time of giving effect to such Restricted Payment (excluding, in each case, Restricted Payments permitted by clauses (ii) through (xvi) of Section 6.01(b) hereof), is less than the sum, without duplication, of:

(A) 50% of the Consolidated Net Income of the Guarantor for the period (taken as one accounting period) from October 1, 2018 to the end of

the Guarantor's most recently ended fiscal quarter for which financial statements are available at the time of such Restricted Payment; plus

(B) 100% of the aggregate net cash proceeds and the Fair Market Value of non-cash consideration received by the Guarantor since February 5, 2019 as a contribution to its common equity capital or from the issue or sale of Qualifying Equity Interests (other than Qualifying Equity Interests sold to a Subsidiary of the Guarantor and excluding Excluded Contributions); plus

(C) 100% of the aggregate net cash proceeds and the Fair Market Value of non-cash consideration received by the Guarantor or a Restricted Subsidiary of the Guarantor from the issue or sale of convertible or exchangeable Disqualified Stock of the Guarantor or a Restricted Subsidiary of the Guarantor or convertible or exchangeable debt securities of the Guarantor or a Restricted Subsidiary of the Guarantor (regardless of when issued or sold) or in connection with the conversion or exchange thereof, in each case that have been converted into or exchanged since the Closing Date for Qualifying Equity Interests (other than Qualifying Equity Interests and convertible or exchangeable Disqualified Stock or debt securities sold to a Subsidiary of the Guarantor); plus

(D) to the extent that any Restricted Investment that was made after the Closing Date is (i) sold for cash or otherwise cancelled, liquidated or repaid for cash or (ii) made in an entity that subsequently becomes a Restricted Subsidiary of the Guarantor, the initial amount of such Restricted Investment (or, if less, the amount of cash received upon repayment or sale); plus

(E) to the extent that any Unrestricted Subsidiary of the Guarantor designated as such after the Closing Date is redesignated as a Restricted Subsidiary after the Closing Date, the greater of (i) the Fair Market Value of the Guarantor's Restricted Investment in such Subsidiary as of the date of such redesignation or (ii) such Fair Market Value as of the date on which such Subsidiary was originally designated as an Unrestricted Subsidiary after the Closing Date; plus

(F) 100% of any dividends received in cash by the Guarantor or a Restricted Subsidiary of the Guarantor after the Closing Date from the Borrower or an Unrestricted Subsidiary of the Guarantor, to the extent that such dividends were not otherwise included in the Consolidated Net Income of the Guarantor for such period.

(b) The provisions of Section 6.01(a) hereof will not prohibit:

(i) so long as no Event of Default has occurred and is continuing as of such time, the declaration and payment of any regularly scheduled dividend payable to the

holders of the Guarantor's common stock, provided that the aggregate amount of such dividends for any four consecutive fiscal quarters shall not exceed the lesser of (A) […***…] and (B) […***…] of the Guarantor's Consolidated EBITDA for the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Guarantor have been or are required to be delivered (the parties recognizing and agreeing that the Guarantor's $.70 per share per quarter cash dividend in effect prior to suspension due to the COVID-19 pandemic is, and shall be upon resumption, a regularly scheduled dividend);

(ii) the payment of any dividend or distribution or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or distribution or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the provisions of this Agreement;

(iii) the making of any Restricted Payment in exchange for, or out of or with the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Guarantor) of, Qualifying Equity Interests or from the substantially concurrent contribution of common equity capital to the Guarantor; provided that the amount of any such net cash proceeds that are utilized for any such Restricted Payment will not be considered to be net proceeds of Qualifying Equity Interests for purposes of clause (a)(2)(B) of Section 6.01 hereof and will not be considered to be Excluded Contributions;

(iv) the payment of any dividend (or, in the case of any partnership or limited liability company, any similar distribution), distribution or payment by a Restricted Subsidiary of the Guarantor to the holders of its Equity Interests on a pro rata basis;

(v) the repurchase, redemption, defeasance or other acquisition or retirement for value of Indebtedness of the Guarantor that is contractually subordinated to the Obligations with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness;

(vi) the repurchase, redemption, acquisition or retirement for value of any Equity Interests of the Guarantor or any Restricted Subsidiary of the Guarantor held by any current or former officer, director, consultant or employee (or their estates or beneficiaries of their estates) of the Guarantor or any of its Restricted Subsidiaries pursuant to any management equity plan or equity subscription agreement, stock option agreement, shareholders' agreement or similar agreement; provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests may not exceed […***…] in any 12-month period; provided further that the Guarantor or any of its Restricted Subsidiaries may carry over and make in subsequent 12-month periods, in addition to the amounts permitted for such 12-month period, up to […***…] of unutilized capacity under this clause (vi) attributable to the immediately preceding twelve-month period;

(vii) the repurchase of Equity Interests or other securities deemed to occur upon (A) the exercise of stock options, warrants or other securities convertible or exchangeable into Equity Interests or any other securities, to the extent such Equity Interests or other securities represent a portion of the exercise price of those stock options, warrants or other securities convertible or exchangeable into Equity Interests or any other securities or (B) the withholding of a portion of Equity Interests issued to employees and other participants under an equity compensation program of the Guarantor or its Subsidiaries to cover withholding tax obligations of such persons in respect of such issuance or upon the vesting of such Equity Interests;

(viii) so long as no Event of Default has occurred and is continuing, the declaration and payment of regularly scheduled or accrued dividends, distributions or

payments to holders of any class or series of Disqualified Stock or subordinated debt of the Guarantor or any preferred stock of any Restricted Subsidiary of the Guarantor, in each case either outstanding on the Closing Date or issued on or after the Closing Date in accordance with Section 6.02 hereof;

(ix) payments of cash, dividends, distributions, advances, common stock or other Restricted Payments by the Guarantor or any of its Restricted Subsidiaries to allow the payment of cash in lieu of the issuance of fractional shares upon (A) the exercise of options or warrants, (B) the conversion or exchange of Capital Stock of any such Person, (C) a distribution or split or (D) the conversion or exchange of Indebtedness or hybrid securities into Capital Stock of any such Person;

(x) the declaration and payment of dividends to holders of any class or series of Disqualified Stock of the Guarantor or any Disqualified Stock or preferred stock of any Restricted Subsidiary of the Guarantor to the extent such dividends are included in the definition of "Fixed Charges" for such Person;

(xi) Restricted Payments made with Excluded Contributions;

(xii) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to the Guarantor or any of its Restricted Subsidiaries by, any Unrestricted Subsidiary;

(xiii) so long as no Event of Default has occurred and is continuing, other Restricted Payments in an aggregate amount not to exceed […***…], such aggregate amount to be calculated from and after the Closing Date;

(xiv) any Restricted Payment if, after giving pro forma effect thereto and to the incurrence of any Indebtedness the net proceeds of which are used to finance such Restricted Payment, the Consolidated Total Leverage Ratio would be no greater than […***…];

(xv) the payment of any amounts in respect of any restricted stock units or other instruments or rights whose value is based in whole or in part on the value of any Equity Interests issued to any directors, officers or employees of the Guarantor or any Restricted Subsidiary of the Guarantor;

(xvi) so long as no Event of Default has occurred and is continuing, Restricted Payments (A) made to purchase or redeem Equity Interests of the Guarantor or (B) consisting of payments in respect of any Indebtedness (whether for purchase or prepayment thereof or otherwise); and

(xvii) Restricted Investments in an aggregate amount which do not exceed […***…].

In the case of any Restricted Payment that is not cash, the amount of such non-cash Restricted Payment will be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Guarantor or such Restricted Subsidiary of the Guarantor, as the case may be, pursuant to the Restricted Payment. The Fair Market Value of any assets or securities that are required to be valued pursuant to this Section 6.01 shall be determined by an Officer of the Guarantor and, if greater than […***…], set forth in an Officer's Certificate delivered to the Administrative Agent.

(c) The Borrower. The Borrower shall not:

(i) declare or pay any dividend or make any other payment or distribution on account of the Borrower's Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Borrower) or to the direct or indirect holders of the Borrower's Equity Interests in their capacity as such (other than (A) dividends, distributions or payments payable in Qualifying Equity Interests or in the case of preferred stock of the Borrower, an increase in the liquidation value thereof and (B) dividends, distributions or payments payable to the Borrower or any Unrestricted Subsidiary);

(ii) purchase, redeem or otherwise acquire or retire for value any Equity Interests of the Borrower; or

(iii) make any payment on or with respect to, or purchase, redeem, defease or

otherwise acquire or retire for value (collectively for purposes of this clause (iii), a "purchase") any Indebtedness of the Borrower (other than Permitted Debt) that is contractually subordinated to the Obligations (excluding any intercompany Indebtedness between or among the Borrower and any Unrestricted Subsidiary).

Section 6.02. Incurrence of Indebtedness and Issuance of Preferred Stock.

(a) Each of the Borrower and the Guarantor shall not, and the Guarantor shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness, and the Guarantor shall not issue any Disqualified Stock.

(b) The provisions of Section 6.02(a) hereof shall not prohibit the incurrence of any of the following items of Indebtedness by (x) the Guarantor or any Restricted Subsidiary with respect to the Indebtedness set forth in subclauses (i) through (xxiii), inclusive, below or (y) the Borrower with respect to the Indebtedness set forth in subclauses (i) and (xxiv) through (xxvi),

inclusive, below (as applicable to the Guarantor, the Borrower or such Restricted Subsidiary, collectively, "Permitted Debt"):

(i) the incurrence by the Borrower and the Guarantors of the Loans and Guarantees in the maximum aggregate principal amount provided for herein and any Permitted Refinancing Indebtedness that is incurred to renew, refund, refinance, replace, defease, extend or discharge any Indebtedness incurred pursuant to this clause (i);

(ii) the incurrence by the Guarantor or any of its Restricted Subsidiaries of the Existing Indebtedness;

(iii) the incurrence by the Guarantor or any of its Restricted Subsidiaries of Capital Lease Obligations, mortgage financings or purchase money obligations incurred to finance (or to reimburse the Guarantor or any of its Restricted Subsidiaries for) all or any part of the purchase price or installation or improvement of any Aircraft Asset used in the business of the Guarantor or any of its Restricted Subsidiaries or leased by third parties, which Indebtedness is incurred within one (1) year from the date of such purchase or installation or improvement unless otherwise permitted by clause (xxv) hereof; provided that no junior liens shall be permitted on any such aircraft or aircraft engines unless otherwise permitted by clause (xxv) hereof;

(iv) the incurrence by the Guarantor or any of its Restricted Subsidiaries of additional Indebtedness in an aggregate consolidated (i.e. without duplication) principal amount (or accreted value, as applicable), including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, extend, defease or discharge any Indebtedness incurred pursuant to this clause (iv), not to exceed […***…], at any time outstanding; provided that no more than […***…] of such aggregate principal amount shall constitute secured Indebtedness;

(v) the incurrence by the Guarantor or any of its Restricted Subsidiaries of any new secured Indebtedness, so long as (A) no Event of Default shall have occurred and be continuing or would result from giving effect to such secured Indebtedness, and (B) if, after giving effect to such secured Indebtedness, (x) the First Lien Leverage Ratio would be no greater than […***…] or (y) the First Lien Leverage Ratio would be greater than […***…], then the aggregate initial outstanding amount of such new Secured Indebtedness that would cause the First Lien Leverage Ratio to exceed […***…] shall not exceed […***…];

(vi) the incurrence by the Guarantor or any of its Restricted Subsidiaries of additional Indebtedness that is secured by a junior Lien on the TLB Collateral (whether or not the Term Loan B Facility remains outstanding) and expressly contractually subordinated to the prior payment in full in cash of the Indebtedness secured by the TLB Collateral, so long as the Secured Leverage Ratio would be no greater than […***…] after such additional Indebtedness is incurred;

(vii) the incurrence by the Guarantor or any of its Restricted Subsidiaries of additional Indebtedness that is unsecured, so long as the Fixed Charge Coverage Ratio would be no less than […***…] after such additional Indebtedness is incurred;

(viii) the incurrence by the Guarantor or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, extend, defease or discharge any Indebtedness (other than intercompany Indebtedness) that was permitted to be incurred under this Section 6.02(b);

(ix) the incurrence by the Guarantor of intercompany Indebtedness between or among the Guarantor and/or any of its Restricted Subsidiaries; provided that any such intercompany Indebtedness owed to a Restricted Subsidiary shall be subordinated to the Obligations;

(x) the issuance by any Restricted Subsidiaries of the Guarantor to the Guarantor or to any of its Restricted Subsidiaries of shares of preferred stock;

(xi) the incurrence by the Guarantor or any of its Restricted Subsidiaries of Hedging Obligations in the ordinary course of business and not for speculative purposes;

(xii) the Guarantee (including by way of co-obligation or assumption) by the Guarantor or any Restricted Subsidiary of the Guarantor of Indebtedness of the Guarantor or a Restricted Subsidiary of the Guarantor to the extent that the guaranteed Indebtedness was permitted to be incurred by another provision of this Section 6.02; provided that if the Indebtedness being guaranteed is subordinated to or pari passu with the Loan, then the Guarantee must be subordinated or pari passu, as applicable, to the same extent as the Indebtedness guaranteed or assumed;

(xiii) the incurrence by the Guarantor or any of its Restricted Subsidiaries of Indebtedness or reimbursement obligations in respect of workers' compensation claims, self-insurance obligations (including reinsurance), bankers' acceptances, performance bonds and surety bonds in the ordinary course of business (including without limitation in respect of customs obligations, landing fees, taxes, airport charges, overfly rights and any other obligations to airport and governmental authorities);

(xiv) the incurrence by the Guarantor or any of its Restricted Subsidiaries of Indebtedness in respect of any overdrafts and related liabilities arising from treasury, depository and cash management services or in connection with any automated clearing house transfers of funds;

(xv) Indebtedness (A) constituting credit support or financing from aircraft or engine manufacturers or their affiliates; (B) incurred to finance or refinance Aircraft Assets (including, without limitation, to reimburse the Guarantor or any of its Restricted Subsidiaries for the acquisition cost of any of the foregoing, to finance any pre-delivery, progress or similar payment or pursuant to a sale and lease-back) (whether in advance of or at any time following any acquisition of items being financed, and whether such indebtedness is unsecured in whole or in part or is secured by such items or by other

items or by any combination); provided that the principal amount of such Indebtedness incurred in reliance on subsection (B) of this clause (xv), at the time of incurrence of such Indebtedness, may exceed the aggregate incurred and anticipated costs to finance acquisition of the item or items being financed by such Indebtedness (calculated at the time of incurrence of such Indebtedness and determined in good faith by an officer of the Guarantor or Restricted Subsidiary, as applicable, (including reasonable estimates of anticipated costs) and calculated to include, without limitation, purchase price, fees, expenses, repayment of any pre-delivery financing and related interest expense (whether or not capitalized) and premium (if any), delivery and late charges and other costs associated with such acquisition (as so calculated, for purposes of this proviso, the "financing costs")) but, if such principal amount exceeds such financing costs, it may not exceed the aggregate Fair Market Value of the item or items securing such Indebtedness

exceed the aggregate Fair Market Value of the item or items securing such Indebtedness (which Fair Market Value may, at the time of an advance commitment, be determined to be the Fair Market Value at the time of such commitment or (at the option of the Guarantor or such Restricted Subsidiary) the Fair Market Value projected for the time of incurrence of such Indebtedness); (C) incurred as permitted under Section 6.02(b)(iii) hereof or (D) constituting letters of credit in lieu of security deposits and maintenance reserves in connection with any Indebtedness or operating lease associated with an Aircraft Asset;

(xvi) Indebtedness issued to current or former directors, consultants, managers, officers and employees and their spouses or estates (a) to purchase or redeem Capital Stock of the Guarantor issued to such director, consultant, manager, officer or employee in an aggregate principal amount not to exceed […***…] in any twelve-month period or (b) pursuant to any deferred compensation plan approved by the Board of Directors of the Guarantor;

(xvii) reimbursement obligations in respect of standby or documentary letters of credit or banker's acceptances;

(xviii) surety and appeal bonds that do not secure judgments that constitute an Event of Default;

(xix) Indebtedness of the Guarantor or any of its Restricted Subsidiaries to credit card, travel charge or clearing house processors in connection with credit card processing, travel charge or clearing house services incurred in the ordinary course of business, whether in the form of hold-backs or otherwise;

(xx) the incurrence of Indebtedness of the Guarantor or any of its Restricted Subsidiaries owed to one or more Persons in connection with the financing of insurance premiums in the ordinary course of business;

(xxi) credit card purchases of fuel;

(xxii) Indebtedness arising from agreements of the Guarantor or any of its Restricted Subsidiaries providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred or assumed in connection with the acquisition

or disposition of any business, assets or a Subsidiary; provided that, in the case of a disposition, the maximum assumable liability in respect of all such Indebtedness shall at no time exceed the gross proceeds, including non-cash proceeds (the Fair Market Value of such non-cash proceeds being measured at the time received and without giving effect to any subsequent changes in value) actually received by the Guarantor or any of its Restricted Subsidiaries in connection with such disposition;

(xxiii) Indebtedness of the Guarantor or any of its Restricted Subsidiaries consisting of take-or-pay or like obligations contained in supply, maintenance, repair, power-by-the-hour, overhaul or like agreements entered into in the ordinary course of business;

(xxiv) Indebtedness expressly contemplated by the Project Budget;

(xxv) Indebtedness arising from customary equipment financing which is secured by such equipment and not secured by the Collateral; and

(xxvi) customary trade accounts payables incurred in the ordinary course of business, excluding payments to be made by the Borrower to suppliers or vendors for costs and expenses in accordance with the Project Budget so long as such Indebtedness does not at any time exceed […***…] of the principal amount of the Loans outstanding in the aggregate.

For the avoidance of doubt, "Permitted Debt" shall expressly exclude Indebtedness obtained by Guarantor or any Restricted Subsidiary that constitutes "mezzanine" Indebtedness or preferred equity investments that is primarily secured by a direct or indirect interest in Borrower or the Project.

Section 6.03. Fundamental Changes.

(a) The Borrower shall not enter into any transaction of merger or consolidation, or

liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution), or convey, sell, lease or sub-lease (as lessor sublessor), exchange, transfer or otherwise dispose of, in one transaction or a series of transactions, all or any part of its business, assets or property of any kind whatsoever, whether real, person or mixed and whether tangible or intangible, whether now owned or hereafter acquired.

(b) None of the Guarantor, Allegiant Air, LLC, Sunrise Asset Management, LLC nor, except as otherwise approved or waived under the Term Loan B Facility, any other Restricted Subsidiary (whichever is applicable, the "Subject Company") shall directly or indirectly: (i) consolidate or merge with or into another Person (whether or not such Subject Company is the surviving corporation) or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Subject Company and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either:

(A) the Subject Company is the surviving corporation; or

(B) the Person formed by or surviving any such consolidation or merger (if other than the Subject Company) or to which such sale, assignment, transfer, conveyance or other disposition has been made is an entity organized or existing under the laws of the United States, any state of the United States or the District of Columbia; and, if such entity is not a corporation, a co-obligor of the Loans is a corporation organized or existing under any such laws;

(2) the Person formed by or surviving any such consolidation or merger (if other than the Subject Company), or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made, assumes all the obligations of the Subject Company under the Loan Documents by operation of law (if the surviving Person is the Guarantor) or pursuant to agreements reasonably satisfactory to the Administrative Agent;

(3) immediately after such transaction, no Event of Default exists; and

(4) the Subject Company shall have delivered to the Administrative Agent an Officer's Certificate stating that such consolidation, merger or transfer complies with this Agreement.

In addition, a Subject Company will not, directly or indirectly, lease all or substantially all of the properties and assets of such Subject Company and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to any other Person.

(c) Section 6.03(b) shall not apply to any sale, assignment, transfer, conveyance, lease or other disposition of assets between or among the Guarantor and its Restricted Subsidiaries.

(d) Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the properties or assets of any Subject Company in a transaction that is subject to, and that complies with the provisions of, Section 6.03(a), the successor Person formed by such consolidation or into or with which such Subject Company is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, the provisions of this Agreement referring to such Subject Company shall refer instead to the successor Person and not to such Subject Company), and may exercise every right and power of such Subject Company under this Agreement with the same effect as if such successor Person had been named as such Subject Company herein; provided, however, that the predecessor Subject Company, if applicable, shall not be relieved from the obligation to pay the principal of, and interest, if any, on the Loan except in the case of a sale of all of such Subject Company's assets in a transaction that is subject to, and that complies with the provisions of, Section 6.03(a) hereof.

Section 6.04. Dispositions. The Borrower will not make any Disposition without the prior written consent of the Administrative Agent including, without limitation, of the

Borrower's membership interests in the Developer. The Guarantor will not, and will not permit any of its Restricted Subsidiaries to, make any Disposition, except for Permitted Dispositions.

Section 6.05. Transactions with Affiliates.

(a) The Borrower will not make payments of amounts constituting the Loans to any Affiliate of the Guarantor except (x) to the Developer of (A) the Developer Fee (not to exceed the Development Fee Cap) and (B) Project Costs in accordance with the Loan Documents, to the extent of amounts due and payable from the Developer to contractors, design professionals and other third parties for the development, construction and design of the Project and (y) to the Guarantor in reimbursement of Project Costs funded by Guarantor in advance of Disbursements being made to Borrower or the applicable vendor for such Project Costs under the Disbursement Agreement, except for the Initial Loan amounts.

(b) The Borrower will not make other payments to the Guarantor or Affiliates of the Guarantor except on terms that are intrinsically fair, commercially reasonable, reasonably consistent with the purposes of executing Borrower's business plan with respect to the operation of the Hotel, and not entered into with the intent to circumvent the restrictions on distributions set forth in Section 6.01(c)(i) hereof..

(c) The Guarantor will not, and will not permit any of its Restricted Subsidiaries to, make any payment to or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Guarantor (each an "Affiliate Transaction") involving aggregate payments or consideration in excess of […***…], unless:

(i) the Affiliate Transaction is on terms that are not materially less favorable to the Guarantor or the relevant Restricted Subsidiary (taking into account all effects the Guarantor or such Restricted Subsidiary expects to result from such transaction whether tangible or intangible) than those that would have been obtained in a comparable transaction by the Guarantor or such Restricted Subsidiary with an unrelated Person; and

(ii) The Guarantor delivers to the Administrative Agent:

(A) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of […***…], an Officer's Certificate certifying that such Affiliate Transaction complies with clause (i) of this Section 6.05(a); and

(B) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of […***…], an opinion as to the fairness to the Guarantor or such Restricted Subsidiary of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing.

(d) The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of Section 6.05(a) hereof:

(1) Subject to Section 6.12(b), any employment agreement, confidentiality agreement, non-competition agreement, incentive plan, employee stock option agreement, long-term incentive plan, profit sharing plan, employee benefit plan, officer or director indemnification agreement or any similar arrangement entered into by the Guarantor or any of its Restricted Subsidiaries in the ordinary course of business and payments pursuant thereto;

(2) transactions between or among the Guarantor and/or its Restricted Subsidiaries (including without limitation in connection with any full or partial

"spin-off" or similar transactions);

(3) transactions with a Person that is an Affiliate of the Guarantor solely because the Guarantor owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person;

(4) payment of fees, compensation, reimbursements of expenses (pursuant to indemnity arrangements or otherwise) and reasonable and customary indemnities provided to or on behalf of officers, directors, employees or consultants of the Guarantor or any of its Restricted Subsidiaries;

(5) any issuance of Qualifying Equity Interests to Affiliates of the Guarantor or any increase in the liquidation preference of preferred stock of the Guarantor;

(6) transactions with customers, clients, suppliers or purchasers or sellers of goods or services in the ordinary course of business or transactions with joint ventures, alliances, alliance members or Unrestricted Subsidiaries entered into in the ordinary course of business;

(7) loans or advances to employees, directors and contractors in the ordinary course of business not to exceed […***…] in the aggregate at any one time outstanding;

(8) transactions pursuant to agreements or arrangements in effect on the Closing Date or any amendment, modification or supplement thereto or replacement thereof and any payments made or performance under any agreement as in effect on the Closing Date or any amendment, replacement, extension or renewal thereof (so long as such agreement as so amended, replaced, extended or renewed is not materially less advantageous, taken as a whole, to the Lenders than the original agreement as in effect on the Closing Date);

(9) transactions between or among the Guarantor and/or its Subsidiaries;

(10) any purchase by the Guarantor's Affiliates of Indebtedness of the Guarantor or any of its Restricted Subsidiaries, the majority of which Indebtedness is offered to Persons who are not Affiliates of the Guarantor;

(11) transactions between the Guarantor or any of its Restricted Subsidiaries and any employee labor union or other employee group of the Guarantor or such Restricted Subsidiary provided such transactions are not otherwise prohibited by this Agreement; and

(12) transactions with captive insurance companies of the Guarantor or any of its Restricted Subsidiaries.

Section 6.06. Liens. The Guarantor will not, directly or indirectly, create, incur, assume or suffer to exist any Lien (other than Permitted Liens) on any asset or property of the Guarantor or any Restricted Subsidiary, or any income or profits therefrom, or assign or convey any right to receive income therefrom. The Borrower will not, directly or indirectly, create, incur, assume or suffer to exist any Lien (except Permitted Encumbrances) on any asset or property of the Borrower or any of its Subsidiaries, or any income or profits therefrom, or assign or convey any right to receive income therefrom.

Section 6.07. Business Activities. The Borrower will not engage in any business other than the Project. The Guarantor will not, and will not permit any of its Restricted Subsidiaries to, engage in any business other than Permitted Businesses, except to such extent as would not be material to the Guarantor and its Restricted Subsidiaries taken as a whole.

Section 6.08. Consolidated Total Leverage Ratio; Liquidity.

(a) The Guarantor will not permit the Consolidated Total Leverage Ratio at the close of business on the last day of each March, June, September and December to exceed […***…].

(b) The Guarantor will not permit the aggregate amount of Liquidity at the close of business on the last day of each March, June, September and December to be less than […***…].

Section 6.09. Use of Proceeds. The Borrower will not facilitate any activities, business

or transaction of or with any Sanctioned Person, or in any Sanctioned Country (except to the extent permitted under applicable Sanctions), or (C) in any other manner that would result in the violation of any Sanctions by any party to this Agreement, including any Lender.

Section 6.10. Franchise Agreement.

(a) The Borrower will not franchise or rebrand the Hotel without the consent of the Administrative Agent. The Administrative Agent may withhold such consent (a) in its sole discretion if such franchising or rebranding is with a third-party that is unaffiliated with the Guarantor and (b) in its reasonable discretion if such franchising or rebranding is with an affiliate of the Guarantor.

(b) If the Administrative Agent consents as provided in Section 6.10(a) above and the Borrower enters into an approved franchise or rebranding agreement after the Closing Date, the relevant franchisor shall execute and deliver a "comfort letter" on customary terms that are reasonably acceptable to the Administrative Agent including, without limitation, that (i) no fee (or funding of reserves, as applicable) shall be payable to the Administrative Agent upon any

termination or assumption of such franchise or rebrand agreement in connection with any enforcement of the Loan Documents and (ii) the Administrative Agent shall receive prompt written notice of any default of the Borrower under such franchise or rebrand agreement; provided that, the Borrower shall have ten (10) days to cure any such default

(c) The Borrower shall not terminate, amend or otherwise modify any franchise or rebrand agreement entered into in accordance with this Section 6.10 without the prior written consent of the Administrative Agent.

Section 6.11. Development Agreement. In no event shall the fees payable to Developer exceed the Development Fee Cap. Borrower shall not modify, supplement, alter or amend the Development Agreement without the prior written consent of Administrative Agent (provided no Event of Default is continuing).

Section 6.12. Employment Matters.

(a) The Borrower shall pay its own liabilities and expenses with respect to employees, including the salaries of its own employees, out of its own funds and assets, and shall maintain a sufficient number of employees in light of its contemplated business operations.

(b) Except as otherwise required by applicable law, the Borrower shall not enter into or otherwise permit the Mortgaged Property to be affected by any collective bargaining agreements or similar employment agreements, without the prior written consent of the Administrative Agent, not to be unreasonably withheld. In the event that any legal requirement requires the Borrower to enter into any such agreement (or negotiations concerning the same), the Borrower shall promptly provide written notice to the Administrative Agent upon a Responsible Officer's knowledge of such legal requirement and the Borrower shall consult with the Administrative Agent with respect to the Borrower's action or inaction in connection therewith. The Borrower shall not take or permit any action that would trigger a withdrawal liability to any Plan or Benefit Plan.

(c) Regardless of who is the employer of the employees at the Hotel, Borrower shall ensure that none of Qualified Hotel Manager and Qualified F&B Manager, Borrower or such employer shall terminate (or permit the termination of) any employees at the Hotel (including the Food and Beverage Component) without the prior written consent of the Administrative Agent if such termination would trigger any liability under the WARN Act.

SECTION 7.

EVENTS OF DEFAULT

Section 7.01. Events of Default. In the case of the happening of any of the following events and the continuance thereof beyond the applicable grace period if any (each, an "Event of Default"):

(a) any representation or warranty made by the Borrower, the Borrower Parent or the Guarantor in this Agreement or in any other Loan Document to which it is a party shall prove to have been false or incorrect in any material respect when made, and such representation or

warranty, to the extent capable of being corrected, is not corrected within ten (10) Business Days after the earlier of (A) a Responsible Officer of the Borrower, the Borrower Parent or the Guarantor obtaining knowledge of such default or (B) receipt by the Borrower of notice from the Administrative Agent of such default; provided that that the inaccuracy of any representation or warranty contained only in the Disbursement Agreement shall constitute an Event of Default hereunder only to the extent such inaccuracy constitutes a Disbursement Agreement Event of Default; or

(b) default shall be made in the payment of (i) any principal of the Loans when due; or (ii) any interest on the Loans or any Fees and such default shall continue unremedied for more than five (5) Business Days; or (iii) any other amount payable hereunder when due and such default shall continue unremedied for more than ten (10) Business Days after receipt of written notice by the Borrower from the Administrative Agent of the default in making such payment when due; provided that the failure to pay any amount due under the Disbursement Agreement (and not otherwise due hereunder) shall constitute an Event of Default hereunder only to the extent such failure to pay constitutes a Disbursement Agreement Event of Default; or

(c) default shall be made by the Borrower, the Borrower Parent or the Guarantor in the due observance of any covenant in Section 5.01(f), Section 5.04(1) or Section 6; or

(d) default shall be made by the Borrower or the Guarantor in the due observance or performance of any other covenant, condition or agreement to be observed or performed by it pursuant to the terms of this Agreement or any of the other Loan Documents and such default shall continue unremedied for more than thirty (30) days after the earlier of (y) the receipt of written notice by Borrower from the Administrative Agent of such default and (z) the day on which a Responsible Officer of the Borrower or the Guarantor obtains actual knowledge thereof; or

(e) (A) any material provision of any Loan Document to which the Borrower, the Borrower Parent or the Guarantor is a party ceases to be a valid and binding obligation of the Borrower or Guarantor for a period of fifteen (15) consecutive days after the Borrower receives written notice thereof from the Administrative Agent, or (B) the Lien on any material portion of the Collateral intended to be created by the Loan Documents shall cease to be or shall not be a valid and perfected Lien having the priorities contemplated hereby or thereby (subject to Permitted Liens and except as permitted by the terms of this Agreement or the Collateral Documents or other than as a result of the action, delay or inaction of the Administrative Agent) for a period of fifteen (15) consecutive days after the Borrower receives written notice thereof from the Administrative Agent; or

(f) the Borrower, the Borrower Parent or the Guarantor:

(1) commences a voluntary case under any Bankruptcy Law,

(2) consents to the entry of an order for relief against it in an involuntary case under any Bankruptcy Law,

(3) consents to the appointment of a custodian of it or for all or substantially all of its property,

(4) makes a general assignment for the benefit of its creditors, or

(5) admits in writing its inability generally to pay its debts; or

(g) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(1) is for relief against the Borrower, the Borrower Parent, the Guarantor or any group of Restricted Subsidiaries of the Guarantor that, taken together, would constitute a Significant Subsidiary in an involuntary case;

(2) appoints a custodian of the Borrower, the Borrower Parent, the

Guarantor or any group of Restricted Subsidiaries of the Guarantor that, taken together, would constitute a Significant Subsidiary; or

(3) orders the liquidation of the Borrower, the Borrower Parent, the Guarantor or any group of Restricted Subsidiaries of the Guarantor that, taken together, would constitute a Significant Subsidiary;

and in each case the order or decree remains unstayed and in effect for sixty (60) consecutive days; or

(h) failure by the Borrower, the Guarantor or any Restricted Subsidiary of the Guarantor to pay final judgments entered by a court or courts of competent jurisdiction aggregating in excess of […***…] (determined net of amounts covered by insurance policies issued by creditworthy insurance companies or by third party indemnities or a combination thereof), which judgments are not paid, discharged, bonded, satisfied or stayed for a period of sixty (60) days; or

(i) (1) the Guarantor or any Restricted Subsidiary shall default in the performance of any obligation relating to Material Indebtedness and any applicable grace periods shall have expired and any applicable notice requirements shall have been complied with, and as a result of such default the holder or holders of such Material Indebtedness or any trustee or agent on behalf of such holder or holders shall have caused such Material Indebtedness to become due prior to its scheduled final maturity date or (2) the Guarantor or any Restricted Subsidiary shall default in the payment of the outstanding principal amount due on the scheduled final maturity date of any Indebtedness outstanding under one or more agreements of the Guarantor or a Restricted Subsidiary, any applicable grace periods shall have expired and any applicable notice requirements shall have been complied with and such failure to make payment when due shall be continuing for a period of more than five (5) consecutive Business Days following the applicable scheduled final maturity date thereunder, in an aggregate principal amount at any single time unpaid exceeding […***…]; or

(j) a termination of a Plan of the Borrower or the Guarantor pursuant to Section 4042 of ERISA that would reasonably be expected to result in a Material Adverse Effect; or

(k) a Change of Control has occurred;

(l) any Disbursement Agreement Event of Default shall have occurred and be continuing after the expiration of all applicable notice and cure periods provided for therein, if any; or

(m) any License Revocation Event occurs, and such event is not cured within 40 days after the occurrence of such License Revocation Event, provided that such breach shall not be an Event of Default if such breach is not reasonably susceptible of cure within such 40-day period if Borrower is diligently pursuing a cure of such breach, and in such case, such period shall be extended to a maximum period of 100 days in the aggregate.

then, and in every such event and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders, the Administrative Agent shall, by written notice to the Borrower, take one or more of the following actions, at the same or different times:

(i) terminate forthwith the Commitments;

(ii) declare the Loans or any portion thereof then outstanding to be forthwith due and payable, whereupon the principal of the Loans and other Obligations together with accrued interest thereon, any Applicable Premium and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower and the Guarantor, anything contained herein or in any other Loan Document to the contrary notwithstanding;

(iii) set-off amounts in any accounts (other than accounts held in trust for an identified beneficiary) maintained with the Administrative Agent (or any of its affiliates) and apply such amounts to the obligations of the Borrower and the Guarantor hereunder and in the other Loan Documents; and

(iv) exercise any and all remedies under the Loan Documents and under applicable law available to the Administrative Agent and the Lenders.

In case of any event with respect to the Borrower or the Guarantor described in clause (f) or (g) of this Section 7.01, the actions and events described in clauses (i), (ii) and (iii) above shall be required or taken automatically, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and the Guarantor. Any payment received as a result of the exercise of remedies hereunder shall be applied in accordance with Section 2.15(b).

SECTION 8.

THE ADMINISTRATIVE AGENT AND THE FACILITY MANAGER

Section 8.01. Administration by Administrative Agent.

(a) Each of the Lenders hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

(b) Each of the Lenders hereby authorizes the Administrative Agent, in its sole discretion:

(i) in connection with the sale or other disposition of any asset that is part of the Collateral of the Borrower or any other Grantor, as the case may be, to the extent permitted by the terms of this Agreement, to release a Lien granted to the Administrative Agent, for the benefit of the Secured Parties, on such asset;

(ii) to determine that the cost to the Borrower or any other Grantor, as the case may be, is disproportionate to the benefit to be realized by the Secured Parties by perfecting a Lien in a given asset or group of assets included in the Collateral and that the Borrower or such other Grantor, as the case may be, should not be required to perfect such Lien in favor of the Administrative Agent, for the benefit of the Secured Parties;

(iii) to enter into the other Loan Documents on terms acceptable to the Administrative Agent and to perform its respective obligations thereunder;

(iv) to execute any documents or instruments necessary to release the Guarantor from the guarantees provided herein pursuant to the Payment Guaranty and the Carry and Completion Guaranty**Error! Reference source not found.**; and

(v) to enter into any other agreements reasonably satisfactory to the Administrative Agent granting Liens to the Administrative Agent, for the benefit of the Secured Parties, on any assets of the Borrower or any other Grantor to secure the Obligations.

Section 8.02. Rights of Administrative Agent. Any institution serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Administrative Agent, and such bank and its respective Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate of the Borrower as if it were not an Administrative Agent hereunder. The permissive rights of the Administrative Agent to do things enumerated in this Agreement shall not be construed as a duty and, with respect to such permissive rights, the Administrative Agent shall not be answerable for other than its gross negligence or willful misconduct.

Section 8.03. Liability of Agents.

(a) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein. The Administrative Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Administrative Agent and shall have no duty to know or inquire as to the

performance or nonperformance of any provision of any other agreement, instrument, or document other than this Agreement. Neither the Administrative Agent nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the parties, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. Without limiting the generality of the foregoing, (i) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether an Event of Default has occurred and is continuing, (ii) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.08), (iii) except as expressly set forth herein, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower, the Guarantor or any of the Guarantor's Subsidiaries that is communicated to or obtained by the institution serving as an Administrative Agent or any of its Affiliates in any capacity and (iv) the Administrative Agent will not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt, any action that may be in violation of the automatic stay under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect. The Administrative Agent shall not be liable for any action taken or not taken by it in good faith with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.08) or in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Event of Default unless and until written notice thereof is given to a Responsible Officer of the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for, or have any duty to ascertain or inquire into, (A) any statement, warranty or representation made in or in connection with this Agreement, (B) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (C) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein, (D) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document, or (E) the satisfaction of any condition set forth in Section 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(b) The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

(c) The Administrative Agent may perform any and all of its duties and exercise its rights and powers by or through any one or more sub-agents appointed by it. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers through its Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection the Administrative Agent's activities hereunder.

(d) Nothing in this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder. The Administrative Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the

under the obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of the Required Lenders, pursuant to the provisions of this Agreement, unless the Required Lenders shall have offered to the Administrative Agent security or indemnity (satisfactory to the Administrative Agent in its sole and absolute discretion) against the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction.

(e) The Administrative Agent shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of the assets, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto.

(f) Notwithstanding anything else to the contrary herein, whenever reference is made in this Agreement to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Administrative Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Administrative Agent, it is understood that in all cases the Administrative Agent shall be fully justified in failing or refusing to take any such action under this Agreement if it shall not have received written instructions in accordance with this Agreement. This provision is intended solely for the benefit of the Administrative Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.

Section 8.04. Reimbursement and Indemnification. Each Lender agrees (a) to reimburse on demand the Administrative Agent for such Lender's Aggregate Exposure Percentage of any expenses and fees incurred for the benefit of the Lenders under this Agreement and any of the Loan Documents, including, without limitation, counsel fees and compensation of agents and employees paid for services rendered on behalf of the Lenders, and any other expense incurred in connection with the operations or enforcement thereof, not reimbursed by the Borrower or the Guarantor and (b) to indemnify and hold harmless the Administrative Agent and any of its Related Parties, on demand, in the amount equal to such Lender's Aggregate Exposure Percentage, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against it or any of them in any way relating

to or arising out of this Agreement or any of the Loan Documents or any action taken or omitted by it or any of them under this Agreement or any of the Loan Documents to the extent not reimbursed by the Borrower or the Guarantor (except such as shall result from its gross negligence or willful misconduct).

Section 8.05. Successor Agents. Subject to the appointment and acceptance of a successor agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders and the Borrower. Upon any such resignation by the Administrative Agent, the Required Lenders shall have the right, with the consent (provided no Event of Default or Default has occurred and is continuing) of the Borrower (such consent not to be unreasonably withheld or delayed), to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, with the consent (provided no Event of Default or Default has occurred or is continuing) of the Borrower (such consent not to be unreasonably withheld or delayed), appoint a successor Administrative Agent which shall be a bank institution with an office in New York, New York, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as an Administrative Agent.

Section 8.06. Independent Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will

analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder. Any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Administrative Agent is a party, will be and become the successor Administrative Agent under this Agreement and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 8.07. Advances and Payments.

(a) On the date of each Loan, the Administrative Agent shall be authorized (but not obligated) to advance, for the account of each of the Lenders, the amount of the Loan to be made by it in accordance with its Commitment hereunder. Should the Administrative Agent do so, each of the Lenders agrees forthwith to reimburse the Administrative Agent in immediately

available funds for the amount so advanced on its behalf by the Administrative Agent, together with interest at the Federal Funds Effective Rate if not so reimbursed on the date due from and including such date but not including the date of reimbursement.

(b) Any amounts received by the Administrative Agent in connection with this Agreement (other than amounts to which the Administrative Agent is entitled pursuant to Sections 2.17, 8.04 and 10.04), the application of which is not otherwise provided for in this Agreement, shall be applied in accordance with Section 2.15(b). All amounts to be paid to a Lender by the Administrative Agent shall be credited to that Lender, after collection by the Administrative Agent, in immediately available funds either by wire transfer or deposit in that Lender's correspondent account with the Administrative Agent, as such Lender and the Administrative Agent shall from time to time agree.

Section 8.08. Sharing of Setoffs. Each Lender agrees that, except to the extent this Agreement expressly provides for payments to be allocated to a particular Lender, if it shall, through the exercise either by it or any of its banking Affiliates of a right of banker's lien, setoff or counterclaim against the Borrower or the Guarantor, including, but not limited to, a secured claim under Section 506 of the Bankruptcy Code or other security or interest arising from, or in lieu of, such secured claim and received by such Lender (or any of its banking Affiliates) under any applicable bankruptcy, insolvency or other similar law, or otherwise, obtain payment in respect of its Loans as a result of which the unpaid portion of its Loans is proportionately less than the unpaid portion of the Loans of any other Lender (a) it shall promptly purchase at par (and shall be deemed to have thereupon purchased) from such other Lender a participation in the Loans of such other Lender, so that the aggregate unpaid principal amount of each Lender's Loans and its participation in Loans of the other Lenders shall be in the same proportion to the aggregate unpaid principal amount of all Loans then outstanding as the principal amount of its Loans prior to the obtaining of such payment was to the principal amount of all Loans outstanding prior to the obtaining of such payment and (b) such other adjustments shall be made from time to time as shall be equitable to ensure that the Lenders share such payment pro-rata, provided that if any such non-pro-rata payment is thereafter recovered or otherwise set aside, such purchase of participations shall be rescinded (without interest). The Borrower expressly consents to the foregoing arrangements and agrees, to the fullest extent permitted by law, that any Lender holding (or deemed to be holding) a participation in a Loan acquired pursuant to this Section or any of its banking Affiliates may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by the Borrower to such Lender as fully as if such Lender was the original obligee thereon, in the amount of such participation. The provisions of this Section 8.08 shall not be construed to apply to (a) any payment made by the Borrower or the Guarantor pursuant to and in accordance with the express terms of this Agreement or (b) any payment obtained by any Lender as consideration for the assignment or sale of a participation in any of its Loans or other Obligations owed to it.

Section 8.09. Withholding Taxes. To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any withholding tax applicable to such payment. If the Internal Revenue Service or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold tax from amounts paid to or for the account of any Lender for any reason, or the Administrative Agent has paid over to the Internal Revenue Service applicable withholding tax relating to a

payment to a Lender but no deduction has been made from such payment, without duplication of any indemnification obligations set forth in Section 8.04, such Lender shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as tax or otherwise, including any penalties or interest and together with any expenses incurred.

Section 8.10. Appointment by Secured Parties. Each Secured Party that is not a party to this Agreement shall be deemed to have appointed the Administrative Agent as its agent under the Loan Documents in accordance with the terms of this Section 8 and to have acknowledged that the provisions of this Section 8 apply to such Secured Party *mutatis mutandis* as though it were a party hereto (and any acceptance by such Secured Party of the benefits of this Agreement or any other Loan Document shall be deemed an acknowledgment of the foregoing).

Section 8.11. Facility Manager. Except as specifically provided in the Loan Documents, the Facility Manager has no obligations of any kind to any other Party under or in connection with any Loan Document. The Lender of the Initial Loan hereby appoints the Facility Manager to receive on its behalf all notices, communications, information and documents to be made or despatched to such Lender under the Loan Documents and the Parties agree that the Facility Manager shall generally act as a point of contact and liaison for and on behalf of such Lender in respect of all matters connected with the Loan Documents. Such appointment shall remain in full force and effect for so long as any amount is outstanding under the Loan Documents or any Commitment of such Lender is in force, unless otherwise agreed in writing by the Borrower and the Facility Manager. Each Party shall be entitled to treat the Facility Manager as the person entitled to receive all such notices, communications, information and documents as though the Facility Manager were the Lender of the Initial Loan. The notice details of the Facility Manager for this purpose are as set out in Section 10.01(a) (*Notices*).

Section 8.12. Enforcement by Administrative Agent. Notwithstanding any other provision of this Agreement or any Loan Document, all remedies under this Agreement, any promissory notes evidencing any of the Loans, and the other Loan Documents shall be instituted, maintained, pursued or enforced solely by the Administrative Agent. Any suit or proceeding instituted by the Administrative Agent in furtherance of such enforcement shall be brought in the Administrative Agent's name without the necessity of joining any of the other Lenders. Each Lender hereby agrees that no Lender shall have any right individually to exercise remedies with respect to the Collateral, it being understood and agreed that all remedies hereunder may be exercised solely by the Administrative Agent, on behalf of the Secured Parties, in accordance with the terms hereof. Nothing in this Section 8.12 shall limit a Lender's ability to enter a claim against the Borrower, the Guarantor or any Subsidiary Guarantor in an insolvency proceeding.

SECTION 9.

RESERVED

SECTION 10.

MISCELLANEOUS

Section 10.01. Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein or under any other Loan Document shall be in writing, and shall be delivered by hand or overnight courier service, mailed by certified or registered mail, as follows:

(i) if to the Borrower, to it at Sunseeker Florida, Inc., 1201 North Town Center, Las Vegas, Nevada 89144, Telephone No.: (702) 851-7300; Attention: Gregory Anderson;

(ii) if to the Guarantor, to it at Allegiant Travel Company, 1201 North Town

Center, Las Vegas, Nevada 89144, Telephone No.: (702) 851-7300; in each case Attention: Gregory Anderson; with a copy to: Ellis Funk, P.C., 5555 Glenridge Crossing, Suite 675, Atlanta, GA 30342. Attention: Rob Goldberg, Telephone: (404) 233-2800;

(iii) if to WT as Administrative Agent:

(A) to it at Wilmington Trust, National Association, 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402, Telephone No.: (612) 217-5645, Email: jjankiewicz@wilmingtontrust.com; Attention: Jessica A. Jankiewicz, Loan Agency;

(B) with a copy, in each case, to the Facility Manager at its address (or email) set forth in Annex A hereto or such other address otherwise notified to the Borrower and the Administrative Agent..

(iv) if to any other Lender, to it at its address (or telecopy number) set forth in Annex A hereto or, if subsequently delivered, an Assignment and Acceptance; and

(v) if to the Facility Manager, to it at its address (or email) set forth in Annex A hereto or such other address otherwise notified to the Borrower and the Administrative Agent.

(b) Notices and other communications to the Lenders or the Facility Manager hereunder (collectively, the "Guarantor Materials") may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that certain of the Lenders (each, a "Public Lender") and/or the Facility Manager may have personnel who do not wish to receive material non-public information with respect to the Guarantor or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities; provided, further, that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. Each of the Borrower and the Guarantor hereby agrees that it will use commercially reasonable efforts to identify that portion of the Guarantor Materials that may be distributed to the Public Lenders or the Facility Manager and that (1) all such Guarantor Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first

page thereof; (2) by marking Guarantor Materials "PUBLIC," the Guarantor shall be deemed to have authorized the Administrative Agent, the Facility Manager and the Lenders to treat such Guarantor Materials as not containing any material non-public information with respect to the Guarantor or its securities for purposes of U.S. Federal and state securities Laws (provided, however, that to the extent that such Guarantor Materials constitute Information, they shall be subject to Section 10.03); (3) all Guarantor Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (4) the Administrative Agent and the Facility Manager shall be entitled to treat any Guarantor Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information". The Administrative Agent or the Borrower may, in its reasonable discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications; provided, further, that no such approval shall be required for any notice delivered to the Administrative Agent by electronic mail pursuant to Section 2.11(a).

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 10.02. Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.02. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby

Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (d) of this Section 10.02) and, to the extent expressly contemplated hereby, the Related Parties of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of the Loans at the time owing to it) with the prior written consent of the Administrative Agent and the Borrower, such consents not to be unreasonably withheld, and, in the case of the Borrower, the Borrower's consent shall be deemed granted upon the Borrower's failure to respond to notice of such request within five (5) Business Days thereof; provided that no such consent of the Administrative Agent or the Borrower shall be required for an assignment if the assignee is a Lender, an Affiliate of a Lender or an Approved Fund of a Lender, in each case so long as such assignee is an Eligible Assignee;

(ii) Assignments shall be subject to the following additional conditions:

(A) any assignment of any Loans shall be made to an Eligible Assignee;

(B) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund of a Lender or an assignment of the entire remaining amount of the assigning Lender's Loans, the amount of such Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than $1,000,000, and after giving effect to such assignment, the portion of the Loan or Commitment held by the assigning Lender of the same tranche as the assigned portion of the Loan or Commitment shall not be less than $1,000,000, in each case unless the Borrower and the Administrative Agent otherwise consent; provided that no consent of the Borrower shall be required with respect to such assignment if an Event of Default has occurred and is continuing; provided, further, that any such assignment shall be in increments of $500,000 in excess of the minimum amount described above;

(C) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(D) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of […***…] for the account of the Administrative Agent;

(E) the assignee, if it was not a Lender immediately prior to such assignment, shall deliver to the Administrative Agent an administrative questionnaire in a form as the Administrative Agent may require; and

(F) notwithstanding anything to the contrary herein, any assignment of any Loans to the Borrower shall be subject to the requirements of the Loan Documents**Error! Reference source not found.**.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below of this Section 10.02, from and after the effective date specified in each Assignment and Acceptance, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.14 and 10.04). To the extent not otherwise notified, the Administrative Agent shall notify the Borrower of any such assignment hereunder. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.02 shall be treated for purposes of this Agreement

as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section 10.02.

(iv) The Administrative Agent and solely for such purpose as a non-fiduciary agent of the Borrower, shall maintain at its offices a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders and principal amount of (and stated interest on) the Loans owing to each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Guarantor, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Notwithstanding anything to the contrary contained herein, no assignment may be made hereunder to any Defaulting Lender or any of its subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (v).

(c) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's completed administrative questionnaire in a form as the Administrative Agent may require (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.03(b), 8.04 or 10.04(c), the Administrative Agent shall have no obligation to accept such Assignment and Acceptance and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(d) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 10.08(a) that affects

such Participant. Subject to Section 10.02(d)(ii), the Borrower agrees that each Participant shall be entitled to the benefits of Section 2.14 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.02(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 8.08 as though it were a Lender, provided such Participant agrees to be subject to the requirements of Section 8.08 as though it were a Lender. Each Lender that sells a participation, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or its other obligations under this Agreement or any Loan

interest in any Commitments, Loans or its other obligations under this Agreement or any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations and Section 1.163-5(b) of the proposed United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender, the Borrower, the Guarantor and the Administrative Agent shall treat each person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.14 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant and shall be subject to the terms of Section 2.16(a). The Lender selling the participation to such Participant shall be subject to the terms of Section 2.16(b) if such Participant requests compensation or additional amounts pursuant to Section 2.14. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.14 unless such Participant agrees, for the benefit of the Borrower, to comply with Sections 2.14(f), 2.14(g) and 2.14(h) as though it were a Lender.

(e) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank or any central bank having jurisdiction over such Lender, and this Section 10.02 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) Any Lender may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 10.02, disclose to the assignee or participant or proposed assignee or participant, any information relating to the Borrower or the Guarantor furnished to such Lender by or on behalf of the Borrower or the Guarantor; provided that prior to any such disclosure, each such assignee or participant or proposed assignee or participant provides to the Administrative Agent its agreement in writing to be bound for the benefit of the Borrower by either the provisions of Section 10.03 or other provisions at least as restrictive as Section 10.03.

Section 10.03. Confidentiality. Each Lender agrees to keep any information delivered or made available by the Borrower or the Guarantor to it confidential, in accordance with its customary procedures, from anyone other than persons employed or retained by such Lender or its Affiliates who are or are expected to become engaged in evaluating, approving, structuring, insuring or administering the Loans, and who are advised by such Lender of the confidential nature of such information; provided that nothing herein shall prevent any Lender from disclosing such information (a) to any of its Affiliates and their respective agents and advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential) or to any other Lender, (b) to the extent required by Law or regulations or upon the order of any court or administrative agency, (c) upon the request or demand of any regulatory agency or authority (including any self-regulatory authority), (d) which has been publicly disclosed other than as a result of a disclosure by the Administrative Agent or any Lender which is not permitted by this Agreement, (e) in connection with any litigation to which the Administrative Agent, any Lender, or their respective Affiliates may be a party to the extent reasonably required under applicable rules of discovery, (f) to the extent reasonably required in connection with the exercise of any remedy hereunder or under any other Loan Document, (g) to such Lender's legal counsel and independent auditors, (h) on a confidential basis to (I) any rating agency in connection with rating the Guarantor and its Subsidiaries or any Facility, (II) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the Facility or (III) any direct or indirect provider of credit protection to such Lender or its Affiliates (or its brokers), (i) with the consent of the Borrower, (j) to any actual or proposed participant or assignee of all or part of its rights hereunder or to any direct or indirect contractual counterparty (or the professional advisors thereto) to any swap or derivative transaction relating to the Guarantor and its obligations, in each case, subject to the proviso in Section 10.02(f) (with any reference to any assignee or participant set forth in such proviso being deemed to include a reference to such contractual counterparty for purposes of this Section 10.03(j)), (k) to the extent that such information is received by such Lender from a third party that is not, to such Lender's knowledge, subject to confidentiality obligations to the Borrower, (l) to the extent that such information is independently developed by such Lender, (m)

any prospective or actual funding sources and (n)to any other party hereto. If any Lender is in any manner requested or required to disclose any of the information delivered or made available to it by the Borrower or the Guarantor under clauses (b) or (e) of this Section, such Lender will, to the extent permitted by law, provide the Borrower or the Guarantor with prompt notice, to the extent reasonable, so that the Borrower or the Guarantor may seek, at its sole expense, a protective order or other appropriate remedy or may waive compliance with this Section 10.03.

Section 10.04. Expenses; Indemnity; Damage Waiver.

(a) (i) Except for the fees of the Construction Consultant, the cost of the Appraisal and any fees of the Facility Manager's broker, which are the sole responsibility of the Facility Manager, the Borrower agrees to pay or reimburse (i) all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent in connection with this Agreement and the transactions contemplated hereby, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), including the reasonable fees, charges

and disbursements of counsel (but limited to one primary counsel for the Administrative Agent and, if necessary, one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and special counsel for each relevant specialty (and, in the case of an actual or perceived conflict of interest, where the party affected by such conflict, informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected person)) and (ii) all out-of-pocket costs and expenses incurred by the Administrative Agent and each Lender (and each funding source thereof) following and during the continuance of any Event of Default in connection with the enforcement or protection of any rights and remedies under this Agreement and the other Loan Documents, including all such costs and expenses incurred during any legal proceeding, including any proceeding under applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, and including in connection with any workout, restructuring or negotiations in respect of the Loans and the Loan Documents, including the reasonable fees, charges and disbursements of counsel (but limited to one counsel for the Administrative Agent and the Lenders taken as a whole and, if necessary, one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and special counsel for each relevant specialty (and, in the case of an actual or perceived conflict of interest, where the party affected by such conflict, informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected person)).

(ii) All payments or reimbursements pursuant to the foregoing clause (a)(i) shall be paid within thirty (30) days of written demand together with back-up documentation supporting such reimbursement request.

(b) The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof) and each Lender, and each Affiliate or funding source of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs (including settlement costs), disbursements and out-of-pocket fees and expenses (including the fees, charges and disbursements of any counsel for any Indemnitee) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted or awarded against any Indemnitee in any way relating to or arising out of or in connection with or by reason of any actual or prospective claim, litigation, investigation or proceeding in any way relating to, arising out of, in connection with or by reason of any of the following, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, litigation or proceeding): (x) the execution, delivery, enforcement, performance or administration of any Loan Document or any other document delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby or (y) the use or the proposed use of the proceeds of the Loans; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, fees and expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee(the "Indemnified Liabilities"), in all cases, whether or not caused by or arising, in whole or in part, out of the negligence of such Indemnitee and regardless of whether such Indemnitee is a party thereto, and whether or not any such claim, litigation, investigation or proceeding is brought by the Guarantor, its equity holders, its affiliates, its creditors or any other

Person. Paragraph (b) of this Section shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent under paragraph (a) or (b) of this Section 10.04, each Lender severally agrees to pay to the Administrative Agent such portion of the unpaid amount equal to such Lender's Aggregate Exposure Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought); provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent in its capacity as such.

(d) To the extent permitted by applicable law, each party hereto shall not assert, and hereby waives, any claim against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions or the use of the proceeds thereof; provided that, nothing in this clause (d) shall relieve the Borrower of any obligation it may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

Section 10.05. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall, to the extent permitted by law, be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in Section 10.05(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) The Borrower hereby designates and appoints Greenberg Traurig, LLP, Office #39-60, Metlife Building, 200 Park Avenue, New York, New York 10166, Attention: Managing Clerk, as its authorized agent to accept and acknowledge on its behalf personal service of process which may be served in any suit, action or proceeding in the aforesaid New York state or Federal

courts, and agrees that service of process upon said agent in accordance with law at said address and written notice of said service mailed or delivered to the Borrower in the manner provided herein shall be deemed in every respect effective service of process upon the Borrower in any such suit, action or proceeding in the state of New York.

Section 10.06. No Waiver. No failure on the part of the Administrative Agent or any of the Lenders to exercise, and no delay in exercising, any right, power or remedy hereunder or any of the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

Section 10.07. Extension of Maturity. Should any payment of principal of or interest or any other amount due hereunder become due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day and, in the case of principal, interest shall be payable thereon at the rate herein specified during such extension.

Section 10.08. Amendments, etc.

(a) No modification, amendment or waiver of any provision of this Agreement or any Collateral Document (other than the Account Control Agreements), and no consent to any departure by the Borrower or the Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent and the Required Lenders (or signed by the Administrative Agent, as applicable, with the consent of the Required Lenders), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given; provided, however, that no such modification or amendment shall without the prior written consent of:

(i) each Lender directly and adversely affected thereby (A) increase the Commitment of any Lender or extend the termination date of the Commitment of any Lender (it being understood that a waiver of an Event of Default shall not constitute an increase in or extension of the termination date of the Commitment of a Lender), or (B) reduce the principal amount of any Loan, the rate of interest payable thereon or any Fees (provided that only the consent of the Required Lenders shall be necessary for a waiver of default interest referred to in Section 2.07), or extend any date for the payment of principal, interest or Fees hereunder or reduce any Fees payable hereunder or extend the final maturity of the Borrower's obligations hereunder or (C) amend, modify or waive any provision of Section 2.15(b);

(ii) all of the Lenders (A) amend or modify any provision of this Agreement which provides for the unanimous consent or approval of the Lenders, (B) amend this Section 10.08 that has the effect of changing the number or percentage of Lenders that must approve any modification, amendment, waiver or consent or modify the percentage of the Lenders required in the definition of Required Lenders, (C) release all or substantially all of the Liens granted to the Administrative Agent hereunder or under any other Loan Document, or release all or substantially all of the Guarantor and the Subsidiary Guarantors (except to the extent contemplated by Payment Guaranty or the

Carry and Completion Guaranty or upon discharge in full of all Obligations) or (D) amend or modify Section 2.15;

(iii) all Lenders, reduce the percentage specified in the definition of "Required Lenders".

provided further, that any Collateral Document may be amended, supplemented or otherwise modified with the consent of the applicable Grantor and the Administrative Agent to (i) add assets (or categories of assets) to the Collateral covered by such Collateral Document or (ii) release Collateral in respect of any Disposition thereof in compliance with the terms of this Agreement or as provided in any Collateral Document.

(b) No such amendment or modification shall adversely affect the rights and obligations of the Administrative Agent hereunder without its prior written consent.

(c) No notice to or demand on the Borrower or the Guarantor shall entitle the Borrower or the Guarantor to any other or further notice or demand in the same, similar or other circumstances. Each assignee under Section 10.02(b) shall be bound by any amendment, modification, waiver, or consent authorized as provided herein, and any consent by a Lender shall bind any Person subsequently acquiring an interest on the Loans held by such Lender. No amendment to this Agreement shall be effective against the Borrower or the Guarantor unless signed by the Borrower or the Guarantor, as the case may be.

(d) Notwithstanding anything to the contrary contained in Section 10.08(a), (i) in the event that the Borrower requests that this Agreement be modified or amended in a manner which would require the unanimous consent of all of the Lenders or the consent of all Lenders directly and adversely affected thereby and, in each case, such modification or amendment is agreed to by the Required Lenders, then the Borrower may replace any non-consenting Lender in accordance with an assignment pursuant to Section 10.02 (and such non-consenting Lender shall reasonably cooperate in effecting such assignment); provided that (x) such amendment or modification can be effected as a result of the assignment contemplated by such

Section (together with all other such assignments required by the Borrower to be made pursuant to this clause (i)) and (y) such non-consenting Lender shall have received payment of an amount equal to the outstanding principal amount of its Loans, accrued interest thereon and all other amounts due and payable to it under this Agreement from the applicable assignee or the Borrower and (ii) if the Administrative Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature in any provision of the Loan Documents, then the Administrative Agent and the Borrower shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders within five (5) Business Days after written notice thereof to the Lenders.

Section 10.09. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 10.10. Headings. Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Agreement.

Section 10.11. Survival. All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Event of Default or incorrect representation or warranty at the time any credit is extended hereunder. The provisions of Section 2.14, Section 8, Section 10.03 and 10.04 and shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments, or the termination of this Agreement or any provision hereof.

Section 10.12. Execution in Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire agreement among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.02, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic .pdf copy shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.13. USA Patriot Act. Each Lender that is subject to the requirements of the Patriot Act hereby notifies the Borrower and the Guarantor that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower and the Guarantor, which information includes the name and address of the Borrower and the Guarantor and other information that will allow such Lender to identify the Borrower and the Guarantor in accordance with the Patriot Act.

Section 10.14. New Value. It is the intention of the parties hereto that any provision of Collateral by a Grantor as a condition to, or in connection with, the making of any Loan, shall be made as a contemporaneous exchange for new value given by the Lenders to the Borrower.

Section 10.15. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 10.15.

Section 10.16. No Fiduciary Duty. The Administrative Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the "Lenders"), may have economic interests that conflict with those of the Guarantor, its stockholders and/or its affiliates. Each of the Borrower and the Guarantor agrees that nothing in the Loan Documents or otherwise related to the Transactions will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and the Guarantor, its stockholders or its affiliates, on the other hand. The parties hereto acknowledge and agree that (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Borrower and the Guarantor, on the other hand, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of the Guarantor, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise the Guarantor, its stockholders or its affiliates on other matters) or any other obligation to the Borrower except the obligations expressly set forth in the Loan Documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of the Guarantor, its management, stockholders, affiliates, creditors or any other Person. Each of the Borrower and the Guarantor acknowledges and agrees that the Borrower has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower, in connection with such transaction or the process leading thereto.

Section 10.17. Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Related Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Related Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Related Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

Section 10.18. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a

Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Guarantor or any of its Subsidiaries, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty

and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Guarantor or any of its Subsidiaries, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 10.19. Force Majeure. The Administrative Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and the year first written.

SUNSEEKER FLORIDA, INC.,
as the Borrower

By:_____
Name:
Title:

SFI EQUITY HOLDCO, INC.,
as the Borrower Parent

By:_____
Name:
Title:

ALLEGIANT TRAVEL COMPANY,
as the Guarantor

By:_____
Name:
Title:

ALLEGIANT AIR, LLC,
as a Subsidiary Guarantor

By:_____
Name:
Title:

SUNRISE ASSET MANAGEMENT, LLC,
as a Subsidiary Guarantor

By:_____
Name:
Title:

ALLEGIANT VACATIONS, LLC,
as a Subsidiary Guarantor

By:_____
Name:
Title:

AFH, INC.,
as a Subsidiary Guarantor

By:_____
Name:
Title:

G4 PROPERTIES, LLC,
as a Subsidiary Guarantor

By:_____
Name:
Title:

G4 WORKS, LLC,
as a Subsidiary Guarantor

By:_____
Name:
Title:

ALLEGIANT COMMERCIAL PROPERTIES, INC.,
as a Subsidiary Guarantor

By:_____
Name:
Title:

ALLEGIANT COMMERCIAL PROPERTIES
MISSOURI, LLC,
as a Subsidiary Guarantor

By:_____
Name:
Title:

DUSTLAND, LLC,
as a Subsidiary Guarantor

By:_____
Name:
Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent

By:_____
Name:
Title:

ALT-7 STRUCTURED TRUST,
as a Lender

By: Wilmington Trust Company, as Trustee

By:_____
Name:
Title:

CASTLELAKE LENDING OPPORTUNITIES,
L.L.C., as Facility Manager

By:_____
Name:
Title:

ANNEX A

to Credit Agreement

LENDERS AND COMMITMENTS

A. Commitments

Lender	***Commitment***
Alt-7 Structured Trust	$350,000,000
TOTAL	

TOTAL:	$350,000,000

B. Notices

To the Lender:

ALT-7 Structured Trust
c/o Wilmington Trust, N.A.
Loan Agency
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Jessica Jankiewicz
Fax: +1 612-217-5651
Email: jjankiewicz@wilmingtontrust.com

To the Facility Manager:

Castlelake Lending Opportunities, L.L.C.
c/o Castlelake, L.P.
90 South 7th Street
Minneapolis, MN 55402
Attention: Legal Department/Notices
Email: notices@castlelake.com

EXHIBIT A
to Credit Agreement

AMORTIZATION

Date (each, a "Payment Date")	Monthly amortization	Maturity Date
April 30, 2025	$26,000,000	
October 31, 2025	$26,000,000	
April 30, 2026	$26,000,000	
October 31, 2026	$26,000,000	
April 30, 2027	$26,000,000	
October 31, 2027	$26,000,000	
April 30, 2028	$26,000,000	
October 31, 2028	$26,000,000	$142,000,000

EXHIBIT B
to Credit Agreement

FORM OF INSTRUMENT OF ASSUMPTION AND JOINDER

ASSUMPTION AND JOINDER AGREEMENT dated as of [____] (the "Assumption Agreement") made by [_____] a [**Insert State of Organization**] [**corporation, limited partnership or limited liability company**] (the "Company") for the benefit of the Secured Parties (as such term is defined in that certain Credit Agreement, dated as of [●], 2021 (as amended, restated, amended and restated, supplemented, modified or extended from time to time in accordance with its terms, the "Credit Agreement"), among, *inter alios*, Sunseeker Florida, Inc., as Borrower, Allegiant Travel Company, as Guarantor, its subsidiaries party thereto from time to time, the Lenders party thereto, and Wilmington Trust, National Association, as Administrative Agent. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreement.

W I T N E S S E T H:

The Company is a [**Insert State of Organization**] [**corporation, limited partnership or limited liability company**], and is a Subsidiary of Borrower. Pursuant to Section 5.11 of the Credit Agreement, the Company is required to execute this document.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company hereby agrees as follows:

SECTION 1. Assumption and Joinder. The Company hereby agrees to perform and observe each and every one of the covenants and agreements and hereby assumes the obligations and liabilities of **[(i)]** a Guarantor under the Credit Agreement applicable to the Company as a Guarantor thereunder**[, and (ii) a Grantor under the Collateral Documents, to which it is a party] (any such document, a "Company Security Document"), in each case applicable to the Company as a Grantor thereunder].**[1] By virtue of the foregoing, the Company hereby accepts and assumes any liability of **[**(x)**]** a Guarantor related to each representation or warranty, covenant or obligation made by a Guarantor in the Credit Agreement, and hereby expressly affirms in all material respects, as of the date hereof, each of such representations, warranties, covenants and obligations as they apply to the Company, **[and (y) a Grantor related to each representation or warranty, covenant or obligation made by a Grantor in each Company Security Document, and hereby expressly affirms in all material respects, as of the date hereof, each of such representations, warranties, covenants and obligations as they apply to the Company]**.[2]

---

1. Include reference to applicable Collateral Documents to the extent that the Company intends to pledge collateral contemporaneous with the delivery of this Assumption Agreement.
2. Include to the extent that the Company intends to pledge collateral contemporaneous with the delivery of this Assumption Agreement.

(a) Guarantee. (i) All references to the term "Guarantor" in the Credit Agreement, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Company, in each case as of and after the date hereof.

(ii) The Company, as Guarantor, hereby joins in and agrees to be bound by each and all of the provisions of the Credit Agreement, as of the date hereof, as a Guarantor thereunder, including without limitation, Section 2 of the Guarantee, with the same force and effect as if originally referred to therein as a Guarantor.

[(b) Collateral Documents. (i) All references to the term "Grantor" in each Company Security Document, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Company as of and after the date hereof.

(ii) The Company, as Grantor, hereby joins in and agrees to be bound by each and all of the provisions of each Company Security Document, as of the date hereof, with the same force and effect as if originally referred to therein as a Grantor.][3]

SECTION 2. Representations and Warranties. The Company hereby represents and warrants to the Administrative Agent, the Issuing Lender and the Secured Parties as follows:

(a) The Company has the requisite **[corporate, partnership or limited liability company]** power and authority to enter into this Assumption Agreement and to perform its obligations hereunder and under the Loan Documents to which it is a party. The execution, delivery and performance of this Assumption Agreement by the Company and the performance of its obligations hereunder and under the Loan Documents to which it is a party, have been duly authorized by all necessary **[corporate, partnership or limited liability company]** action, including the consent of shareholders, partners or members where required. This Assumption Agreement has been duly executed and delivered by the Company. This Assumption Agreement and the Loan Documents to which it is a party each constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) **[**The Company has delivered or has caused to be delivered to the Administrative Agent any and all schedules and documents required **under each Company Security Document]**.[4]

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3. Include to the extent that the Company intends to pledge collateral contemporaneous with the delivery of this Assumption Agreement.
4. Include to the extent that the Company intends to pledge collateral contemporaneous with the delivery of this Assumption Agreement.

SECTION 3. Binding Effect. This Assumption Agreement shall be binding upon the Company and shall inure to the benefit of the Secured Parties and their respective successors and assigns.

SECTION 4. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Counterparts. This Assumption Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Any signature delivered by a party by facsimile or .pdf electronic transmission

shall be deemed to be an original signature thereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

[NAME OF COMPANY]

By:_____
Name:_____
Title:_____

ACKNOWLEDGED AND AGREED:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Administrative Agent

By:_____
Name:_____
Title:_____

EXHIBIT C
to Credit Agreement

FORM OF ASSIGNMENT AND ACCEPTANCE

This Assignment and Acceptance (the "Assignment and Acceptance") is dated as of the Effective Date set forth below and is entered into between the Assignor named below (the "Assignor") and the Assignee named below (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, amended and restated, supplemented, modified or extended from time to time, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Acceptance as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under each of the Facility identified below (including any letters of credit and guarantees included in such Facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Acceptance, without representation or warranty by the Assignor.

1. Assignor: _____

2. Assignee: _____
[and is an Affiliate/Approved Fund of [identify Lender][5]]

3. Borrower: Sunseeker Florida, Inc.

[5]. Select as applicable.

4. Administrative Agent: Wilmington Trust, National Association, as administrative agent under the Credit Agreement

5. Credit Agreement: The Credit Agreement dated as of [●], 2021, among, *inter alios*, Sunseeker Florida, Inc., as Borrower, Allegiant Travel Company, as Guarantor, its subsidiaries party thereto from time to time, the Lenders party thereto and Wilmington Trust, National Association, as Administrative Agent.

6. Assigned Interest:

Facility	Aggregate Amount of	Amount of	Percentage Assigned	CUSIP

Assigned	Commitment/Loans for all Lenders	Commitment/Loans Assigned	of Commitment/Loans[6]	Number (if any)
	$	$	%	

Effective Date: _____, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Guarantors and their Affiliates or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

The terms set forth in this Assignment and Acceptance are hereby agreed to:

ASSIGNOR

_____
NAME OF ASSIGNOR

By:_____
Name:_____
Title:_____

_____

6. Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders.

ASSIGNEE

NAME OF ASSIGNOR

By:_____
Name:_____
Title:_____

Consented to and Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent

By:_____
Name:_____
Title:_____

Consented to:[7]

[SUNSEEKER FLORIDA, INC., as Borrower]

By:_____
Name:_____
Title:

Title:_____

[7]. If such consent is required under the Credit Agreement.

ANNEX 1

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ACCEPTANCE

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it is an Eligible Assignee and otherwise satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder and (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Sections 5.01 (a) and (b) thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Acceptance shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. The Borrower and the Guarantors are express third-party beneficiaries of this Assignment and Acceptance. This Assignment and Acceptance may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Acceptance by email or telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance. This Assignment and Acceptance shall be governed by and construed in accordance with the law of the State of New York.

EXHIBIT D
to Credit Agreement

FORM OF LOAN REQUEST

Wilmington Trust, National Association
as Administrative Agent
[_____]
Attention: [_____]
Via facsimile: [_____]
Via email: [_____]

cc: Castlelake Lending Opportunities, L.L.C., as Facility Manager
c/o Castlelake, L.P.
90 South 7th Street
Minneapolis, MN 55402
Attention: Legal Department/Notices
Email: notices@castlelake.com

Re: Credit Agreement

Ladies and Gentlemen:

We refer to the Credit Agreement, to be dated on or about [__], 2021 (as amended, restated, amended and restated, supplemented, modified or extended from time to time, the "Credit Agreement"), among, *inter alios*, Sunseeker Florida, Inc., as Borrower, Allegiant Travel Company, as Guarantor, its subsidiaries party thereto from time to time, the Lenders party thereto, Wilmington Trust, National Association, as Administrative Agent. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Credit Agreement. We hereby give you notice requesting a Loan pursuant to Section 2.02 of the Credit Agreement, and in that connection we set forth below the required information relating to such Loan (the "Requested Loan"):

(1) The aggregate principal amount of the Requested Loan is $[__].

(2) The Business Day the Requested Loan shall be made is [__] ("Expected Funding Date").

(3) The Requested Loan shall be paid to the following account:

[Account information to come.]

Very truly yours,

SUNSEEKER FLORIDA, INC., as the Borrower

By:_____
Name:
Title:

EXHIBIT E
to Credit Agreement

FORM OF DISBURSEMENT AGREEMENT

SCHEDULE 1
to Credit Agreement

INITIAL MORTGAGED PROPERTY

The real property and improvements located at 5007 Tamiami Trail, Punta Gorda, Florida 33980, as more particularly described on the legal description set forth on Exhibit A of the Mortgage.

SCHEDULE 2
to Credit Agreement

PRE-APPROVED QUALIFIED HOTEL MANAGERS

1. Starwood/Marriott
2. Hilton
3. Intercontinental Hotels Group

4. Accor

5. Omni

6. Loews

7. Fairmont

8. Highgate

SCHEDULE 5.09
to Credit Agreement

REQUIRED INSURANCE

(a) The Borrower shall obtain and maintain with respect to the Mortgaged Property, for the mutual benefit of the Borrower and the Administrative Agent (for the benefit of the Secured Parties) at all times, the following policies of insurance:

(b) At all times after the Final Completion Date and following the Hotel Opening Date, and at any time thereafter

(i) property insurance against loss or damage by standard perils included within the classification "All Risks" or "Special Form" Causes of Loss, including coverage for damage caused by windstorm (including named storm) and hail. Such insurance shall (A) be in an amount equal to the full insurable value on a replacement cost basis of the Mortgaged Property and, if applicable, all related furniture, furnishings, equipment and fixtures (without deduction for physical depreciation); (B) have deductibles acceptable to the Administrative Agent (but in any event not in excess of […***…], except in the case of windstorm coverage, which shall have deductibles not in excess of […***…] of the total insurable value of the Mortgaged Property); (C) be paid annually in advance; (D) be written on a "Replacement Cost" basis, waiving depreciation; (E) be written on a no coinsurance form or contain an "Agreed Amount" endorsement, waiving all coinsurance provisions; (F) include ordinance or law coverage on a replacement cost basis, with no co-insurance provisions, containing Coverage A: "Loss Due to Operation of Law" (with a limit equal to replacement cost), Coverage B: "Demolition Cost" and Coverage C: "Increased Cost of Construction" coverages each with limits of no less than […***…] of replacement cost or such lesser amounts as the Administrative Agent may require in its sole discretion; and (G) permit that the improvements and other property covered by such

insurance be rebuilt at another location in the event that such improvements and other property cannot be rebuilt at the location on which they are situated as of the date hereof. If such insurance excludes mold, then the Borrower shall implement a mold prevention program satisfactory to the Administrative Agent;

(ii) if any portion of the improvements at the Mortgaged Property is located in a federally designated Special Flood Hazard Area, flood insurance in an amount equal to the maximum limit of coverage available under the National Flood Insurance Program, plus such additional excess limits as shall be requested by the Administrative Agent, with a deductible not in excess of […***…];

(iii) commercial general liability insurance, including terrorism, on a broad form coverage of property damage, contractual liability for insured contracts and personal injury (including bodily injury and death), to be on the so-called "occurrence" form containing minimum limits per occurrence of not less than […***…] with not less than a […***…] general aggregate for any policy year (with a per location aggregate if the Mortgaged Property is on a blanket policy), with a deductible not in excess of […***…]. In addition, at least […***…] excess and/or umbrella liability insurance shall be obtained and maintained on terms consistent with the commercial general liability insurance required above, for any and all claims, including all legal liability imposed upon the Borrower and all related court costs and attorneys' fees and disbursements;

(iv) rental loss and/or business interruption insurance covering the actual loss sustained during restoration from all risks required to be covered by the insurance provided for herein, including clauses (i), (ii), (v), (vii), (viii) and (ix) of this Schedule 5.09, and covering the 18-month period from the date of any Casualty Event (as defined in the Disbursement Agreement) and containing an extended period of indemnity endorsement covering the 6 month period commencing on the date on which the Mortgaged Property has been restored (even if the policy will expire prior to the end of such period). The amount of such insurance shall be increased from time to time as and when the gross revenues from the Mortgaged Property increase;

(v) insurance for steam boilers, air conditioning equipment, high pressure piping, machinery and equipment, pressure vessels or similar apparatus now or hereafter installed in any of the improvements (without exclusion for explosions) and insurance against loss of occupancy or use arising from any breakdown, in such amounts as are generally available and are generally required by institutional lenders for properties comparable to the Mortgaged Property, in each case, with a deductible not in excess of […***…];

(vi) worker's compensation insurance with respect to all employees of the Borrower as and to the extent required by any governmental authority or legal requirement and employer's liability coverage of at least […***…] (if applicable);

(vii) during any period of repair or restoration, and only if the property and liability coverage forms do not otherwise apply, (A) commercial general liability and umbrella liability insurance covering claims related to the repairs or restoration at the Mortgaged Property that are not covered by or under the terms or provisions of the insurance provided for in clause (a)(iii) and (B) the insurance provided for in clause (a)(i), which shall, in addition to the requirements set forth in such clause, (1) be written in a so-called builder's risk completed value form or equivalent coverage, including coverage for 100% of the total costs of construction on a non-reporting basis and against all risks insured against pursuant to clauses (i), (ii), (iv), (v), (viii) and (ix) of clause (a) of this Schedule 5.09, and (2) include permission to occupy the Mortgaged Property;

(viii) intentionally omitted;

(ix) so long as the Terrorism Risk Insurance Program Reauthorization Act of 2015 ("TRIPRA") or a similar or subsequent statute is in effect, terrorism insurance for foreign and domestic acts (as such terms are defined in TRIPRA or similar or subsequent statute) in an amount equal to the full replacement cost of the Mortgaged Property (plus rental loss and/or business interruption insurance coverage for a term set forth in clause (iv) above). If TRIPRA or a similar or subsequent statute is not in effect,

then provided that terrorism insurance is commercially available, the Borrower shall be required to carry terrorism insurance throughout the term of the Loan as required by the preceding sentence, but in such event the Borrower shall not be required to spend on terrorism insurance coverage more than two times the amount of the insurance premium that is payable at such time in respect of the property and business interruption/rental loss insurance required hereunder on a stand-alone-basis (without giving effect to the cost of terrorism and earthquake components of such casualty and business interruption/rental loss insurance), and if the cost of terrorism insurance exceeds such amount, the Borrower shall purchase the maximum amount of terrorism insurance available with funds equal to such amount. In either such case, such insurance shall not have a deductible in excess of $50,000;

(x) from and after the Hotel Opening Date, liquor liability insurance in an amount of at least […***…] or in such greater amount as may be required by applicable Legal Requirements, which may be satisfied through a combination of primary and excess limits, covering claims or liability arising directly or indirectly to persons or property on account of the sale or dispensing of alcoholic beverages at the Mortgaged Property;

(xi) crime coverage in an amount acceptable to the Administrative Agent to protect against employee dishonesty and related incidents;

(xii) auto liability coverage, including garagekeepers liability, for all owned and non-owned vehicles, including rented and leased vehicles, and vehicles in the care, custody or control of the Borrower, containing minimum limits per occurrence of […***…] (if applicable);

(c) At all times after the commencement of construction of the Project and prior to Final Completion of the Project, and at any time thereafter during which construction work is being performed at the Mortgaged Property:

(A) Builder's Risk "All Risk" insurance in such amount as the Administrative Agent shall require but in no event less than […***…] of the replacement cost of the existing building, plus […***…] of the recurring "Hard Costs" as identified in the current Project Budget, but excluding foundations and any other improvements not subject to physical damage, with a deductible not in excess of […***…]. Such policy shall be written on a Builder's Risk Completed Value Form (100% non-reporting) or its equivalent and shall include, without limitation, coverage for loss by testing, collapse, theft, terrorism (which may be a standalone policy), earth movement, windstorm and hail/named storm, tsunami, and, if any portion of the Improvements is currently or at any time in the future located in a federally designated "special flood hazard area", flood hazard insurance in an amount equal to the maximum amount of such insurance available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as each may be amended, plus such greater amount as the Administrative Agent shall require, with permission granted to occupy, and with sub-limits for earth movement, tsunami and, if applicable, flood, in an amount approved by the Administrative Agent. Such insurance Policy shall also include coverage for:

i) loss suffered with respect to materials, equipment, heating and air conditioning machinery, machinery, and supplies, in each case owned by the Borrower or required to be insured by the Borrower, whether on-site, in transit, or stored offsite and with respect to temporary structures, hoists, sidewalks, retaining walls, and underground property in each case owned by the Borrower or required to by insured by the Borrower;

ii) ii) "Soft Costs" (as identified on the Project Budget) that are recurring costs, which shall include, without limitation, delayed opening loss of income/revenue coverage for a period of recovery of not less than […***…] commencing from the date the Project was to be completed as agreed to by the Administrative Agent, as well as costs to reproduce plans, specifications,

Administrative Agent, as well as costs to reproduce plans, specifications, blueprints and models in connection with any restoration following a casualty and with coverage in an agreed upon amount of Soft Costs as identified in the most recent approved Project Budget;

iii) demolition, debris removal and increased cost of construction, including, without limitation, increased costs arising out of changes in applicable laws and codes; and

iv) operation of building laws.

(B) the Borrower shall cause the Architect and any engineer providing services for the Project to obtain and maintain Architect's or Professional Liability insurance, as well as General Liability, Umbrella/Excess Liability, Commercial Auto Liability, Worker's Compensation/Employer's Liability with terms, conditions and limits acceptable to the Administrative Agent during the period commencing on the date of the Architectural Services Agreement or applicable contract relating to such engineer's provision of services, as applicable, and expiring no earlier the expiration of the applicable statute of repose.

(C) Workers Compensation, Employer's Liability coverage and Disability insurance as required by law covering employees, if any, of the Borrower or any Affiliate of the Borrower.

(D) the Borrower shall cause the Developer or each Major Trade Contractor, as applicable, to obtain and maintain, and the Borrower shall maintain, Commercial General Liability coverage, including, without limitation, products and completed operations and containing no "X", "C", "U" exclusion if excavation and/or demolition is to be provided (and, with regard to the Borrower's and the Developer or each Major Trade Contractor's, as applicable, products and completed operations insurance, shall be without exclusion for construction defects) in an amount acceptable to the Administrative Agent, and Automobile Liability insurance with no less than […***…] in limits per occurrence and in the aggregate per project through primary and umbrella liability coverages, with extended completed operations "tail" coverage through the statue of repose (which, for, as applicable, the Developer or each Major Trade Contractor's "tail" coverage, may be maintained through annual renewals). Such insurance shall name the Borrower or the Developer or each Major Trade Contractor, as the case may be, as the insured and the Administrative Agent as additional insured. The Borrower shall also require that all Contractors cause all of its respective subcontractors to maintain similar coverage with limits of no less than […***…] per occurrence and shall include the Borrower and the Administrative Agent as additional insureds. All Persons engaged in work on the improvements at the Mortgaged Property shall maintain statutory Workers Compensation and Disability insurance in force for all workers on the job; and

(ii) such other insurance as may from time to time be requested by the Administrative Agent.

(d) All policies of insurance (the "Policies") required pursuant to this Schedule 5.09 shall be issued by one or more insurers having a rating of at least […***…] by S&P and […***…] by Moody's (or, if Moody's does not rate such insurer, at least "A:VIII" by AM Best), or by a syndicate of insurers through which at least […***…] of the coverage […***…] is with insurers having such ratings, and all remaining insurers shall have ratings of not less than […***…] by S&P and […***…] by Moody's (or, if Moody's does not rate such insurer, at least […***…] by AM Best)); provided however that an AM Best Rating of […***…] shall be acceptable for OCIP coverage part XS(6)(1) and an S&P rating of […***…] shall be acceptable for OCIP coverage part XS(7)(1).

(e) All Policies required pursuant to this Schedule 5.09:

(i) shall contain deductibles that, in addition to complying with any other requirements expressly set forth in clause (a) above are approved by the Administrative Agent (such approval not to be unreasonably withheld, delayed or conditioned) and are no larger than is customary for similar policies covering similar properties in the geographic markets in which the Mortgaged Property is located;

(ii) shall be maintained throughout the term of the Loan without cost to the Administrative Agent or the Secured Parties and shall name the Borrower as the named

insured;

(iii) with respect to property and rental or business interruption insurance policies, shall contain a standard noncontributory mortgagee clause naming the Administrative Agent and the Secured Parties and their respective successors and assigns as their interests may appear as first mortgagee and loss payee;

(iv) with respect to liability policies, except for workers compensation, employers liability and auto liability, shall name the Administrative Agent and the Secured Parties and their respective successors and assigns as their interests may appear as additional insureds;

(v) with respect to property and rental or business interruption insurance policies, shall either be written on a no coinsurance form or contain an endorsement providing that neither the Borrower, the Administrative Agent, the Secured Parties nor any other party shall be a co-insurer under such Policies;

(vi) with respect to property and rental or business interruption insurance policies, shall contain an endorsement or other provision providing that the Administrative Agent shall receive at least 30 days' prior written notice of cancellation thereof (or, in the case of cancellation due to non-payment of premium, 10 days' prior written notice);

(vii) with respect to property and rental or business interruption insurance policies, shall contain an endorsement providing that no act or negligence of the Borrower or any foreclosure or other proceeding or notice of sale relating to the Mortgaged Property shall affect the validity or enforceability of the insurance insofar as a mortgagee is concerned;

(viii) shall not contain provisions that would make the Administrative Agent or the Secured Parties liable for any insurance premiums thereon or subject to any assessments thereunder;

(ix) shall contain a waiver of subrogation against the Administrative Agent and the Secured Parties, as applicable;

(x) may be in the form of a blanket policy, provided that the Borrower shall provide evidence satisfactory to the Administrative Agent that the insurance premiums for the Mortgaged Property are separately allocated to the Mortgaged Property, and such blanket policy shall provide the same protection as would a separate Policy as reasonably determined by the Administrative Agent, subject to review and approval by the Administrative Agent based on the schedule of locations and values, if requested by the Administrative Agent, and provided further that to the extent that any blanket policy covers more than one location within a one thousand foot radius of the Mortgaged Property (the "Radius"), the limits of such blanket policy must be sufficient to maintain coverage as set forth in this Schedule 5.09 for the Mortgaged Property and any and all other locations combined within the Radius that are covered by such blanket policy calculated on a total insured value basis; and

(xi) shall otherwise be reasonably satisfactory in form and substance to the Administrative Agent and shall contain such other provisions as the Administrative Agent deems reasonably necessary or desirable to protect its interests.

(f) the Borrower shall pay the premiums for all Policies as the same become due and payable (the "Insurance Premiums"). Complete copies of the insurance certificates evidencing such Policies shall be delivered to the Administrative Agent promptly upon request. Not later than 30 days prior to the expiration date of each Policy, the Borrower shall deliver to the Administrative Agent evidence, reasonably satisfactory to the Administrative Agent, of its renewal. The Borrower shall promptly forward to the Administrative Agent a copy of each written notice received by the Borrower of any modification, reduction or cancellation of any of the Policies or of any of the coverages afforded under any of the Policies. Within 30 days after request by the Administrative Agent, the Borrower shall obtain such increases in the amounts of coverage required hereunder as may be reasonably requested by the Administrative Agent, taking into consideration changes in the value of money over time, changes in liability laws, changes in prudent customs and practices, and the like.

(g) The Borrower shall not procure any other insurance coverage that would be on the same level of payment as the Policies or would adversely impact in any way the ability of the Administrative Agent, the Secured Parties or the Borrower to collect any proceeds under any of the Policies. If at any time the Administrative Agent is not in receipt of written evidence that all Policies are in full force and effect when and as required hereunder, the Administrative Agent shall have the right to take such action as the Administrative Agent deems necessary to protect its interest in the Mortgaged Property, including the obtaining of such insurance coverage as the Administrative Agent in its sole discretion deems appropriate (but limited to the coverages and amounts required hereunder). All premiums, out-of-pocket costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Administrative Agent and the Secured Parties in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by the Borrower to the Administrative Agent or the Secured Parties, as applicable, within ten (10) Business Days following written demand therefor and, until paid, shall bear interest at the Default Rate.

(h) In the event of foreclosure of the Mortgage or other transfer of title to one or more of the Mortgaged Property in extinguishment in whole or in part of the Indebtedness, all right, title and interest of the Borrower in and to the Policies then in force with respect to the Mortgaged Property and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or in the Administrative Agent, the Secured Parties or other transferee in the event of such other transfer of title.

SCHEDULE 6.02
to Credit Agreement

EXISTING INDEBTEDNESS

[…***…]

Letters of Credit

[…***…]

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol [...***...].*

Execution Version

DISBURSEMENT AGREEMENT

among

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Disbursement Agent

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

and

SUNSEEKER FLORIDA, INC.,
as Borrower

dated as of October 13, 2021

TABLE OF CONTENTS

Page

1. DEFINITIONS AND RULES OF INTERPRETATION 1
1.1 Definitions 1
1.2 Rules of Interpretation 13
2. APPOINTMENT OF DISBURSEMENT AGENT; ESTABLISHMENT OF ACCOUNTS; RELATED PROVISIONS 13
2.1 Appointment of the Disbursement Agent 13
2.2 Establishment and Funding of Accounts 13
2.3 Acknowledgment of Security Interest; Control 14
2.4 Account Management 14

3. CERTAIN RESPONSIBILITIES OF THE DISBURSEMENT AGENT 14
3.1 Disbursements 14
3.2 Transfer of Funds at Direction of the Administrative Agent 15
3.3 Payment of Compensation 15
3.4 Periodic Review 15
3.5 Special Procedures for Unpaid Contractors 17
4. DISBURSEMENTS 17
4.1 Procedure for Disbursements and Approvals 17
4.2 Use of Disbursed Funds and Borrower's and Guarantor's Payment of Project Costs from Other Sources 22
4.3 Disbursement of Funds Following Substantial Completion 22
4.4 Final Disbursement 22
5. REPRESENTATIONS AND WARRANTIES 22
5.1 Existing Unincorporated Materials 22
5.2 Sufficiency of Interests and Project Documents 23
5.3 Project Budget 23
5.4 Reserved 23
5.5 Force Majeure 23
5.6 Project Schedule 24
5.7 Plans and Specifications 24
5.8 Construction of Project 24
6. COVENANTS 24
6.1 Amendments to Project Budget 24
6.2 Material Construction Contract Amendment Process 25
6.3 Key Construction and Design Contracts 25
6.4 Disbursement Agent and Administrative Agent Not Responsible 26
6.5 Required Equity Amount 26
6.6 Final Plans and Specifications; Material Change Orders 26
6.7 Final Completion Covenants 27
6.8 Application of Casualty Event Proceeds 27
6.9 Reports 27
6.10 Notices 28
6.11 New Permits and Permit Modifications 28
6.12 Retainage Amounts 28
6.13 Utility Easement Modifications 28
6.14 Project Schedule Amendments 28
7. EVENTS OF DEFAULT 28
8. LIMITATION OF LIABILITY 29
9. INDEMNITY 31
10. TERMINATION 31
11. SUBSTITUTION OR RESIGNATION OF THE DISBURSEMENT AGENT 31
11.1 Procedure 31
11.2 Successor Disbursement Agent by Merger, etc. 32
11.3 Eligibility; Disqualification 32
12. MISCELLANEOUS 33
12.1 Delay and Waiver 33
12.2 Invalidity 33
12.3 No Authority 33
12.4 Assignment 33
12.5 Benefit 33
12.6 Entire Agreement; Amendments 33
12.7 Notices 34
12.8 Counterparts 34
12.9 Right to Consult Counsel 34
12.10 Choice of Law 35
12.11 Consent to Jurisdiction 35
12.12 Further Assurances 35
12.13 Reinstatement 35
12.14 WAIVER OF JURY TRIAL 36
12.15 Substitution of Accounts 36
12.16 Confidentiality 36
12.17 Force Majeure Event 36
12.18 Severability 36

TABLE OF EXHIBITS

Exhibit	
A	Form of Disbursement Request
B	Reserved
C	Form of Project Budget Amendment Certificate
D	Form of Material Construction Contract Amendment Certificate
E-1	Form of Borrower's Completion Certificate
E-2	Form of Borrower's Final Completion Certificate
F	Forms of Consents to Collateral Assignment
G	Form of Final Plans and Specifications Amendment Certificate
H	List of Key Construction and Design Contracts

DISBURSEMENT AGREEMENT

This **DISBURSEMENT AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "**Agreement**") is dated as of October 13, 2021 (the "**Closing Date**") by and among **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as disbursement agent (together with any successor disbursement agent permitted hereunder, the "**Disbursement Agent**"), **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as administrative agent under the Credit Agreement (as defined below) (together with its successors and assigns in such capacity from time to time under the Credit Agreement, the "**Administrative Agent**") and **SUNSEEKER FLORIDA, INC.**, a Florida corporation (the "**Borrower**").

RECITALS

A. **Project**. The Borrower desires to design, develop, construct, equip, finance, own and operate a hotel and resort facility to be located in Port Charlotte, Florida (the "**Project**").

B. **Credit Facilities**. Concurrently herewith, the Lenders (as defined below) under that certain Credit Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**"), dated as of the date hereof, by and among the Borrower, the Administrative Agent, the financial institutions from time to time party thereto in the capacity of lenders (collectively, the "**Lenders**") and Castlelake Lending Opportunities, L.L.C., a Delaware limited liability company, in its capacity as facility manager (the "**Facility Manager**"), are providing commitments to extend certain credit facilities to the Borrower, in an aggregate principal amount not to exceed Three Hundred Fifty Million Dollars ($350,000,000), consisting of (i) One Hundred Seventy Five Million Dollars ($175,000,000) aggregate principal amount of term loans to be funded on the Initial Funding Date (the "**Initial Loan Disbursement**") and (ii) up to One Hundred Seventy Five Million Dollars ($175,000,000) aggregate principal amount of delayed-draw term loans to be funded in accordance with the terms of the Credit Agreement and the terms hereof (collectively, the "**Future Loan Disbursements**"; together with the Initial Loan Disbursement, collectively, the "**Credit Facilities**").

C. **Purpose**. The parties have entered into this Agreement in order to set forth (i) the conditions upon which, and the manner in which, funds will be disbursed from the Accounts to pay Project Costs and other expenses and (ii) certain representations, warranties and covenants of the Borrower.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions and Rules of Interpretation**.

1.1 Definitions. The terms identified below in this Section 1 shall have the meanings herein specified and capitalized terms not otherwise identified in this Section 1 shall have the meanings given in the Credit Agreement.

"**Account Bank**" means (i) with respect to the Borrower Account, Bank of America, N.A., and (ii) with respect to the Construction Disbursement Account, Wilmington Trust, National Association, or (iii) in either case, any replacement bank replaced by Borrower in accordance with Section 12.15.

"**Accounts**" means, collectively, the Construction Disbursement Account, the Borrower Account and any other accounts or sub-accounts established from time to time with respect thereto and subject to the terms of the Control Agreement or this Agreement, as applicable.

"**Administrative Agent**" has the meaning given in the preamble.

"**Agreement**" has the meaning given in the preamble.

"**Anticipated Investment Income**" means, at any time, with respect to each Account, the amount of investment income which the Borrower in good faith reasonably estimates will accrue on the funds in such Account through the Final Completion Date, taking into account the current and future anticipated rates of return on investments in such Account permitted under the Loan Documents and the anticipated times and amounts of draws from such Account for the payment of Project Costs.

"**Applicable Permits**" means all Permits and all other national, state and local license authorizations, certifications, filings, recordings, permits or other approvals with or of any Governmental Authority, including environmental, construction, operating or occupancy permits and any agreements, consents or approvals that are required or that are otherwise necessary for the design, construction, financing, ownership, maintenance and operation of the Project.

"**Architect**" means L2 Studios, Inc., a Florida corporation (and any successor architect reasonably acceptable to the Administrative Agent).

"**Architectural Services Agreement**" means that certain "Standard Form of Agreement Owner and Architect" on AIA Form B101-2007 between Developer and Architect, dated as of December 11, 2017, or in the event that L2 Studios, Inc. is replaced as the Architect, such other agreement with a replacement architect that is in form and substance reasonably satisfactory to the Administrative Agent.

"**Available Construction Funds**" means, at any given time, the sum of (a) all Future Loan Disbursements remaining to be disbursed, (b) the amounts then on deposit in the Disbursement Accounts, and (c) the Anticipated Investment Income at such time.

"**Borrower**" has the meaning given in the preamble.

"**Borrower Account**" means an account with an account number ending in 7312 in the name of the Borrower established at Account Bank or such account in replacement or substitution thereof and designated by Borrower for the receipt of the Initial Loan Disbursement and disbursements from the Construction Disbursement Account and subject to the Control Agreement during the existence of an Event of Default.

"**Budget Amendment Overruns**" has the meaning given in Section 6.1.

"**Budget Amendment Shortfall**" has the meaning given in Section 6.5.

"**Budget Amendment Threshold**" has the meaning given in Section 6.1

"**Casualty Event**" means any involuntary loss of title, damage to or any destruction of, or any condemnation or other Taking (including by any Governmental Authority) of, any property of Borrower. "Casualty Event" shall include but not be limited to Events of Eminent Domain.

"**Casualty Threshold**" has the meaning given in Section 6.8.

"**Closing Date**" has the meaning given in the preamble.

"**Closing Date Shortfall**" has the meaning given in Section 4.1.2(i).

"**Consent**" means a Consent to a Collateral Assignment of a Construction Contract in form attached hereto as Exhibit F.

"**Construction Consultant**" means CREDE Construction Advisory, LLC, or any other person designated from time to time by the Facility Manager to serve as the Construction Consultant hereunder; provided, that, the fees and expenses of any Construction Consultant designated by the Facility Manager shall be borne by the Facility Manager and not Borrower.

"**Construction Contract Amendment**" means any amendment or modification of, or a waiver of a right or obligation under, a Construction Contract to which the Borrower is a party, or any payment or performance bond provided thereunder (including any change order or any owner construction change directive to such a Construction Contract).

"**Construction Contract Amendment Certificate**" has the meaning given in Section 6.2.

"**Construction Contracts**" means the contracts between one or more of the

"**Construction Contracts**" means the contracts between one or more of the Borrower, Developer or Contractors and any other person pertaining to the design or construction of the Project or the supply of materials, fixtures, equipment or services for the design, construction or installation of the Project, including the Key Construction and Design Contracts.

"**Construction Disbursement Account**" means the Construction Disbursement Account to be established on or prior to the Initial Loan Disbursement in the name of the Borrower pursuant to Section 2.2 of this Agreement, or any replacement account opened in accordance with Section 12.15 of this Agreement.

"**Contractor**" means a contractor, subcontractor, architect, engineer or supplier of materials, fixtures, equipment or services, in each case, in connection with the construction of the Project pursuant to a Construction Contract, including the Developer and the Architect and each other contractor, architect, engineer or supplier party to a Construction Contract.

"**Contractor Subject to Retainage**" means (a) each Contractor performing work relating to Hard Costs for the Project and with a contract price (or the expected aggregate amount to be paid, in the case of "cost plus" contracts) of at least […***…], and (b) upon the reasonable

request of the Administrative Agent, each other Contractor performing work under a Construction Contract entered into after the Closing Date with regard to the applicable Project which involves the supply and installation of materials for such Project with a contract price (or the expected aggregate amount to be paid, in the case of "cost plus contracts") of at least […***…].

"**Control Agreement**" means**,** collectively, (i) with respect to the Borrower Account, that certain Deposit Account Control Agreement, dated as of the date hereof, by and among the Borrower, the Administrative Agent and the Account Bank, and (ii) any additional Deposit Account Control Agreement, in form and substance reasonably satisfactory to the Administrative Agent, with respect to an Account opened with the consent of the Administrative Agent.

"**Credit Agreement**" has the meaning given in the recitals.

"**Credit Facilities**" has the meaning given in the recitals.

"**Default**" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"**Developer**" has the meaning given in the Credit Agreement.

"**Development Agreement**" has the meaning given in the Credit Agreement.

"**Disbursement**" means a transfer of funds from the Construction Disbursement Account to pay Project Costs (including, to the extent provided in Section 2.2.3, to pay costs, expenses and taxes related to a Casualty Event).

"**Disbursement Accounts**" means, collectively, the Construction Disbursement Account and any other accounts or subaccounts related thereto.

"**Disbursement Agent**" has the meaning given in the preamble.

"**Disbursement Request**" has the meaning given in Section 4.1.1(a)(iii).

"**Disputed Amounts**" means payments for work, services or materials, fixtures or equipment that are being contested in good faith by the Borrower through appropriate proceedings consistent with this Agreement and the other Loan Documents (in any event, so long as no foreclosure proceedings have been commenced with respect thereto or if commenced, such proceedings are either stayed during the pendency of such contest or any Lien that is the subject of such contested payment has been removed from the Property and fully transferred to security pursuant to Fla. Stat. §713.24 such that the foreclosure proceedings are no longer affecting the Property); provided, that if being contested (i) adequate reserves with respect to such obligations contested in good faith are maintained on the books of the Borrower, to the extent required by GAAP and (ii) at any time prior to the Final Completion Date, the amount of the Borrower's likely liability under any Lien associated with such payments (as reasonably determined by the Administrative Agent) is reserved in the Disbursement Accounts.

"**Equity Contribution**" means any equity contribution made to Borrower by Borrower Parent or Guarantor prior to the Closing Date utilized to acquire the Project site and to

pay for development and pre-development expenses and certain other Project Costs as set forth in the Project Budget delivered to the Administrative Agent and the Facility Manager on the Closing Date pursuant to Section 4.01(i) of the Credit Agreement.

"**Event of Default**" has the meaning given in Section 7.

"**Event of Eminent Domain**" means, with respect to any property, (a) any compulsory transfer or taking by condemnation, seizure, eminent domain or exercise of a similar power, or transfer under threat of such compulsory transfer or taking or confiscation of such property or the requisition of the use of such property, by any agency, department, authority, commission, board, instrumentality or political subdivision of any state, the United States or another Governmental Authority having jurisdiction or (b) any settlement in lieu of any of the actions described in clause (a) above.

"**Existing Unincorporated Materials**" has the meaning given in Section 5.1.

"**Facility Manager**" has the meaning given in the recitals.

"**Final Completion**" means each of the following conditions has been satisfied:

(a) The Substantial Completion Date shall have occurred;

(b) The Borrower shall have delivered to the Disbursement Agent and the Administrative Agent an Officer's Certificate substantially in the form of Exhibit E-2 to the effect that (i) all amounts required to be paid to Contractors have been paid other than Disputed Amounts, (ii) the aggregate Reserved Disputed Amounts with respect to all Construction Contracts shall have been reserved in the Construction Disbursement Account, (iii) the Borrower has received final unconditional lien releases, affidavits and agreements from each Contractor, other than a Contractor that is a subcontractor of another Contractor, in Florida statutory form or in another form reasonably acceptable to the Administrative Agent and the Title Company; and (iv) there are no mechanic's liens or other liens, charges or orders filed against the Project or any portion thereof by any Contractor or any other party that have not been discharged of record, insured over or bonded over;

(c) Borrower shall have reasonably cooperated with the Construction Consultant in order to permit the Construction Consultant to deliver to the Disbursement Agent and the Administrative Agent a certificate confirming the factual certification described in clause (b) above, substantially in the form of Exhibit 1 to Exhibit E-2;

(d) The Title Company shall have delivered to the Administrative Agent an Update Endorsement to each Title Policy delivered pursuant to Section 5.10(c) of the Credit Agreement advancing the effective date of coverage under the Title Policy to the Final Completion Date;

(e) If reasonably requested by the Administrative Agent or the Disbursement Agent, Borrower shall have delivered copies of all material warranty documentation, together with all material guaranties and maintenance agreements,

in each case provided to or for the benefit of the Borrower pursuant to a Construction Contract in respect of the improvements comprising the Project; and

(f) If reasonably requested by the Administrative Agent or the Disbursement Agent, Borrower shall have delivered evidence demonstrating continued compliance with the insurance requirements under Section 5.09 of the Credit Agreement.

"**Final Completion Date**" means the date on which Final Completion occurs.

"**Final Completion Deadline**" means May 30, 2023.

"**Final Plans and Specifications**" means, with respect to any particular work or improvement that constitutes a portion of the Project, the Plans and Specifications for such work or improvement to the extent such Plans and Specifications:

(a) have received all approvals from all Governmental Authorities required to approve such Plans and Specifications that are necessary to commence construction of such work or improvements, if any;

(b) contain sufficient specificity to permit the completion of such work or improvement;

(c) are consistent with constructing the Project to include the Minimum Facilities;

(d) have been signed by the Architect; and

(e) call for construction of the Project in a manner consistent with the Final Completion Date occurring on or prior to the Final Completion Deadline;

provided, however, that the Final Plans and Specifications may be modified from time to time in accordance with the terms hereof.

"**Final Plans and Specifications Amendment Certificate**" means an Officer's Certificate from the Borrower substantially in the form attached hereto as Exhibit G.

"**Force Majeure Event**" means any of the following events that causes a delay in the development, construction, equipping or opening of the Project, but only to the extent that the Borrower has used reasonable efforts to mitigate the impact of the delay, and Borrower has given the Disbursement Agent and the Administrative Agent written notice of its intent to claim that a Force Majeure Event will delay construction of the Project (together with a statement setting forth in reasonable detail the basis of such claim) within thirty (30) days after the occurrence of such Force Majeure Event: (a) an "Act of God" (such as tornado, flood, hurricane, etc.); (b) fires or other casualties; (c) strikes, lockouts or other labor disturbances (except to the extent taking place at the Project site only); (d) riots, insurrections or civil commotions; (e) acts of sabotage or terrorism; (f) any requirements of law, statute or regulation enacted after the Closing Date; (g) embargoes, shortages or unavailability of materials, supplies, labor, equipment and systems that first arise after the Closing Date, but only to the extent caused by another act, event or condition

listed in clauses (a) through (f) above; provided, however, that in no event shall any milestone or deadline contained in this agreement be tolled for an amount exceeding one hundred eighty (180) days as a result of the occurrence of one or more Force Majeure Events.

"**Future Loan Disbursement**" has the meaning given in the recitals.

"**Governmental Action**" means any resolution, ordinance, statute, regulation, order, judgment or decision regardless of how constituted having the force of law.

"**Hard Costs**" means, individually and/or collectively, as the context may require, all costs and expenses set forth in the Project Budget which are denominated in the Project Budget as "Hard Costs".

"**Hotel Opening Date**" has the meaning given in the Credit Agreement.

"**Indemnitee**" has the meaning given in Section 9.

"**Initial Funding Date**" has the meaning given in the Credit Agreement.

"**Initial Loan Disbursement**" has the meaning given in the recitals.

"**Key Construction and Design Contracts**" means the Development Agreement, the Sub-Development Agreement, the Architectural Services Agreement and each Major Trade Contract.

"**Lenders**" has the meaning given in the recitals.

"**Loan Party**" means, individually and/or collectively, as the context may require, Borrower, Borrower Parent and Guarantor.

"**Line Item**" means a line item of cost or expense set forth in the Project Budget.

"**Major Trade Contract**" means any Construction Contract entered into directly with Borrower or Developer and having a contract or purchase price, as the case may be, whether initially or thereafter by virtue of any change order or change orders, equal to or in excess of Ten Million Dollars ($10,000,000); provided that, for purposes of this definition, multiple Construction Contracts with a single contractor or supplier, or any Affiliate thereof, as the case may be, shall be deemed to constitute a single Construction Contract for the purposes of determining whether the same constitutes a Major Trade Contract hereunder.

"**Material Change Order**" means any change order to the Project Budget or the approved Plans and Specifications (in excess of the changes permitted without the approval of the Administrative Agent pursuant to Section 6.1 hereof) that (a) constitutes a material change in the architectural or structural design, layout or quality of any of the planned improvements to the Project, (b) would materially change the number of keys or significantly reduce the floor area of hotel rooms available, or (c) would reasonably be expected to adversely affect the Lien or priority of the Lien of the Mortgage; provided that it is acknowledged that any further refinement or embellishment to the Plans and Specifications (including any non-material adjustment to the size or number of contemplated facilities or the amenities associated therewith) in a manner which is

not inconsistent in any material respect with the Plans and Specifications or any subsequent refinement or embellishment thereof shall not be considered a "Material Change Order."

"**Material Construction Contract Amendment**" has the meaning given in Section 6.2.

"**Material Construction Contract Amendment Certificate**" has the meaning given in Section 6.2.

"**Minimum Facilities**" means, with respect to the Project, collectively, the Phase I Minimum Facilities and the Phase II Minimum Facilities.

"**Net Cash Proceeds**" means with respect to any Casualty Event, the cash insurance proceeds, condemnation awards and other compensation received in respect thereof, including but not limited to insurance proceeds and condemnation awards, net of all costs and expenses incurred in connection with the collection of such proceeds, awards or other compensation in respect of such Casualty Event (including (i) any costs incurred in connection with the adjustment or settlement of any claims in respect thereof and (ii) costs incurred in connection with any sale of such assets, including income taxes payable as a result of any gain recognized in connection therewith).

"**Officer's Certificate**" has the meaning given in the Credit Agreement.

"**Permitted Amounts**" means, without duplication, (a) uncompleted Punchlist Items, (b) Disputed Amounts and (c) Retainage Amounts, in each case which amounts are certified by the Borrower.

"**Permitted Initial Budget Amendment**" has the meaning given in Section 6.1.

"**Phase I Minimum Facilities**" means a hotel and resort comprised of approximately 785 keys constructed in one hotel tower containing 512 keys and two separate suite towers collectively containing 273 keys, 16 food and beverage outlets, approximately 55,000 square feet of meeting and event space, and an approximately 7,500 square foot fitness center and spa.

"**Phase II Minimum Facilities**" means an approximately three-level structure designated for a full-service restaurant and meeting and event space, and a 100 yard ground-level swimming pool with accompanying outdoor food and beverage facility.

"**Plans and Specifications**" means all drawings, plans and specifications prepared by or on behalf of the Borrower, as amended or supplemented from time to time in accordance with this Agreement, and, if required, submitted to and approved by the appropriate regulatory authorities, which describe and show the Project and the labor and materials necessary for the construction thereof.

"**Project**" has the meaning given in the recitals.

"**Project Budget**" means the budget delivered to the Administrative Agent in accordance with Section 4.01(l) of the Credit Agreement for all Project Costs reasonably expected

to be due and owing on or prior to the Final Completion Date, as the same may be amended from time to time in accordance herewith.

"**Project Budget Adjustment Period**" has the meaning given in Section 6.1.

"**Project Budget Amendment Certificate**" has the meaning given in Section 6.1.3.

"**Project Costs**" means the costs to be incurred in connection with the design, development, construction, equipping and opening of the Project, including all Hard Costs and Soft Costs, in each case, as set forth in the Project Budget, but specifically excluding any amounts payable under the Loan Documents and any related fee agreements, costs related to the operation of the Project and not set forth in the Project Budget.

"**Project Documents**" shall mean, individually or collectively as the context may require, the Key Construction and Design Contracts, the Construction Contracts, and each other agreement entered into by Borrower or Developer in accordance with the terms of the Loan Documents for construction and completion of the Project.

"**Project Schedule**" means the schedule for construction and completion of the Project (including a monthly progress schedule and schedule of key dates for construction and completion of the Project, each of which demonstrates that the Final Completion Date will occur on or before the Final Completion Deadline), as the same may be amended from time to time in accordance herewith.

"**Punchlist Completion Amount**" means, from time to time from and after the Substantial Completion Date, the Borrower's reasonably estimated cost to complete all remaining Punchlist Items.

"**Punchlist Items**" means minor or insubstantial details of construction or mechanical adjustment, the non-completion of which, when all such items are taken together, will not interfere in any material respect with the use or occupancy of the Project for its intended purposes or the ability of the owner or lessee, as applicable, of any portion of the Project (or any tenant thereof) to perform work that is necessary to prepare such portion of the Project for such use or occupancy.

"**Related Parties**" means, as to any Indemnitee, the Affiliates of any Indemnitee and the employees, officers, directors and agents of such Indemnitee and its Affiliates.

"**Remaining Costs**" means, at any date of determination and with respect to any Line Item in the Project Budget, the amount of funds the Borrower reasonably expects to be expended after such date of determination to complete the tasks set forth in such Line Item, including, for the avoidance of doubt, Retainage Amounts and Reserved Disputed Amounts, as certified at any such time by the Borrower.

"**Required Contingency**" means, at any time, with respect to the Project, a minimum amount required to be maintained with respect to an "Owner's Hard Cost Contingency" Line Item of at least […***…] of all then remaining Hard Costs, as well as a "Contingency" Line Item of at least […***…] for all then remaining Soft Costs.

"**Required Disbursement Account Deposit**" has the meaning given in Section 2.2.3.

"**Required Equity Amount**" has the meaning given in Section 6.5.

"**Required Initial Equity Amount**" has the meaning given in Section 6.5.

"**Required Retainage Amounts**" means, for Construction Contracts that (individually, or taken together with other Construction Contracts) account for at least […***…] of Hard Costs as set forth in the Project Budget (excluding Construction Contracts that are subcontracts with a Contractor), (a) the greater of (i) ten percent (10%) of the applicable contract price with the ability to reduce to five percent (5%) of the applicable contract price from and after

the date that the work contemplated by the applicable Construction Contract is greater than fifty percent (50%) Complete, and (ii) the actual retainage required under such Construction Contract; provided that, if Borrower requests the Administrative Agent's consent to a Construction Contract with retainage that is less than the above-referenced amounts, and the Administrative Agent approves such Construction Contract, then the retainage amount in such approved Construction Contract shall be the "Retainage" amount hereunder with respect to such Construction Contract.

"**Reserved Amount**" has the meaning given in the definition of "Substantial Completion".

"**Reserved Disputed Amounts**" means the portion of Disputed Amounts reasonably estimated by the Borrower in good faith (in consultation with the Construction Consultant) as its liability with respect thereto.

"**Retainage Amounts**" means, at any given time, amounts, if any, that have accrued and are owing under the terms of a Construction Contract for work, materials or services already provided but which at such time (in accordance with the terms of the Construction Contract) are being withheld from payment to the Contractor thereunder until certain subsequent events (e.g., completion benchmarks) have been achieved.

"**Shortfall**" means, at any time of determination, the amount by which the sum of the total Remaining Costs plus the Required Contingency exceeds Available Construction Funds.

"**Soft Costs**" means all Project Costs other than Hard Costs.

"**Substantial Completion**" means each of the following conditions has been satisfied:

(a) The Borrower shall have delivered to the Disbursement Agent (with a copy to the Administrative Agent):

(i) an Officer's Certificate substantially in the form of Exhibit E-1 certifying that:

(A) the Hotel Opening Date shall have occurred and the Project is open for business to the public;

(B) all amounts required to be paid to Contractors in connection with causing the Project to achieve the Substantial Completion Date have been paid, other than Permitted Amounts, so long as: (1) 110% of the Punchlist Completion Amount for such uncompleted Punchlist Items shall have been reserved in the Construction Disbursement Account; (2) the aggregate Reserved Disputed Amounts with respect to all Construction Contracts shall have been reserved in the Construction Disbursement Account; and (3) the Retainage Amounts shall have been reserved in the Construction Disbursement Account (such reserved amounts, collectively with the reserved amounts described in preceding clauses (1) and (2), the "**Reserved Amount**");

(C) the Borrower has received lien releases, affidavits and agreements from each Contractor, other than Contractors that are subcontractors of another Contractor, substantially in Florida statutory form or another form reasonably acceptable to the Administrative Agent and the Title Company;

(D) there are no mechanic's liens or other liens, charges or orders filed against the Project or any portion thereof by any Contractor or any other party that have not been discharged of record, insured over or bonded over; and

(E) all material Applicable Permits with respect to the operation of the Project in all material respects have been issued and are in full force and effect.

(ii) Borrower shall have reasonably cooperated with the Construction Consultant in order to permit the Construction Consultant to deliver to the Disbursement Agent and the Administrative Agent a certificate of the

Construction Consultant, substantially in the form of Exhibit 1 to Exhibit E-1, confirming the factual certification described in clause (i) above; and

(iii) an Update Endorsement to the applicable title policy from the Title Company;

(b) A list of any remaining Punchlist Items, including the estimated cost of completing the same, shall have been delivered to the Administrative Agent and the Disbursement Agent by the Borrower and shall be satisfactory to the Administrative Agent as a reasonable punch list in all material respects;

(c) the Architect shall have delivered a certificate(s) or notice(s) of "Substantial Completion" on Form AIA Document G704 of each material portion of the work reflected in the Final Plans and Specifications and each such certificate or notice shall have been accepted by the Borrower and the Construction Consultant in accordance herewith; and

(d) the Project shall have received a temporary certificate of occupancy from the applicable Governmental Authority.

"**Substantial Completion Date**" means the date on which Substantial Completion occurs.

"**Sub-Developer**" shall mean Suffolk Construction Company, Inc., a Massachusetts corporation.

"**Sub-Development Agreement**" shall mean that certain agreement for construction management services pursuant to AIA Document C132 – 2009, dated as of April 5, 2019 by and between Developer and Sub-Developer, as amended by that certain First Amendment to Agreement between Developer and Construction Manager, dated April 19, 2019, that certain Second Amendment to Standard Form of Agreement between Developer and Construction Manager, as Advisor, dated as of May 7, 2019, and that certain Third Amendment to Standard Form of Agreement between Developer and Construction Manager, as Advisor, dated as of May 20, 2019, and as the same may be further amended, restated, modified or supplemented pursuant to and in accordance with the terms of this Agreement.

"**Taking**" means a taking or voluntary conveyance during the term of this Agreement of all or part of the Mortgaged Property, or any interest therein or right accruing thereto or use thereof, as the result of, or in settlement of, or in contemplation of, any condemnation or other Event of Eminent Domain affecting any Mortgaged Property or any portion thereof, whether or not the same shall have actually been commenced.

"**Unfunded Shortfall Amount**" means, at the time of any Disbursement, the then existing portion of the Closing Date Shortfall and any Budget Amendment Shortfall that has not been offset by the sum of (a) Borrower's prior deposits into the Disbursement Account and specifically earmarked to reduce the amount of the Closing Date Shortfall and any Budget Amendment Shortfall and (b) the aggregate amount of Borrower's Share of all prior Disbursement Requests actually funded by Borrower under Section 4.1.2(i).

"**Unincorporated Materials**" means all materials, machinery, fixtures, furniture, equipment or other items, purchased or manufactured for incorporation into the Project but which, at the time in question, (i) are not located at the Project site, but have been delivered to Borrower or its agents and are stored in a designated and secure area at a "bonded" warehouse location in the United States of America that is reasonably acceptable to Administrative Agent, and for which the Borrower has paid or intends to pay with the proceeds of the Loan all or a portion of the purchase price, or (ii) are located at the Project site but are not expected to be incorporated into the Project within one hundred twenty (120) days after the date of such Disbursement Request. For avoidance of doubt, "Unincorporated Materials" shall not include materials, machinery, fixtures, furniture, equipment or other items for which Borrower has paid deposits in accordance with the seller's terms of manufacture or sale, but which have not been shipped from the seller's point of origin.

"**Unincorporated Materials Amount**" has the meaning given in Section 5.1.

"**Update Endorsement**" has the meaning given in Section 4.1.2(c).

1.2 Rules of Interpretation. Headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation of this Agreement. References to "Sections" shall be to Sections of this Agreement unless otherwise specifically provided. Except as otherwise defined, accounting terms have the meanings assigned to them by GAAP, as in effect from time to time, as applied by the accounting entity to which they refer. The rules of construction set forth in Section 1.02 of the Credit Agreement shall be applicable to this Agreement *mutatis mutandis*. Capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Credit Agreement.

2. Appointment of Disbursement Agent; Establishment of Accounts; Related Provisions.

2.1 Appointment of the Disbursement Agent. The Disbursement Agent is hereby appointed by the Borrower and the Administrative Agent (acting at the direction of the Facility Manager) as disbursement agent hereunder, and the Disbursement Agent hereby agrees to act as such and to accept and promptly cause to be deposited into, or withdrawn from, the applicable Accounts all cash, payments and other amounts to be delivered to the Disbursement Agent for deposit into any such Account or to be withdrawn from any such Account pursuant to the terms of this Agreement.

2.2 Establishment and Funding of Accounts.

2.2.1 Establishment of Accounts. On or prior to the Initial Loan Disbursement (and as a condition precedent to Lender making the Initial Loan Disbursement), the Borrower shall establish the Borrower Account and the Construction Disbursement Account at the applicable Account Bank and shall enter into a Control Agreement in respect of the Borrower Account, as described below; provided, that, the account control provisions of the Control Agreement for the Borrower Account shall be "springing" and shall only permit the Administrative Agent to exercise control over the Borrower Account during the existence of an Event of Default. The Borrower shall cause each of the Accounts to be maintained at all times until such Accounts are permitted to be closed in accordance with Sections 4.3 and 4.4.

2.2.2 Funding of the Borrower Account. On the Initial Funding Date, the Lenders shall cause the Administrative Agent to deposit Loan proceeds in the amount of the Initial Loan Disbursement into the Borrower Account for use by Borrower for payment of Project Costs incurred to date or to be incurred in accordance with the Project Budget and to reimburse Guarantor for contributions to Borrower in respect of budgeted Project Costs in excess of the Required Initial Equity Amount.

2.2.3 Funding of Construction Disbursement Account. On or prior to the Initial Funding Date, Borrower shall deposit an amount in cash (and, for the avoidance of doubt, not from any Loan proceeds) equal to […***…] into the Construction Disbursement Account (the "**Required Disbursement Account Deposit**") which amounts may be drawn by Borrower in accordance with, and subject to the conditions set forth in, Section 4 of this Agreement. On or about April 13, 2022 and October 13, 2022, provided no Event of Default is in existence, an amount equal to […***…] (the sum of both instalments represents the remaining gross proceeds of the Loan funded in accordance with Section 2.01(b) of the Credit Agreement shall be deposited into the Construction Disbursement Account. From time to time, the Borrower shall deposit into

the Construction Disbursement Account the following funds: (i) all amounts received by any Loan Party prior to the Substantial Completion Date in respect of liquidated or other damages under the Construction Contracts relating to the Project; (ii) all condemnation and casualty proceeds (including casualty insurance proceeds) in excess of the Casualty Threshold with respect to any single Casualty Event; and (iii) amounts paid under any payment and performance bonds delivered to any Loan Party or Developer under the Construction Contracts relating to the Project (other than amounts directly applied to the payment of Project Costs); provided, however, that from and after the Substantial Completion Date, the Borrower shall no longer be required to deposit in the Construction Disbursement Account amounts that are not intended to be used for the construction or, if applicable, repair or restoration of the Project.

2.2.4 [Reserved].

2.2.5 [Reserved].

2.2.6 Investment Income. The Borrower shall cause investment income from amounts on deposit in all Accounts to be deposited in such respective Account.

2.3 Acknowledgment of Security Interest; Control. Pursuant to the Mortgage and the other Collateral Documents, in order to secure the Obligations, the Borrower has pledged to, and created in favor of, the Administrative Agent a security interest in and to the Accounts, all cash, Cash Equivalents, instruments, investments, securities entitlements and other securities or amounts at any time on deposit in or credited to any of the Accounts, and all proceeds of any of the foregoing. All moneys, Cash Equivalents, instruments, investments and securities at any time on deposit in or credited to any of the Accounts shall constitute collateral security for the payment and performance of the Obligations and shall at all times be subject to the control (as defined in the UCC) of the Administrative Agent. The Borrower Account shall be held in the custody of the applicable Account Bank under the Control Agreement in trust for the purposes of, and on the terms set forth in, the applicable Control Agreement. Borrower acknowledges and agrees that the Disbursement Account is subject to the sole dominion, control and discretion of Administrative Agent and its authorized agents or designees. Borrower nor any Affiliate of Borrower shall have the right of withdrawal with respect to the Disbursement Account except with the prior written consent of the Administrative Agent. No Borrower nor any Affiliate of Borrower, or any Person claiming on or behalf of or through Borrower or any Affiliate of Borrower shall have any right or authority to give instructions with respect to the Disbursement Account. Borrower acknowledges and agrees that Wilmington Trust, National Association, as the Account Bank, shall comply with the instructions originated by Administrative Agent and Disbursement Agent with respect to the disposition of funds in the Disbursement Account pursuant to the terms hereof without the further consent of Borrower or any other Person.

2.4 Account Management. The management of the Construction Disbursement Account shall be in accordance with the provisions hereof and the other Loan Documents.

3. Certain Responsibilities of the Disbursement Agent.

3.1 Disbursements. After the Initial Loan Disbursement (which shall be funded directly to the Borrower Account) and except for the payments described in Section 3.3 and subject to Sections 3.5 and 4.1.3, the Disbursement Agent shall disburse or cause to be disbursed funds from the Construction Disbursement Account into the Borrower Account in accordance with the

Borrower's Disbursement Requests after approval thereof in accordance with the terms hereof and only upon satisfaction (or waiver by the Administrative Agent) of the applicable conditions to disbursement set forth herein. For the avoidance of doubt, instructions from the Disbursement Agent for the payment of amounts described in Section 3.3 (other than Section 3.3.2) shall be given regardless of whether the conditions precedent to disbursement have been finalized or waived and regardless of whether an Event of Default has occurred or is continuing.

3.2 Transfer of Funds at Direction of the Administrative Agent. Subject to Sections 3.3, 3.5, and 4.1.3 but notwithstanding any other provision to the contrary in this Agreement, from and after the date the Disbursement Agent receives written notice from the Borrower or the Administrative Agent that an Event of Default exists and is continuing and until such time as the Disbursement Agent receives written notice from the Administrative Agent that such Default is no longer continuing, the Disbursement Agent shall not instruct the Account Bank to disburse any funds from the Construction Disbursement Account and any withdrawal or transfer of amounts from the Construction Disbursement Account shall be made at the direction of the Administrative Agent; provided, however, that Disbursement Requests submitted by the Borrower hereunder for payments of insurance premiums on insurance policies or payment of Taxes and Impositions shall be honored to the extent of Disbursements necessary for payment of such amounts notwithstanding the continuance of any Event of Default, unless and until the Administrative Agent shall have notified the Disbursement Agent that such Disbursements are not to be made.

3.3 Payment of Compensation.

3.3.1 Compensation of the Disbursement Agent and the Administrative Agent. The Disbursement Agent shall instruct the applicable Account Bank to transfer the fees and any other amounts payable and scheduled to be paid under the Credit Agreement from the Construction Disbursement Account directly to the Disbursement Agent or the Administrative Agent, as applicable, in accordance with the Credit Agreement, which amounts shall constitute compensation for services to be performed by each in its capacity as the Disbursement Agent and the Administrative Agent, respectively

the Administrative Agent, respectively.

3.3.2 Power of Attorney. The instructions contemplated by this Section 3.3 to be given by the Disbursement Agent shall be made without the requirement of obtaining any further consent or action on the part of the Borrower with respect thereto, and the Borrower hereby constitutes and appoints the Disbursement Agent its true and lawful attorney-in-fact solely and exclusively to give such instructions and, if applicable, make such disbursements, and this power of attorney shall be deemed to be a power coupled with an interest and shall be irrevocable.

3.4 Periodic Review.

3.4.1 Review by Disbursement Agent. The Disbursement Agent shall act in good faith in the performance of its duties hereunder. Commencing upon execution and delivery hereof, the Disbursement Agent shall have the right, but shall have no obligation, to meet periodically at reasonable times upon reasonable advance notice with representatives of each of the Administrative Agent, the Facility Manager, the Borrower, the Developer, the Architect, the Construction Consultant and such other employees, consultants or agents as the Disbursement

Agent shall reasonably request to be present for such meetings. In addition, the Disbursement Agent shall have the right, but shall have no obligation, at reasonable times during customary business hours and at reasonable intervals upon prior notice to review, to the extent it deems reasonably necessary or appropriate to permit it to perform its duties hereunder, all information (including Construction Contracts) supporting any Disbursement Request and any certificates in support of any of the foregoing. The Disbursement Agent shall be entitled, but shall have no obligation, to examine, copy and make extracts of the books, records, accounting data and other documents of the Loan Parties which are reasonably necessary or appropriate to permit it to perform its duties hereunder, including bills of sale, statements, receipts, contracts or agreements, which relate to any materials, fixtures or articles incorporated into the Project. The rights of the Disbursement Agent under this Section 3.4 shall not be construed as an obligation, it being understood that the Disbursement Agent's duty is solely limited to act upon certificates and Disbursement Requests submitted by the Borrower and instructions of the Administrative Agent, and the Disbursement Agent shall be protected in acting upon any Disbursement Request which appears to be valid on its face and to be duly executed by an authorized representative of the Borrower.

3.4.2 Review by Construction Consultant. The Borrower shall permit the Construction Consultant (acting as a representative for the Administrative Agent and the Facility Manager) to meet periodically at reasonable times during customary business hours and at reasonable intervals but in no event no less often than once every calendar month with representatives of the Borrower, the Developer, the Architect and such other employees, consultants or agents as the Construction Consultant shall reasonably request (at the direction of the Administrative Agent and the Facility Manager) to be present for such meetings. The Borrower shall permit the Construction Consultant (a) to perform such inspections of the Mortgaged Property and the Project as it deems reasonably necessary or appropriate in the performance of its duties on behalf of the Administrative Agent and the Facility Manager, (b) at reasonable times during customary business hours upon reasonable prior notice to review, to the extent it deems reasonably necessary or appropriate to permit it to perform its duties and in any event no less often than once every calendar month, to review and examine the Plans and Specifications and all shop drawings relating to the Project, and all information (including Construction Contracts) supporting the amendments to the Project Budget, amendments to any Construction Contracts, any Disbursement Request and any certificates in support of any of the foregoing, to inspect materials stored at any Mortgaged Property, the Project, or off-site facilities where materials designated for use in the Project are stored, and (c) to review the insurance required pursuant to the terms of the Loan Documents. The Borrower hereby authorizes the Administrative Agent and the Disbursement Agent to contact any payee for purposes of confirming receipt of progress payments; provided that the Administrative Agent and the Disbursement Agent shall have no obligation to contact any payee to so confirm. In addition, the Administrative Agent and the Disbursement Agent shall be entitled to examine, copy and make extracts of the books, records, accounting data and other documents of the Borrower relating to the construction of the Project, including bills of sale, statements, receipts, lien releases and affidavits, contracts or agreements, which relate to any materials, fixtures or articles incorporated into the Project, and Administrative Agent and Disbursement Agent shall be entitled to share such materials with the Facility Manager and the Construction Consultant. From time to time, at the request of the Administrative Agent and the Disbursement Agent, the Borrower shall deliver to the Administrative Agent and/or the Disbursement Agent the Project Schedule for the Project. The Borrower agrees to reasonably cooperate, and to use commercially reasonable efforts to cause the Developer and each other

Contractor to reasonably cooperate, with the Construction Consultant in assisting the Construction Consultant to perform its duties on behalf of the Administrative Agent and the Disbursement Agent and the Facility Manager and exercising its review and inspection rights hereunder to take such further steps as the Administrative Agent and the Disbursement Agent reasonably may request in order to facilitate the performance of such obligations or the exercise of such rights.

3.5 Special Procedures for Unpaid Contractors. The Borrower agrees that the Disbursement Agent may, but shall not be obligated to, make or cause to be made advances and transfers of any or all sums in the Construction Disbursement Account directly into the account of any Contractor for amounts due and owing to such Contractor from the Borrower without further authorization from the Borrower and the Borrower hereby constitutes and appoints the Disbursement Agent its true and lawful attorney-in-fact solely and exclusively to make or cause the making of such direct payments and this power of attorney shall be deemed to be a power coupled with an interest and shall be irrevocable; provided that the Disbursement Agent shall not exercise its rights under this power of attorney except to make payments (x) as directed by the Borrower pursuant to a Disbursement Request, (y) in accordance with Section 4.1.3, or (z) during the existence of an Event of Default. No further direction or authorization from the Borrower shall be necessary to warrant or permit the Disbursement Agent to make or cause the making of such advances in accordance with the foregoing sentences. The Disbursement Agent shall consult with, and may (but shall not be obligated to) seek direction from, the Administrative Agent in making any advances or transfers under the first sentence of this Section 3.5. The Disbursement Agent shall have no liability for any advances or transfers made in accordance with this Section 3.5 absent gross negligence or willful misconduct or material breach of the provisions hereof on the part of the Disbursement Agent (in each case, as determined by a court of competent jurisdiction in a final judicial determination). The Disbursement Agent shall provide written notice of its intent to exercise its rights in this Section 3.5, provided, however, that the Disbursement Agent shall not be liable for any failure to provide such written notice.

4. Disbursements.

4.1 Procedure for Disbursements and Approvals.

4.1.1 Disbursement Requests.

(a) After the Initial Loan Disbursement, the Borrower shall have the right from time to time, no more frequently than once per calendar month (or at such more frequent intervals as may be agreed by the Disbursement Agent in its sole discretion), to submit to the Disbursement Agent and the Administrative Agent a request for the disbursement of funds from the Construction Disbursement Account (in accordance with Section 4.2) substantially in the form of Exhibit A (a "**Disbursement Request**"), together with the exhibits and attachments thereto, no later than ten (10) Business Days prior to the date on which Borrower desires Disbursement Agent to make the requested Disbursement;

(b) The Borrower shall not be entitled to any Disbursement unless and until a final, executed Disbursement Request, with all exhibits and attachments thereto, has been properly completed and submitted to the Disbursement Agent and the Administrative Agent in accordance with this Section 4.1.1. Disbursement Requests shall be acted on as follows:

(i) Within five (5) Business Days of the submission of a Disbursement Request to the Disbursement Agent, time being of the essence, the Administrative Agent shall either (A) provide written notice to the Disbursement Agent and Borrower that it approves such Disbursement Request to the extent in compliance with this Agreement including each applicable condition set forth in Section 4.1.2, (B) provide written notice to the Disbursement Agent and Borrower that it approves such Disbursement Request in part, in the event that the Administrative Agent reasonably determines that a portion of such Disbursement Request is not in compliance with this Agreement, but the remainder of such Disbursement Request is in compliance with this Agreement (in which case the Administrative Agent's written notice to the Disbursement Agent and Borrower shall specify in reasonable detail any portion of such Disbursement Request that is not approved and the reasons why such portion has not been approved), or (C) provide written

approved and the reasons why such portion has not been approved), or (C) provide written notice to the Disbursement Agent and Borrower that it will not approve such Disbursement Request because such Disbursement Request is not in compliance with this Agreement (which notice shall specify in reasonable detail the reasons why such Disbursement Request is not in compliance with this Agreement).

(ii) Within five (5) Business Days of receiving an approval of the Disbursement Request (or any portion thereof) from the Administrative Agent, the Disbursement Agent shall instruct the Account Bank to make the Disbursements requested in any Disbursement Request (or in the case of clause (i)(B) above, the portion of such Disbursement Request approved by the Administrative Agent) that satisfies each of the conditions set forth in Section 4.1.2);

Notwithstanding the foregoing, in the event that the Borrower obtains additional information or documentation or discovers any errors in or updates required to be made to any Disbursement Request prior to the making of the requested Disbursement, the Borrower may revise and resubmit such Disbursement Request to the Disbursement Agent and the Disbursement Agent shall use commercially reasonable efforts to review such supplemental Disbursement Request within the time period set forth above. In the event that the Disbursement Agent approves only a portion of the payments or disbursements requested by the Disbursement Request or, if based on its review of the Disbursement Request, the Disbursement Agent finds any errors or inaccuracies in the Disbursement Request, but the Disbursement Request otherwise conforms to the requirements of this Agreement, the Disbursement Agent shall (A) notify the Borrower thereof, (B) revise (to the extent it reasonably is able to do so and with the Borrower's consent, which may be provided electronically) or request that the Borrower revise the Disbursement Request to remove the request for the disapproved payment and/or rectify any errors or inaccuracies and (C) confirm and approve the requested Disbursement Request after making the required revisions (or receiving from the Borrower the revised Disbursement Request).

(c) Such Disbursement shall be made in the amount specified in such approved Disbursement Request from the Construction Disbursement Account to the Borrower Account, as specified in such Disbursement Request; provided, however, notwithstanding the foregoing, any amounts specified by Borrower in such approved Disbursement Request for payment to a Contractor may made directly from the Construction Disbursement Account to the applicable Borrower-specified Contractor.

4.1.2 Conditions to Disbursements. The Administrative Agent's approval of a Disbursement Request as provided in Section 4.1.1(b) shall be subject to the satisfaction or waiver by the Administrative Agent of the following conditions:

(a) The Borrower shall have submitted to the Disbursement Agent a Disbursement Request as provided for herein pertaining to the amounts requested for disbursement, together with:

(i) all schedules thereto substantially in the form contemplated thereby;

(ii) all conditional lien waivers and release of lien rights in Florida statutory form from the applicable Contractors (other than Contractors that are subcontractors of another Contractor) with respect to the Project Costs subject to such Disbursement which are to be paid to the Contractors, excluding Retainage Amounts and Disputed Amounts.

(iii) unconditional lien waivers and release of lien rights in Florida statutory form from the applicable Contractors (other than Contractors that are subcontractors of another Contractor) with respect to the Project Costs through the periods covered by all prior Disbursements (as identified on the corresponding Disbursement Requests), excluding Retainage Amounts and Disputed Amounts; and

(iv) a certification by the Borrower that the Final Completion Date (to the extent it has not already occurred) is expected to occur on or before the Final Completion Deadline.

(b) The Administrative Agent shall have received copies of each Key Construction and Design Contract executed on or before the date of such Disbursement Request, together with a consent signed by the counterparty to such Key Construction and Design Contract if and to the extent required under Section 6.3;

(c) The Borrower shall have caused the Title Company to have delivered to the Administrative Agent and the Disbursement Agent an endorsement (an "**Update Endorsement**") to each Title Policy delivered pursuant to Section 5.10(c) of the Credit Agreement in form reasonably acceptable to the Administrative Agent (such endorsement to provide mechanic's lien coverage and advance the effective date of the Title Policy to the last day of the period covered by the immediately preceding Disbursement as identified in the corresponding Disbursement Request without adding any additional exclusions or exceptions to coverage) and any other endorsement or report necessary in order to insure or reflect the continuing priority of the Lien of the Mortgage as security for the requested Disbursement and confirming and/or insuring or reflecting that through the last day of the period covered by the immediately preceding Disbursement as identified in the corresponding Disbursement Request, (i) there are no exceptions to the coverage of the Title Policy and (ii) there are no intervening Liens or encumbrances which may then or thereafter take priority over the Lien of the Mortgage other than (x) the Permitted Encumbrances and (y) any other exceptions to title that are reasonably acceptable to the Administrative Agent;

(d) Subject to the terms hereof, Borrower shall be entitled to Disbursements for (x) all Existing Unincorporated Materials, and (y) additional Disbursements not to exceed at any one time outstanding, the sum of the Unincorporated Materials Amount *plus* […***…] for additional Unincorporated Materials, provided, that, each of the following conditions have been satisfied with respect thereto:

(i) The Borrower shall have delivered to the Administrative Agent a written inventory substantially in the form of Schedule 3 to the Disbursement Request identifying all Unincorporated Materials, and all Unincorporated Materials for which full payment has previously been made or is being made with the proceeds of the Disbursement to be disbursed are, or will be upon full payment, owned by the Borrower, as evidenced by the bills of sale, certificates of title or other evidence reasonably satisfactory to the Construction Consultant, and all lien rights or claims of the supplier have been or will be released simultaneously with such full payment;

(ii) the Unincorporated Materials are consistent with the Final Plans and Specifications, to the extent applicable;

(iii) all Unincorporated Materials are (to the extent not in fabrication or otherwise impracticable) properly inventoried, securely stored, protected against theft and damage at the Project site or at such other location which has been specifically identified by its complete address to the Administrative Agent (or if the Borrower cannot provide the complete address of the current storage location, the Borrower shall list the name and complete address of the applicable contracting party supplying or manufacturing such Unincorporated Materials);

(iv) all Unincorporated Materials are insured (subject to customary deductibles) against casualty, loss and theft for an amount equal to their replacement costs under policies naming the Administrative Agent as an additional insured and the Disbursement Agent as loss payee as required under the Loan Documents;

(v) following the Disbursement of all amounts for the payment of Existing Unincorporated Materials, the amounts advanced by the Lender in respect of all Unincorporated Materials (to the extent then constituting Unincorporated Materials) are at no time more than the sum of the Unincorporated Materials Amount *plus* […***…] plus, in each case, any additional amounts reasonably approved by the Disbursement Agent (acting at the direction of the Facility Manager in its commercially reasonable discretion); and

(vi) the Construction Consultant shall have confirmed the accuracy of the certification required in subparagraph (iii) above;

(e) Subject to the final paragraph of Section 4.1.1(b), the Disbursement Request on its face has been completed as to the information required therein and the required attachments, if any, are attached;

(f) The Disbursement Agent shall not have received a written notice (including a Disbursement Request) from any of the Borrower or the Administrative Agent (i) that an Event of Default has occurred and is continuing or (ii) of any material error, material inaccuracy,

or material misstatement or omission of material fact in any Disbursement Request or in any exhibit or attachment thereto;

(g) The Borrower shall have paid or arranged for payment out of the requested Disbursement of all fees, expenses and other charges then due and payable under the Loan Documents, as certified by the Borrower to the Disbursement Agent;

(h) With respect to each Disbursement Request and the disbursement of the Initial Loan Advance, the Borrower shall have certified to the Disbursement Agent on the date of each Disbursement (i) that the amounts previously drawn by the Borrower from the Construction Disbursement Account and the Borrower Account, as applicable, to pay Hard Costs have, in fact, been used to pay Hard Costs in accordance with the Project Budget (or have been paid to Guarantor to reimburse Guarantor for Guarantor's payment of budgeted Hard Costs in excess of the Required Initial Equity Amount or deposited back into the Borrower Account) and (ii) that (A) the amounts previously drawn by the Borrower from the Construction Disbursement Account and/or the Borrower Account, as applicable, to pay Project Costs (other than Hard Costs) have, in fact, been used to pay Project Costs (other than Hard Costs) in accordance with the Project Budget (or have been paid to Guarantor to reimburse Guarantor for Guarantor's payment of budgeted Project Costs other than Hard Costs in excess of the Required Initial Equity Amount or have been deposited back into the Construction Disbursement Account and/or the Borrower Account);

(i) Borrower acknowledges and agrees that, as of the Closing Date, a Shortfall equal to […***…] exists, which Shortfall shall be reduced, on a dollar for dollar basis, by the amount of the Required Disbursement Account Deposit made by Borrower on the Initial Funding Date and shall thereafter be equal to […***…] (the "**Closing Date Shortfall**"). Following the Permitted Initial Budget Amendment, if the Disbursement is being made and a Unfunded Shortfall Amount exists, Borrower shall have delivered evidence acceptable to the Administrative Agent that it has funded its *pro rata* share of the Project Costs requested to be disbursed pursuant to the Disbursement Request, which *pro rata* share shall be calculated as follows:

(A) the Unfunded Shortfall Amount *divided by*

(B) the aggregate amount of Remaining Costs to be funded by Borrower and Lender under the Loan (including amounts funded by Lender and being held in the Construction Disbursement Account at the time of determination) to achieve Final Completion, (the quotient of clauses (A) and (B) shall be expressed as a percentage), *multiplied by*

(C) the amount requested to be advanced pursuant to the then-pending Disbursement Request (such amount, "**Borrower's Share**");

provided, further, that the amount of the Disbursement made by the Disbursement Agent set forth in the Disbursement Request shall be reduced, on a dollar-for-dollar basis, by the Borrower's Share;

(j) The absence of any Event of Default; and

(k) Each of the conditions precedent set forth in Sections 4.02(b) of the Credit Agreement shall have been satisfied or waived in accordance with the requirements of the Credit Agreement.

The Disbursement Agent shall be entitled to rely upon the certifications of the Borrower, the Architect and the Construction Consultant in the relevant Disbursement Request in determining that the conditions specified in this Section 4.1.2 have been satisfied unless the Disbursement Agent shall have received further certifications indicating that prior certifications are inaccurate.

4.1.3 Non-Satisfaction of Conditions; Direct Payment by Disbursement Agent. In the event that any of the conditions of Section 4.1.2 has not been satisfied in respect of any Disbursement Request and so long as such conditions are not satisfied (for the purposes of

which determination the Disbursement Agent shall in all cases be entitled to rely solely upon the certificates and attachments thereto provided to the Disbursement Agent in accordance with the terms of this Agreement), except as provided in Section 3.2, and unless otherwise instructed by the Administrative Agent, the Disbursement Agent shall not instruct the Account Bank to disburse any funds the Construction Disbursement Account pursuant to a Disbursement Request.

4.2 Use of Disbursed Funds and Borrower's and Guarantor's Payment of Project Costs from Other Sources. Funds disbursed into the Borrower Account shall be used by Borrower solely for payment of Project Costs incurred or to be incurred in accordance with the Project Budget and to reimburse Guarantor for contributions in respect thereof in excess of the Required Initial Equity Amount. Notwithstanding anything to the contrary in this Agreement, in any Control Agreement or in any Loan Document, at any time after the Closing Date, the Borrower and the Guarantor shall be entitled to pay Project Costs then due and owing from funds available to the Borrower or the Guarantor outside of the Construction Disbursement Account (regardless of whether the conditions precedent to any Disbursement set forth in Section 4.1.2 may be satisfied).

4.3 Disbursement of Funds Following Substantial Completion. The Disbursement Agent shall use commercially reasonable efforts to, within ten (10) Business Days after the Substantial Completion Date, instruct the Account Bank to transfer all funds on deposit in the Accounts, if any, excluding the Reserved Amount, to the Borrower Account.

4.4 Final Disbursement. After the Final Completion Date, within ten (10) Business Days following Borrower's written request therefor, and provided no Event of Default has occurred and is then continuing, the Disbursement Agent shall disburse or cause the disbursement of all remaining funds in the Construction Disbursement Account, if any, to the Borrower Account specified in writing by the Borrower to the Disbursement Agent (and upon such disbursements the Borrower shall be permitted to close the Construction Disbursement Account). If an Event of Default has occurred and is then continuing, Lender may apply the remaining funds in the Construction Disbursement Account in any manner permitted under the Credit Agreement.

5. Representations and Warranties. The Borrower represents and warrants on the Closing Date, the Initial Funding Date and the date of each Disbursement, for the benefit of the Disbursement Agent, the Administrative Agent, the Facility Manager and the Lenders, as follows:

5.1 Existing Unincorporated Materials. As of the date hereof, the Borrower shall have delivered to the Administrative Agent a written inventory identifying all Unincorporated

Materials that have been delivered to, or are in the possession or control of Borrower as of the date hereof (the "**Existing Unincorporated Materials**") and the amounts paid by Borrower in respect thereof (the "**Unincorporated Materials Amount**").

5.2 Sufficiency of Interests and Project Documents. Other than those services to be performed and materials to be supplied that can be reasonably expected to be commercially available when and as required, the Loan Parties own all of the property interests and have entered into all material documents and agreements required as of such date necessary to develop, construct, complete, own and operate the Project on the Mortgaged Property and in accordance in all material respects with all Applicable Permits and other applicable Legal Requirements and the Project Schedule and as contemplated in the Loan Documents and the Project Documents.

5.2.1 The Administrative Agent has received true, complete and correct copies of each of the Key Construction and Design Contracts in effect or required to be in effect as of the date this representation is made or deemed made (including all exhibits, schedules, side letters and disclosure letters referred to therein or delivered pursuant thereto, if any). On the Closing Date, the Project Documents listed on Exhibit H attached hereto constitute all of the Key Construction and Design Contracts that have been entered into as of the Closing Date. On the Closing Date, (i) each Key Construction and Design Contract is in full force and effect, enforceable against the Borrower and Developer, and to the Borrower's knowledge, each other person party thereto, in accordance with its terms, subject only to bankruptcy and similar laws and principles of equity and (ii) the Borrower and the Developer is not in material breach of any terms of any Key Construction and Design Contract, and to the Borrower's knowledge, no other party to a Key Construction and Design Contract is in material breach thereof.

5.2.2 All conditions precedent to the obligations of the respective parties (other than the Borrower) under the Key Construction and Design Contracts to which the Borrower or the Developer is a party that are in effect as of the date this representation is made or deemed made have been satisfied, except for such conditions precedent which by their terms are not required to be met until a later stage in the construction of the Project, and the Borrower has no reason to believe that any such condition precedent (other than those the failure of which to satisfy

reason to believe that any such condition precedent (other than those the failure of which to satisfy is not reasonably be expected to have a Material Adverse Effect) cannot be satisfied on or prior to the appropriate stage in the development or construction of the Project.

5.3 Project Budget. The Project Budget (as in effect at such time) (a) is based on assumptions believed in good faith by the Borrower to be reasonable at the time made as to all legal and factual matters material to the estimates set forth therein and is consistent with the provisions of the Loan Documents and the Project Documents in all material respects, (b) has been and will be prepared in good faith and with due care, (c) sets forth, for each Line Item, the total costs reasonably expected to be incurred to achieve the Final Completion Date on or before the Final Completion Deadline, and (d) sets forth a total amount of Project Costs.

5.4 Reserved.

5.5 Force Majeure. Except as could not reasonably be expected to have a Material Adverse Effect, neither the business nor the properties of any Loan Party, nor, to the Borrower's knowledge, any other person party to a Key Construction and Design Contract, is affected by any Force Majeure Event.

5.6 Project Schedule. The Project Schedule (as in effect at such time) accurately specifies in summary form the work that the Borrower proposes to be completed in each calendar quarter from the Closing Date through the Final Completion Deadline.

5.7 Plans and Specifications. The Plans and Specifications (as in effect at such time) (a) are based on assumptions believed in good faith by the Borrower to be reasonable at the time made as to all legal and factual matters material thereto, (b) are consistent with the provisions of the Loan Documents and the Project Documents in all material respects, (c) have been prepared in good faith, and (d) fairly represent the Borrower's reasonable expectation as to the matters covered thereby. The Final Plans and Specifications (to the extent then in effect at such time) (i) have been prepared in good faith, and (ii) are free of material design defects or discrepancies and fairly represent the Borrower's reasonable expectation as to the matters covered thereby.

5.8 Construction of Project. All construction work that has been performed on the Project has been completed in a first-class workmanlike manner at least equivalent to the quality and character contemplated by the approved Plans and Specifications.

6. Covenants. The Borrower covenants and agrees, with and for the benefit of the Disbursement Agent, the Administrative Agent and the Lenders, to comply with each of the following provisions:

6.1 Amendments to Project Budget. The Project Budget for the Project may be amended from time to time only in the manner set forth herein. Within 180 days of the Closing Date (the "**Project Budget Adjustment Period**"), Borrower shall be entitled to deliver one or more updated Project Budgets that (individually, or when taken together with other amendments) may increase the total Project Cost by no more than […***…] of the total Project Costs set forth in the approved Project Budget in existence as of the Closing Date in the aggregate (the "**Budget Amendment Threshold**") without the consent of Administrative Agent; provided, however, that upon such amendment, Borrower shall promptly deliver an updated copy of the Project Budget to Administrative Agent and the Disbursement Agent, and after each such amendment, such budget shall constitute the Project Budget hereunder (a "**Permitted Initial Budget Amendment**"). Notwithstanding the foregoing, if Borrower seeks to modify the Project Budget in excess of the Budget Amendment Threshold during the Project Budget Adjustment Period, the Administrative Agent's prior consent required under this this Section 6.1 shall not be unreasonably withheld, conditioned, or delayed, provided, that (a) no Event of Default has occurred and is continuing, (b) Borrower delivers a Project Budget Amendment Certificate, together with a true, correct and complete modified Project Budget and Project Schedule reflecting the requested modifications to the Project Budget, and identifying the amount of Project Costs added to the Project Budget in excess of the Budget Amendment Threshold (the total of such excess, the "**Budget Amendment Overruns**"), and (c) Borrower has provided evidence reasonably acceptable to the Administrative Agent that Borrower has deposited (or, upon receipt of approval from the Administrative Agent, will deposit) into the Construction Disbursement Account in cash from Borrower's funds the amount equal to the Budget Amendment Overruns, which amounts may be disbursed from the Construction Disbursement Account for Project Costs in accordance with Section 4 hereof. Following the Project Budget modifications permitted pursuant to this Section 6.1 during the Project Budget Adjustment Period, any material amendments to the Project Budget (including as a result of Material Change Orders) may be made only with the prior written consent of the

Administrative Agent (exercised in its commercially reasonable discretion provided no Event of Default is continuing).

6.1.1 Project Budget Amendment Process. Any material amendment to the Project Budget shall be in writing. Any such material amendment shall identify with particularity (a) the Line Item to be increased or decreased or added (if any), (b) the amount of the increase or decrease or addition (if any), (c) in the event of an increase in a Line Item or the addition of a line item, the source proposed to be utilized to pay for the increase in accordance with Section 6.1.1, (d) in the case of a decrease in a Line Item, any cost savings being realized in the amount of such decrease and (e) if applicable, the additional line item category. Except as otherwise permitted in Section 6.1, Borrower shall not make any other material amendment to the Project Budget without the prior written consent of the Administrative Agent, which consent shall be in its commercially reasonable discretion.

6.1.2 [Reserved].

6.1.3 Project Budget Amendment Certificate. The Borrower shall submit each material Project Budget amendment to the Disbursement Agent and the Administrative Agent by an Officer's Certificate in the form of Exhibit C (a "**Project Budget Amendment Certificate**"). Upon submission of such Project Budget Amendment Certificate, together with the Exhibits thereto, such amendment shall become effective hereunder, and the Project Budget for the Project shall thereafter be as so amended.

6.2 Material Construction Contract Amendment Process. The Borrower shall not (and shall not permit or cause the Developer to) enter into or approve any Material Construction Contract Amendment except as set forth in this Section 6.2. Any Construction Contract Amendment that results from a Material Change Order (a "**Material Construction Contract Amendment**") shall be in writing and shall identify with particularity all changes being made. The Borrower shall not permit any Material Construction Contract Amendment to become effective unless and until: (a) the Borrower, the Developer and all Contractors party thereto have executed and delivered to the Administrative Agent the Material Construction Contract Amendment (with the effectiveness thereof subject only to satisfaction of the applicable conditions in clauses (b), (c), and (d) below); (b) the Borrower has submitted the Material Construction Contract Amendment to the Administrative Agent together with an Officer's Certificate in the form of Exhibit D (a "**Material Construction Contract Amendment Certificate**"); (c) if such Material Construction Contract Amendment will result in a material amendment to the Project Budget, the Borrower shall have complied with the requirements of Section 6.1; and (d) if such Material Construction Contract Amendment will result in an amendment to the Project Schedule, then the Borrower shall have complied with the requirements of Section 6.14. Construction Contract Amendments which are not Material Construction Contract Amendments shall not require compliance with the requirements set forth in this Section 6.2 or the approval of the Administrative Agent (acting at the direction of the Facility Manager in its commercially reasonable discretion) or any other person to be effective.

6.3 Key Construction and Design Contracts. The Borrower (but no other Loan Party) may from time to time enter into (or cause or permit the Developer to enter into) Construction Contracts and Construction Contract Amendments (other than Material Construction Contract Amendments) consistent with the Final Plans and Specifications, the Project Schedule

and the Project Budget, as each is in effect from time to time. Each such material Construction Contract shall be in writing. Except for change orders that are not Material Change Orders, the Borrower shall not permit any replacement or modification or amendment to any Key Construction and Design Contracts (including entry into a general contractor agreement or a "guaranteed maximum price" contract with a general contractor) without the prior written consent of Administrative Agent (acting in its commercially reasonable discretion).

6.4 Disbursement Agent and Administrative Agent Not Responsible. Notwithstanding anything to the contrary contained in this Agreement, other than receiving certificates provided for herein, neither the Administrative Agent nor the Disbursement Agent shall have any obligations, and claims no responsibility, with respect to this Section 6.

6.5 Required Equity Amount. Without limiting the obligations of Borrower to pay all amounts required to be paid by Borrower to the Secured Parties or otherwise with respect to the Property and the Project in accordance with the terms of this Agreement and the other Loan Documents, Borrower shall be required to fund or shall have funded in cash (a) an amount at least equal to […***…] for the acquisition of the Property and payment of Hard Costs and Soft Costs incurred prior to the Closing Date which Borrower and Administrative Agent hereby acknowledge has been funded on or prior to the Closing Date and the Required Disbursement Account Deposit to be made on the Initial Funding Date (together, the "**Required Initial Equity Amount**"); (b) an amount equal to the Closing Date Shortfall, (c) an amount equal to the Shortfall that exists as a result of Borrower's modification of the Project Budget in accordance with Section 6.1 of this Agreement (a "**Budget Amendment Shortfall**"); and (d) all Project Costs that Borrower elects, in its sole discretion, to incur in excess of amounts funded or to be funded by the Secured Parties under this Agreement (such amounts, collectively, the "**Required Equity Amount**").

6.6 Final Plans and Specifications; Material Change Orders. The Borrower shall not construct or permit to be constructed any portion (other than an immaterial portion) of the Project except in substantial conformity with the Final Plans and Specifications for such portion of the Project (as and to the extent in effect and as updated or modified from time to time in accordance herewith). The Borrower shall not (and shall not cause or permit the Developer to) direct, consent to or enter into any Material Change Order without the prior written consent of the Administrative Agent (which consent shall not be unreasonably withheld), and provided, further, that (a) if such Material Change Order will materially increase the total amount of Project Costs, the Borrower shall amend the Project Budget as provided in Section 6.1, (b) such Material Change Order shall not have a reasonable likelihood of delaying the Final Completion beyond the Final Completion Deadline (as may have been extended due to Force Majeure), (c) such Material Change Order is consistent with constructing the Project to include the Minimum Facilities, and (d) such Material Change Order will not modify the Final Plans and Specifications or cause any Plans and Specifications to become Final Plans and Specifications, unless such Final Plans and Specifications, as amended, or any Plans and Specifications which will become Final Plans and Specifications have been delivered to the Administrative Agent together with a Final Plans and Specifications Amendment Certificate in the form of Exhibit G delivered to the Administrative Agent, with a copy to the Disbursement Agent. The Borrower shall provide a complete set of Final Plans and Specifications to the Construction Consultant upon request, as in effect from time to time.

6.7 Final Completion Covenants. Promptly after (but in any event within twenty (20) days after) the Final Completion Date of the Project, the Borrower shall deliver an Officer's Certificate to the Disbursement Agent and the Administrative Agent to the effect that the conditions to the Final Completion Date (as set forth in the definition thereof) have been satisfied and the Project is operating. The parties hereby acknowledge and agree that portions of the Project may be open for business prior to the occurrence of the Final Completion Date to the extent permitted by applicable Legal Requirements. Following the occurrence of the Final Completion Date, if reasonably requested by the Administrative Agent in writing, Borrower shall deliver "as-built" Plans and Specifications showing the final specifications of all improvements comprising the Project within forty-five (45) days following the Administrative Agent's delivery of such written request.

6.8 Application of Casualty Event Proceeds. Prior to Final Completion of the Project, in the event of any Casualty Event resulting in damages with an estimated cost (including any cost of repair) of […***…] or more (the "**Casualty Threshold**"), the Borrower shall (a) promptly upon discovery or receipt of notice of any such Casualty Event, provide written notice thereof to the Disbursement Agent and the Administrative Agent, and (b) diligently pursue on a commercially reasonable basis all its rights to compensation against all relevant insurers, reinsurers, counterparties and/or Governmental Authorities, as applicable, in respect of such Casualty Event to the extent that the Borrower has a reasonable basis for a claim for compensation or reimbursement, including under any insurance policy required to be maintained hereunder or under the Loan Documents. The Borrower shall cause all Net Cash Proceeds from such Casualty Event that are received prior to the Substantial Completion Date from the insurers, reinsurers, counterparties, Governmental Authorities or other payors to be paid directly to the Disbursement Agent for deposit in the Construction Disbursement Account. If any such Net Cash Proceeds from such Casualty Event are paid directly to the Borrower, any Affiliate of the Borrower or the Administrative Agent, (i) such Net Cash Proceeds shall be received in trust for the Disbursement Agent, (ii) such Net Cash Proceeds shall be segregated from other funds of the Borrower or such other person, and (iii) the Borrower or such other person shall pay (or, if applicable, the Borrower shall cause such of its Affiliates to pay) such Net Cash Proceeds over to the Disbursement Agent in the same form as received (with any necessary endorsement) for deposit in the Construction

in the same form as received (with any necessary endorsement) for deposit in the Construction Disbursement Account. Any such Net Cash Proceeds deposited into the Construction Disbursement Account shall be applied (1) to the extent permitted hereunder, to pay Project Costs (including the cost of repair related to the Casualty Event) pursuant to the requirements of Section 4 or (2) to the extent required under the Credit Agreement, to repay the Obligations. The requirements of the preceding sentences shall not apply to any Casualty Event (or resulting Net Proceeds) that occurs following Final Completion of the Project.

6.9 Reports. Within twenty (20) days following the end of each calendar month, Borrower shall deliver to the Administrative Agent and the Disbursement Agent, a copy of the internal status report prepared by the Borrower for the applicable month describing in reasonable detail the progress of the construction of the Project since the immediately preceding month delivered hereunder, including the cost incurred to the end of the most recently completed month, an estimate of the time and cost required to complete the Project, reasonably detailed calculations.

6.10 Notices. Promptly, but in any event within fifteen (15) days upon acquiring or giving notice or obtaining knowledge thereof, the Borrower shall provide to the Administrative Agent written notice of:

(a) any termination of any Key Construction and Design Contract (other than at the natural expiration of its term) or any notice of default received under any Key Construction and Design Contract;

(b) "substantial completion" or "final completion" certificates or notices thereof delivered under any Key Construction and Design Contract; or

(c) any notice of any schedule delay that has a reasonable likelihood of delaying the Final Completion Date beyond the Final Completion Deadline.

6.11 New Permits and Permit Modifications. Promptly following receipt of a request therefor from the Construction Consultant, the Borrower shall deliver to the Construction Consultant copies of all Applicable Permits that are obtained by any Loan Party after the Closing Date, and any material amendment, supplement or other modification to any Applicable Permit received by any Loan Party after the Closing Date.

6.12 Retainage Amounts. The Borrower shall withhold as Retainage Amounts from each Contractor Subject to Retainage an amount not less than Required Retainage Amounts. Any and all Retainage Amounts under a Construction Contract shall be released within sixty (60) days after final acceptance by the Borrower, the Architect, the Developer and the Disbursement Agent (acting at the direction of the Administrative Agent) of the work provided under the applicable Construction Contract.

6.13 Utility Easement Modifications. The Borrower shall use commercially reasonable efforts to cause all utility or other easements that would interfere in any material respect with the construction or maintenance of the improvements within the Project to be removed or relocated in order to permit construction of the Project in accordance with the Project Schedule and the Final Plans and Specifications.

6.14 Project Schedule Amendments. The Borrower may, from time to time, amend the Project Schedule but not beyond the Final Completion Deadline, by delivering to the Disbursement Agent and the Administrative Agent a revised Project Schedule, and complying with the provisions of Section 6.1 with respect to the changes in the Project Budget that will result from the applicable changes to the Project Schedule.

7. Events of Default. Upon the occurrence of any of the following specified events (each an "**Event of Default**"):

(a) the occurrence and continuation of an "Event of Default" under any other Loan Document;

(b) any representation, warranty or certification confirmed or made (or deemed made) herein or in any Disbursement Request or other certificate submitted with respect hereto by any Loan Party shall be found to have been incorrect in any material respect when confirmed, made or deemed to be made;

(c) the Borrower shall fail to perform or observe any of its obligations under Sections 6.1, 6.3, 6.6, 6.9, 6.10 and 6.14 and such failure shall not have been remedied within ten (10) Business Days after notice of such failure from the Disbursement Agent or the Administrative Agent to the Borrower;

(d) the Borrower shall breach or default in any material respect under any term, condition, provision, covenant, representation or warranty contained in any Key Construction and Design Contract and such breach or default (x) could reasonably be expected to result in a Material Adverse Effect or could reasonably be expected to result in a failure of the Borrower to meet the Final Completion Deadline and (y) has continued unremedied for thirty (30) days after the earlier of (i) the Borrower becoming aware of such breach or default or (ii) receipt by the Borrower of notice from the Disbursement Agent or the Administrative Agent of such breach or default;

(e) the Borrower shall abandon the Project or, for a period in excess of sixty (60) days (excluding for purposes hereof the period during which a Force Majeure Event has occurred and is continuing), otherwise cease to pursue the construction, development or operations of the Project;

(f) failure to achieve the Final Completion Date on or before the Final Completion Deadline (subject to Force Majeure); or

(g) the Borrower shall fail to perform or observe any of its obligations hereunder (other than those breaches specifically listed in clauses (a), (b), (c), (d), (e) and (f) above) where such Default shall not have been remedied within thirty (30) days after the earlier of (i) the Borrower or any other Loan Party receives written notice or otherwise has actual knowledge of such Default or (ii) notice of such failure from the Disbursement Agent or the Administrative Agent to the Borrower;

the Administrative Agent (acting at the written direction of the Required Lenders) or the Disbursement Agent (acting solely at the direction of the Administrative Agent issued upon the written direction of the Required Lenders) may, without further notice of default, presentment or demand for payment, protest or notice of non-payment or dishonor, or other notices or demands of any kind, all such notices and demands being waived (to the extent permitted by applicable law), exercise any or all rights and remedies at law or in equity (in any combination or order that such persons may elect, subject to the foregoing), including without limitation or prejudice to such person's other rights and remedies, (x) refuse, and such persons shall not be obligated, to make or cause to be made any Disbursements or make or cause to be made any payments from any Account and (y) exercise any and all rights and remedies available under any of the Loan Documents.

8. Limitation of Liability. The Disbursement Agent's responsibility and liability under this Agreement shall be limited as follows: (a) the Disbursement Agent does not represent, warrant or guaranty to the Administrative Agent, the Facility Manager or the Lenders the performance of the Borrower, the Architect, the Developer or any Contractor or provider of materials or services in connection with construction of the Project; (b) the Disbursement Agent shall have no responsibility to the Borrower, any other Loan Party, the Administrative Agent, the Lenders, the Facility Manager or any other person as a consequence of performance by the Disbursement Agent hereunder except for any gross negligence or willful misconduct of the

Disbursement Agent or a material breach by the Disbursement Agent of its obligations hereunder (in each case, as determined by a court of competent jurisdiction in a final judicial determination); (c) the Borrower shall remain solely responsible for all aspects of its business and conduct in connection with its property and the Project, including, but not limited to, the quality and suitability of the Plans and Specifications, the supervision of the work of construction, the qualifications, financial condition and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants and property managers, the accuracy of all applications for payment, and the proper application of all disbursements; (d) the Disbursement Agent is not obligated to supervise, inspect or inform the Borrower, the Administrative Agent, the Contractors, the Architect, the Developer or any third party of any aspect of the construction of the Project or any other matter referred to above; (e) the Disbursement Agent owes no duty of care to the Borrower, any other Loan Party, the Construction Consultant, the Architect, any Contractor, the Facility Manager or

Loan Party, the Construction Consultant, the Architect, any Contractor, the Facility Manager or any other person to protect against, or to inform any such party against, any negligent, faulty, inadequate or defective design or construction of the Project (f) the Disbursement Agent shall not be liable for any actions taken in good faith; and (g) the Disbursement Agent shall not be liable when relying on legal orders. The Disbursement Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of Borrower, pursuant to the provisions of this Agreement, unless Borrower shall have offered to the Disbursement Agent security or indemnity (satisfactory to the Disbursement Agent) against the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction. The permissive rights of the Disbursement Agent to do things enumerated in this Agreement shall not be construed as a duty and, with respect to such permissive rights, the Disbursement Agent shall not be answerable for other than its gross negligence or willful misconduct. Nothing in this Agreement shall require the Disbursement Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder. The Disbursement Agent may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care. The Disbursement Agent shall have no duties or obligations hereunder except as expressly set forth herein (including with respect to review of the substantive terms and conditions of any contracts delivered to the Disbursement Agent), shall be responsible only for the performance of such duties and obligations, shall not be required to take any action otherwise than in accordance with the terms hereof and shall not be in any manner liable or responsible for any loss or damage arising by reason of any act or omission to act by it hereunder or in connection with any of the transactions contemplated hereby, including, but not limited to, any loss that may occur by reason of forgery, false representations or any other reason, except for its gross negligence or willful misconduct or a material breach of its obligations hereunder (in each case, as determined by a court of competent jurisdiction in a final judicial determination). The Disbursement Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document other than this Agreement. Neither the Disbursement Agent nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of any other parties. The Disbursement Agent shall be deemed to have satisfied its obligations to make or cause to be made any Disbursement required hereunder upon the delivery of the applicable Disbursement Request or other written instruction, duly acknowledged by the Disbursement Agent, to the Account Bank in respect of the applicable Account or Accounts from which such Disbursement is to be made. The Disbursement Agent shall have no liability for the failure of any such Account Bank to comply with such Disbursement Request or other written instructions. Copies of any Project Budget Amendment Certificate, Material Construction Contract

Amendment Certificate, Final Plans Amendment Certificate that are provided to the Disbursement Agent pursuant to this Agreement or otherwise shall not be construed as requiring the Disbursement Agent's approval of, nor shall the Disbursement Agent be liable or in any way responsible for, the Project Budget, Construction Contract or Final Plans and Specifications associated therewith. In addition, the Disbursement Agent shall have no responsibility to inquire into or determine the genuineness, authenticity, or sufficiency of any certificates, documents or instruments submitted to it in connection with its duties hereunder, and shall be entitled to deem the signatures on any such certificates, documents or instruments submitted to it hereunder as being those purported to be authorized to sign such certificates, documents or instruments on behalf of the parties hereto and shall be entitled to rely (so long as such reliance is reasonable and in good faith) upon the genuineness of the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind. To the extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against the Disbursement Agent, the Administrative Agent, each of their affiliates, and each of their and their affiliates' officers, directors, agents and employees for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement, instrument or transaction contemplated hereby. The Disbursement Agent shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of the assets, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto.

9. **Indemnity**. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), the Disbursement Agent, the Facility Manager, the Lenders and each Related Party of any of the foregoing persons (each such person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all reasonable and documented, out-of-pocket losses, claims, damages, liabilities and related expenses (including the reasonable fees, charges and disbursements of one counsel plus local counsel in each relevant jurisdiction for any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any party hereto or any third party arising out of, in connection with, or as a result of any Indemnitee's performance under this Agreement; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent

Agreement; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses that are determined by a court of competent jurisdiction by final judicial determination to have resulted from the gross negligence or willful misconduct of such Indemnitee. The foregoing indemnities in this Section 9 shall survive the resignation or substitution of the Disbursement Agent, the Administrative Agent, or the Facility Manager, the Lenders (or any of them), or the termination of this Agreement.

10. Termination. This Agreement shall terminate upon the earlier of (a) payment in full in cash of all Obligations and the termination of all Commitments in accordance with the terms of the Credit Agreement, and (b) the completion of the transfer and release of funds contemplated by Sections 4.3 and 4.4; provided, however, that the obligations of the Borrower under Section 9 of this Agreement shall survive termination of this Agreement.

11. Substitution or Resignation of the Disbursement Agent.

11.1 Procedure. A resignation or removal of the Disbursement Agent and appointment of a successor Disbursement Agent shall become effective as provided in this Section 11.

11.1.1 The Disbursement Agent may resign in writing at any time and be discharged from all duties hereunder upon thirty (30) days' written notice to all parties hereto. The Administrative Agent may remove the Disbursement Agent as provided below by so notifying the Disbursement Agent and the Borrower in writing no less than fifteen (15) days prior to such removal, if:

(a) the Disbursement Agent fails to comply with Section 11.3;

(b) the Disbursement Agent or any parent company of the Disbursement Agent is adjudged by a court of competent jurisdiction to be bankrupt or insolvent or an order for relief is entered by such court with respect to the Disbursement Agent under the Bankruptcy Code or other Debtor Relief Law;

(c) a custodian or receiver takes charge of the Disbursement Agent or any parent company of the Disbursement Agent or its property;

(d) the Disbursement Agent becomes incapable of acting in its capacity as disbursement agent hereunder, in the judgment of the Administrative Agent; or

(e) the Disbursement Agent or any Affiliate of the Disbursement Agent becomes a Defaulting Lender.

11.1.2 If the Disbursement Agent resigns or is removed or if a vacancy exists in the office of Disbursement Agent for any reason, the Administrative Agent shall use reasonable efforts to promptly (but in no event later than thirty (30) days after such resignation or removal) appoint a successor Disbursement Agent. Any such successor Disbursement Agent shall, so long as no Event of Default has occurred and is continuing, be reasonably acceptable to the Borrower (acceptance not to be unreasonably withheld, delayed or conditioned). The Disbursement Agent shall not be charged with knowledge of any Event of Default under this Agreement or any other agreement unless a Responsible Officer of the Disbursement Agent shall have actual knowledge thereof.

11.1.3 If a successor Disbursement Agent does not take office within thirty (30) days after the retiring Disbursement Agent resigns or is removed, the retiring Disbursement Agent, the Administrative Agent or the Borrower may petition any court of competent jurisdiction for the appointment of a successor Disbursement Agent.; provided that until a successor Disbursement Agent has been so appointed, the Administrative Agent may act as the Disbursement Agent hereunder.

11.2 Successor Disbursement Agent by Merger, etc. If the Disbursement Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Disbursement Agent.

11.3 Eligibility; Disqualification. Each Account Bank (other than the Disbursement Agent to the extent that it agrees, in its sole discretion at the request of the Borrower, to act as an Account Bank) with respect to the Accounts shall be at all times a bank chartered under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trust and banking power, that is subject to supervision or examination by

federal or state authorities and that has a combined capital and surplus of at least […***…] as set forth in its most recent published annual report of condition.

12. Miscellaneous.

12.1 Delay and Waiver. No delay or omission to exercise any right, power or remedy accruing upon the occurrence of any Event of Default or any other breach or default by the Borrower under this Agreement shall impair any such right, power or remedy of the Disbursement Agent, the Administrative Agent or any Lender nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring, nor shall any waiver of any single Default or other breach or default be deemed a waiver of any other Default or other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any of the Disbursement Agent, the Administrative Agent or any Lender of any Default or other breach or default under this Agreement, or any waiver on the part of any of the Disbursement Agent, the Administrative Agent or any Lender of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent in such writing specifically set forth and any such waiver shall not constitute a continuing waiver of similar or other breaches or defaults, nor shall any such waiver constitute a waiver by any other party with respect to such breach or default. All remedies under this Agreement or by law or otherwise afforded to any of the Disbursement Agent, the Administrative Agent or any Lender shall be cumulative and not alternative.

12.2 Invalidity. In case any provision of this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting or impairing the validity, legality or enforceability of any other provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

12.3 No Authority. The Disbursement Agent shall not have any authority to, and shall not make any warranty or representation or incur any obligation on behalf of, or in the name of, the Administrative Agent or any of the Lenders.

12.4 Assignment. Subject to Section 11 and Section 10.02 of the Credit Agreement, this Agreement is personal to the parties hereto, and the rights and duties of any party hereunder shall not be assignable except with the prior written consent of the other parties. In any event, this Agreement shall inure to and be binding upon the parties and their successors and permitted assigns.

12.5 Benefit. The parties hereto and their respective successors and assigns, but no others, shall be bound hereby and entitled to the benefits hereof.

12.6 Entire Agreement; Amendments. This Agreement (together with the other Loan Documents) contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, understandings and commitments, whether oral or written. This Agreement may be amended only by a writing signed by duly authorized representatives of the Disbursement Agent, the Administrative Agent and the Borrower.

12.7 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by email), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or the next Business Day after being deposited with an overnight delivery service, or, in the case of email notice, when sent (or if sent after 5:00 p.m. EST on a Business Day or on a day other than a Business Day, on the next succeeding Business Day) (provided, however, that in order to be deemed effective, email notice must be accompanied by written notice by an overnight delivery service), addressed as follows or to such other address as the applicable parties may hereafter notify to the other parties:

Borrower: c/o Allegiant Travel Company
1201 North Town Center

	Las Vegas, Nevada 89144 Attention: Gregory Anderson Email: gregory.anderson@allegiantair.com
with copy to:	Ellis Funk, P.C., 5555 Glenridge Crossing, Suite 675 Atlanta, Georgia 30342 Attention: Robert B. Goldberg, Esq. Email: rgoldberg@ellisfunk.com
Administrative Agent:	Wilmington Trust, National Association 50 South Sixth Street, Suite 1290 Minneapolis, Minnesota 55402 Attention: Jessica A. Jankiewicz, Loan Agency E-mail: jjankiewicz@wilmingtontrust.com
Disbursement Agent:	Wilmington Trust, National Association 1100 North Market Street Wilmington, Delaware 19890-1605 Attention: Jeff Marvel E-mail: jjmarvel@wilmingtontrust.com

12.8 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement or any certificate or affidavit required hereunder by facsimile or other electronic transmission shall be as effective as a manually signed counterpart to this Agreement or such certificate or affidavit.

12.9 Right to Consult Counsel. Each of the Disbursement Agent and the Administrative Agent may, if any of them deems necessary or appropriate, consult with and be advised by counsel (whether such counsel shall be regularly retained or specifically employed) in respect of their duties hereunder and any out-of-pocket expense or fees in connection therewith shall be reimbursed in accordance with the terms of Section 9 and the Credit Agreement. Each of the Disbursement Agent and the Administrative Agent shall be entitled to reasonably rely upon

the advice of its counsel in any action taken in its capacity as the Disbursement Agent or the Administrative Agent, as the case may be, hereunder and shall be protected from any liability of any kind for actions taken in reasonable reliance upon such opinion of its counsel.

12.10 Choice of Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAW OF THE STATE OF NEW YORK).

12.11 Consent to Jurisdiction.

(a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York County, Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement, however, shall affect any right that the Disbursement Agent, the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against the Borrower or its properties in the courts of any jurisdiction.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in Section 12.11. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for in the Credit Agreement. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

12.12 Further Assurances. From time to time the Borrower shall execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the Disbursement Agent or the Administrative Agent may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement. Upon the exercise by the Disbursement Agent or the Administrative Agent of any power, right, privilege or remedy pursuant to this Agreement which requires any Governmental Action, the Borrower shall execute and deliver, or shall use commercially reasonable efforts to cause the execution and delivery by all parties other than a Loan Party of, all applications, certifications, instruments and other documents and papers that the Disbursement Agent or the Administrative Agent may reasonably request in connection with such Governmental Action.

12.13 Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of any of the Borrower's

obligations hereunder, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by the Disbursement Agent, the Administrative Agent or any Lender. In the event that any payment or any part thereof is so rescinded, reduced, restored or returned, such obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

12.14 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.14.

12.15 Substitution of Accounts. Provided no Event of Default shall have occurred and be continuing, the Borrower shall have the right to substitute the applicable Account Bank holding the Borrower Account or the Construction Disbursement Account with another bank reasonably satisfactory to the Administrative Agent so long as (a) all funds on deposit in the applicable account held by the applicable financial institution are moved to the newly opened account at the replacement bank, (b) the Borrower grants Liens over the newly opened account to the Administrative Agent, and (c) the replacement bank enters into control agreements in form and substance reasonably satisfactory to the Administrative Agent.

12.16 Confidentiality. Section 10.03 of the Credit Agreement shall apply *mutatis mutandis*.

12.17 Force Majeure Event. The Administrative Agent and the Disbursement Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

12.18 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed by their duly authorized officers, all as of the day and year first above written.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Administrative Agent

By:

Name: _____
Title: _____

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Disbursement Agent

By: _____
Name: _____
Title: _____

SUNSEEKER FLORIDA, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

EXHIBIT A
to
DISBURSEMENT AGREEMENT

FORM OF DISBURSEMENT REQUEST

[_____], 20[_]

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890-1605
Attention: Jeff Marvel
Fax: (302) 636-4149
Email: jjmarvel@wilmingtontrust.com

Re: Disbursement Request No. [_____] under the Disbursement Agreement, dated as of October 13, 2021 (as amended or otherwise modified from time to time, the "**Disbursement Agreement**"), of Sunseeker Florida, Inc., a Florida corporation (the "**Company**")

Disbursement Request of $[_____]
Requested Disbursement Date: [_____], 20[_]

Ladies and Gentlemen:

The Company submits this Disbursement Request (the "**Disbursement Request**") pursuant to the Disbursement Agreement. Capitalized terms used herein without definition shall have the meanings assigned in the Disbursement Agreement.

The Company hereby requests that you, in your capacity as Disbursement Agent under the Disbursement Agreement, on the requested disbursement date set forth above (the "**Requested Disbursement Date**"):

(i) cause the transfer of $[_____] from the Construction Disbursement Account to the Borrower Account as follows: $[_____] to Restricted Account Number [_____].

In connection with the requested disbursements, the Company hereby represents, warrants and certifies as of the date hereof as follows:

(a) This paragraph concerns Hard Costs. Schedule 1(a) accurately lists each party for whom payment is to be made from the requested funds transfers and, for each Line Item and for each party to whom payment is to be made with respect to such Line Item, the following: (i) the required payment date for each applicable payment; (ii) the name of the payee to be paid or that was paid, as applicable; (iii) the current payment requested with respect to the Project; (iv) the increase or decrease in accrued but unpaid Retainage Amount, if any, for such payee since the last

Disbursement Request (after giving effect to the payment to such payee contemplated by this Disbursement Request); (v) the total amount contemplated to be payable to such payee under the terms of its applicable Construction Contract through completion of all work and delivery of all materials contemplated by the Construction Contract (i.e., the total contract amount) with respect to the Project; (vi) the total payments made to such payee under its applicable Construction Contract with respect to the Project through the date hereof (after giving effect to the payment to such payee contemplated by this Disbursement Request) with respect to the Project; (vii) the aggregate accrued Retainage Amounts (if any) which shall continue to be owed with respect to such Construction Contract (after giving effect to the applicable payment contemplated by the Disbursement Request); and (viii) the percentage of the work actually completed, or the materials actually delivered, under the Construction Contract through the date for which payment is made as contemplated hereunder (expressed as a percentage of the total work and materials contemplated by the Construction Contract through completion), or, if payment is to be made based on invoice, or is otherwise required by such Construction Contract, confirmation that a copy of the applicable invoice is attached, and a description of the purpose of such payment, specifying the Line Item relating to each such payment. The information set forth in Schedule 1(a) is true, correct and complete in all material respects.

(b) This paragraph concerns Soft Costs. Schedule 1(b) accurately lists each party and/or purpose for which payment is requested and, for each Line Item and for each party and/or purpose for which payment is requested with respect to such Line Item, the following: (i) the required payment date for each applicable payment, (ii) the name of the payee to be paid; (iii) the current payment requested; and (iv) the Line Item relating to each such payment. The information set forth in Schedule 1(b) is true, correct and complete in all material respects.

(c) This paragraph concerns Project Costs. The Company has delivered or caused to be delivered to the Construction Consultant duly executed interim or final lien releases, affidavits and agreements as required by the Disbursement Agreement (copies of which are attached hereto as Attachment 1), from the Contractor and each other Contractor under the applicable Line Item (other than (x) suppliers and providers of materials and equipment, (y) any Contractor that is a subcontractor of the Contractor or any other Contractor or (z) Contractors that do not have the right to impose materialmen's or mechanics liens on the Project) with respect to the Project Costs subject to Disbursement which are paid to the Contractor and such other Contractors, excluding Retainage Amounts and Disputed Amounts. The lien release summary chart attached hereto as Schedule 2 and the lien releases, affidavits and agreements attached hereto as Attachment 1 are true, correct and complete in all material respects.

(d) The aggregate Disputed Amounts are $_____. The disputed portion of the Disputed Amounts is equal to $_____ and the undisputed portion of the Disputed Amounts is equal to $_____.

(e) [The Final Completion Date is expected to occur on or before the Final Completion Deadline.][1]

(f) The Company has previously delivered to the Disbursement Agent, Construction Consultant and the Administrative Agent copies of any replacement Key Construction and Design Contract executed on or before the date of this Disbursement Request, together with (i) a Consent signed by the counterparty to such Key Construction and Design Contract; and (ii) copies of all performance and payment bonds (with original bonds delivered to

Bonds), and (b) copies of the performance and payment bonds (with original bonds delivered to the Administrative Agent), provided by any Contractor party to such Key Construction and Design Contract, provided, however, that if such Contractor is a subcontractor of the Contractor, then no performance and payment bonds will be required.

(g) [Reserved.]

(h) The Company has caused the Title Company to have delivered to the Administrative Agent, the Disbursement Agent and the Construction Consultant an Update Endorsement to each Title Policy delivered pursuant to Section 5.10(c) of the Credit Agreement in form reasonably acceptable to the Administrative Agent (such endorsement to provide mechanic's lien coverage and advance the effective date of the Title Policy to the last day of the period covered by the immediately preceding Disbursement as identified in the corresponding Disbursement Request without adding any additional exclusions or exceptions to coverage) and any other endorsement or report necessary in order to insure or reflect the continuing priority of the Lien of the Mortgage as security for the requested Disbursement and confirming and/or insuring or reflecting that through the last day of the period covered by the immediately preceding Disbursement as identified in the corresponding Disbursement Request, (i) there are no exceptions to the coverage of the Title Policy and (ii) there are no intervening Liens or encumbrances which may then or thereafter take priority over the Lien of the Mortgage other than (x) the Permitted Encumbrances and (y) any other exceptions to title that are reasonably acceptable to the Administrative Agent.

(i) All disbursements requested under this Disbursement Request are for the payment of Project Costs incurred for (i) work that is materially consistent with the requirements of clause (c) above, (ii) materials that have been delivered to the Project site and are incorporated into the Project or will be incorporated within the next one hundred twenty (120) days, or (iii) Unincorporated Materials complying with the requirements of Section 4.1.2(d) of the Disbursement Agreement. A true, correct and complete (in all material respects) inventory of all Unincorporated Materials with an individual or aggregate cost in excess of […***…], and the related evidence required to be delivered pursuant to Section 4.1.2(d) of the Disbursement Agreement, is attached hereto as Schedule 3.

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[1] In each case, applicable only to the extent the Final Completion Date or Final Completion Deadline has not already occurred.

(j) As of the date hereof, no Event of Default has occurred and is continuing and the transfers in connection herewith will not constitute, result in, nor create an Event of Default.

(k) All fees, expenses and other charges due and payable under the Loan Documents have been paid or will be paid out of the disbursement requested hereunder.

(l) [Reserved.]

(m) All proceeds of all previous Disbursement Requests, except for $[_____] remaining in the Borrower Account, have been expended and have been applied to pay Project Costs in accordance with the Project Budget and the Disbursement Agreement. Schedule 4 accurately lists in all material respects the Hard Costs and Soft Costs paid from the Borrower Account since the last Requested Disbursement Date, in each case, segregated by Line Item. The information set forth on Schedule 4 is true, correct and complete in all material respects.

(n) Borrower has funded Borrower's Share of such Project Costs, which is equal to $[_____].

(o) [Reserved]

(p) [Reserved]

(q) [Reserved]

(r) The construction performed as of the date hereof is substantially in accordance with the Final Plans and Specifications, as in effect on the date hereof, for the Project.

(s) The Company has obtained any other Applicable Permits required to proceed with construction of the Project as of the date of such disbursement.

(t) Each representation and warranty of the Company set forth in the Disbursement Agreement, any of the other Loan Documents, or in any certificates delivered in connection with any of the foregoing is true and correct in all material respects on and as of the date hereof with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date); provided that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" (as defined in the Credit Agreement) or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such applicable date).

(u) The conditions precedent set forth in Section 4.1.2 of the Disbursement Agreement have been satisfied or waived in accordance with the requirements of the Disbursement Agreement as of the date of this Disbursement Request.

(v) [The Company has previously delivered to the Disbursement Agent, Construction Consultant and the Administrative Agent a list of remaining Punchlist Items and such list is true, correct and complete, in all material respects.][2]

The Administrative Agent and the Disbursement Agent are entitled to rely on the foregoing representations, warranties and certifications in authorizing and making the disbursements requested by this Disbursement Request.

[SIGNATURE PAGE FOLLOWS]

[2] Applicable only to Disbursement Requests after the Final Completion Date.

IN WITNESS WHEREOF, the undersigned has executed this Disbursement Request as of the date set forth above.

SUNSEEKER FLORIDA, INC., a Florida corporation

By: _____
Name:
Title:

SCHEDULE 1(a)
to Disbursement Request

HARD COST REPORT

(i)	(ii)	(iii)	(iv) Increase/	(v)	(vi)	(vii)	(viii)

Required Payment Date	Payee	Current Payment Amount	Decrease in Retainage Amount Since Last Disbursement Request	Total Amount Payable Under Construction Contract Terms	Payments Under Construction Contract to Date	Aggregate Accrued and Unpaid Retainage Amounts for Construction Contract	% of Construction Contract Work Completed
Total for Line Item							
Total for Line Item							

SCHEDULE 1(b)
to Disbursement Request

SOFT COST REPORT

2. SOFT COSTS		
(i) Required Payment Date	(ii) Payee	(iii) Current Payment Amount
Line Item: _____		
Total for Line Item		
Line Item: _____		
Total for Line Item		

SCHEDULE 2
to Disbursement Request

LIEN RELEASE SUMMARY – MASTER LIST[1]
Waivers received for work billed through [_____ __], 20[_]
Submitted pursuant to §4.1.2(a)(ii) of the Disbursement Agreement

Contractor	Waiver Amount			Notes
	Conditional (Current Period)	Unconditional	Total Waivers (Cumulative)	

[1] Summary chart should address all Lien Releases and Waivers received through the date of master list

SCHEDULE 3
to Disbursement Request

UNINCORPORATED MATERIALS INVENTORY SUMMARY NO. [____]

Contractor Supplier Name	**Address of Location of Off-site Stored Materials (if available)**	**Description of Stored Materials**	**(Column G) Total Materials Presently Stored**
TOTALS			

ATTACHMENT 1
to Disbursement Request

LIEN RELEASES

SCHEDULE 4
to Disbursement Request

RECONCILIATION OF PROJECT COSTS PAID FROM BORROWER ACCOUNT

SCHEDULE 5
to Disbursement Request

AMOUNT IN BORROWER ACCOUNT

(i) Amount on deposit, collectively, in the Borrower Account on the date hereof (prior to deposits in the Borrower Account pursuant to this Disbursement Request:		**$[_____]**
(ii) Amount requested in this Disbursement Request to be held in the Borrower Account, after giving effect to the payment of Project Costs:		**$[_____]**
TOTAL:[1]	**(i) + (ii):**	**$[_____]**

[1] Shall not exceed the Available Construction Funds.

EXHIBIT B
to
DISBURSEMENT AGREEMENT

[RESERVED]

EXHIBIT C
to
DISBURSEMENT AGREEMENT

FORM OF PROJECT BUDGET AMENDMENT CERTIFICATE

[_____], 20[_]

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890-1605
Attention: Jeff Marvel
Fax: (302) 636-4149
Email: jjmarvel@wilmingtontrust.com

Re: Disbursement Agreement, dated as of October 13, 2021 (as amended and otherwise modified from time to time, the "**Disbursement Agreement**"), of Sunseeker Florida, Inc., a Florida corporation (the "**Company**")
Project Budget Amendment No. [__]

Ladies and Gentlemen:

The Company requests that the Project Budget for the Project be amended as set forth on Schedule 1 to this certificate. This certificate is delivered pursuant to Section 6.1.3 of the Disbursement Agreement. In connection with the requested Project Budget amendment, the Company represents, warrants and certifies as follows:

(a) [Reserved.]

(b) Funding to pay the costs represented by any Line Item increase is available from the sources set forth in Section 6.1.1 of the Disbursement Agreement, as set forth on Schedule 1 hereto.

(c) Funding to pay the costs represented by any additional Line Item category, if any, is available from the sources set forth in Section 6.1.1 of the Disbursement Agreement, as set forth on Schedule 1 hereto.

(d) The Project Budget in effect immediately prior to the proposed amendment is attached to this Project Budget Amendment Certificate as Schedule 2, and the Project Budget which will be in effect upon effectiveness of the proposed amendment is attached to this Project Budget Amendment Certificate as Schedule 3.

(e) Following any such amendment: (i) the Project Budget will continue to provide for construction of improvements which are consistent with or in excess of the Minimum Facilities; (ii) the Company reasonably believes that the Project Budget will permit [the Hotel Opening Date to occur on or prior to the Final Completion Deadline and the Final Completion Date to occur on or before the Final Completion Deadline][1]; and (iii) the Project Budget will reasonably establish the Line Item components of

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[1] In each case, applicable only to the extent the Final Completion Date or Opening Date has not already occurred.

the work required to be undertaken in order to complete construction of the Project, and will reasonably establish the cost of completing each Line Item component of such work.

(f) The construction performed as of the date hereof is substantially in accordance with the Final Plans and Specifications, as in effect on the date hereof. [The Final Completion Date is expected to occur on or prior to the Final Completion Deadline.][2]

(g) After giving effect to the proposed amendment, the Company reasonably believes that the Project Budget accurately sets forth the anticipated Project Costs through the Final Completion Date, allocated among the various Line Item components thereof identified on the Project Budget in effect on the Closing Date, or amended to date in accordance with the Disbursement Agreement.

(h) [Reserved].

(i) As of the date hereof, after giving effect to the proposed amendment no Event of Default has occurred and is continuing.

(j) The undersigned certifies that this Project Budget Amendment Certificate is authorized hereby and is permitted pursuant to the Disbursement Agreement, the Credit Agreement and all conditions precedent thereto have been met.

(k) Schedule 1 attached hereto is true, correct and complete, in all material respects.

(l) Following the proposed amendment, each representation and warranty of the Company set forth in the Disbursement Agreement, any of the other Loan Documents, or in any certificates delivered in connection with any of the foregoing is true and correct in all material respects on and as of the date hereof with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date); provided that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" (as defined in the Credit Agreement) or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such applicable date).

The Disbursement Agent, the Construction Consultant and the Administrative Agent are entitled to rely on the foregoing representations, warranties and certifications.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Disbursement Agreement.

[SIGNATURE PAGE FOLLOWS]

[2] In each case, applicable only to the extent the Final Completion Date or Opening Date has not already occurred.

IN WITNESS WHEREOF, the undersigned has executed this Project Budget Amendment Certificate as of the date first set forth above.

SUNSEEKER FLORIDA, INC., a Florida corporation

By: _____
Name:
Title:

SCHEDULE 1

Amendment No. [__] to Project Budget.

I. Increases to Line Items: [REPEAT AS NECESSARY]

A. The following Line Item is increased: _____

Old Amount of Line Item: _____

Amount of Increase: _____

New Total For Line Item: _____

Source of Funds For Increase: _____

Source	Amount
Cost Savings (if any)	$ _____
Reduction in "Contingency" Line Item	$ _____
Additional Equity Proceeds	$ _____
Funds available to the Company outside of the Accounts to the extent deposited in the Construction Disbursement Account,	$ _____
Total	$ _____

II. Decreases to Line Items: [REPEAT AS NECESSARY]

A. The following Line Item is decreased: _____

Old Amount of Line Item: _____

Amount of Decrease: _____

New Amount of Line Item: _____

Amount of Cost Savings (if any): $_____
Reduction in "Contingency" Line Item $_____

III. New Project Budget Totals

The total Project Budget for the Project is now:	$ _____
The amount disbursed to date for the Project is now:	$ _____
Remaining amounts to be spent:	$ _____
Available Construction Funds for Project:	$

SCHEDULE 2
Existing Project Budget

[COMPANY TO PROVIDE]

SCHEDULE 3
New Project Budget

[COMPANY TO PROVIDE]

EXHIBIT D
to
DISBURSEMENT AGREEMENT

FORM OF MATERIAL CONSTRUCTION CONTRACT AMENDMENT CERTIFICATE

[_____], 20[__]

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890-1605
Attention: Jeff Marvel
Fax: (302) 636-4149
Email: jjmarvel@wilmingtontrust.com

Re: Disbursement Agreement, dated as of October 13, 2021 (as amended and otherwise modified from time to time, the "**Disbursement Agreement**"), of Sunseeker Florida, Inc., a Florida corporation (the "**Company**")
Amendment No. [___] to Construction Contract dated [_____] (the "**Construction Contract**") between [_____] and the Company

Ladies and Gentlemen:

The Company notifies you of the amendment to the above-referenced Construction Contract as set forth on Schedule 1 to this certificate. This certificate is delivered pursuant to Section 6.2 of the Disbursement Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Disbursement Agreement. In connection with the Material Construction Contract Amendment, the Company hereby represents, warrants and certifies as follows:

(a) After giving effect to such Material Construction Contract Amendment (and any related amendment to the Project Budget):

(i) The Project Budget will provide for construction of improvements which are consistent with or in excess of the Minimum Facilities;

(ii) If the Material Construction Contract Amendment will effect an amendment to the Project Budget, then the Company shall have complied with the requirements set forth in Section 6.1 of the Disbursement Agreement;

(iii) [Reserved];

(iv) If the Material Construction Contract Amendment will effect a Material Change Order, then the Company shall have complied with the requirements set forth in Section 6.6 of the Disbursement Agreement;

(v) If the Material Construction Contract Amendment will effect an amendment to the Project Schedule, then the Company shall have complied with the requirements set forth in Section 6.14 of the Disbursement Agreement;

(vi) If the Company delivered a payment or performance bond with respect to the Construction Contract subject to this Material Construction Contract Amendment, then, if such Material Construction Contract Amendment would impair the validity of such bond, the Company

has delivered a consent with this Material Construction Contract Amendment from the surety under such bond; and

(vii) The Company expects that the Project can be completed within the Line Items pertaining to the Construction Contract: (A) in a timely manner so as to permit [the Final Completion Date to occur on or prior to the Final Completion Deadline][1]; and (B) within the aggregate amounts specified for the Line Item on the Project Budget.

(b) After giving effect to the proposed Material Construction Contract Amendment

(b) After giving effect to the proposed Material Construction Contract Amendment (and any related amendment to the Project Budget), the Company reasonably believes that the Project Budget accurately sets forth the anticipated Project Costs through the Final Completion Date, allocated among the various Line Item components thereof identified on the Project Budget in effect on the Closing Date, or as amended to date in accordance with the Disbursement Agreement.

(c) As of the date hereof and after giving effect to the proposed Material Construction Contract Amendment (and any related amendment to the Project Budget), no Event of Default has occurred and is continuing.

(d) Each representation and warranty of the Company set forth in the Disbursement Agreement, any of the other Loan Documents, or in any certificates delivered in connection with any of the foregoing is true and correct in all material respects on and as of the date hereof with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date); provided that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" (as defined in the Credit Agreement) or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such applicable date).

The undersigned certifies that this Material Construction Contract Amendment Certificate is authorized hereby and is permitted pursuant to the Disbursement Agreement and the Credit Agreement, and all conditions precedent thereto have been met.

The Disbursement Agent, the Construction Consultant and the Administrative Agent are entitled to rely on the foregoing representations, warranties and certifications.

[SIGNATURE PAGE FOLLOWS]

---

[1] In each case, applicable only to the extent the Final Completion Date or Opening Date has not already occurred.

IN WITNESS WHEREOF, the undersigned has executed this Material Construction Contract Amendment Certificate as of the date first set forth above.

SUNSEEKER FLORIDA, INC., a Florida corporation

By: _____
Name:
Title:

SCHEDULE 1
(Copy of Executed Material Construction Contract Amendment)

[COMPANY TO PROVIDE]

EXHIBIT E-1
to
DISBURSEMENT AGREEMENT

FORM OF COMPANY'S COMPLETION CERTIFICATE

[_____], 20[__]

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890-1605
Attention: Jeff Marvel
Fax: (302) 636-4149
Email: jjmarvel@wilmingtontrust.com

Re: Disbursement Agreement, dated as of October 13, 2021 (as amended or otherwise modified from time to time, the "**Disbursement Agreement**"), of Sunseeker Florida, Inc., a Florida corporation (the "**Company**")
Company's Completion Certificate dated as of [_____], 20[__]

Ladies and Gentlemen:

This certificate is delivered to you pursuant to the Disbursement Agreement. Capitalized terms used in this certificate that are otherwise not defined shall have the meanings assigned to them in the Disbursement Agreement. The Company hereby represents, warrants and certifies as follows:

(a) The Hotel Opening Date has occurred, and the Project is open for business to the public;

(b) The Reserved Amounts currently unpaid are as follows: (i) $[_____] for the Punchlist Completion Amount; (ii) $[_____] for the aggregate Disputed Amounts with respect to all Construction Contracts; and (iii) $[_____] for Retainage Amounts;

(c) All amounts required to be paid to the Contractors in connection with causing the Project to achieve the Substantial Completion Date have been paid, other than Reserved Amounts set forth above that, in each case, have been reserved in the Construction Disbursement Account as set forth in the definition of "Completion" in the Disbursement Agreement;

(d) The Company has received from each Contractor, other than Contractors that are a subcontractor of another Contractor, lien releases, affidavits and agreements in the Florida statutory form or another form reasonably acceptable to the Administrative Agent and the Title Company, copies of which are attached hereto;

(e) There are no mechanic's liens or other liens, charges or orders filed against the Project or any portion thereof by any Contractor or any other party that have not been discharged of record, insured over or bonded over;

(f) All material Applicable Permits with respect to the operating of the Project in all material respects have been issued and are in full force and effect;

(g) Attached hereto as Exhibit 1 is the signed Construction Consultant's Certificate;

(h) Attached hereto as Exhibit 2 is an Update Endorsement to the title policy from the Title Company;

(i) The Company has delivered to the Construction Consultant, the Administrative Agent and the Disbursement Agent a list of any remaining Punchlist Items, including the estimated cost of completing the same

(j) The Company has received from the Architect a certificate or notice of "Substantial Completion" of the work on Form AIA Document G704. The Company has accepted such

Substantial Completion" of the work on Form AIA Document G704. The Company has accepted such certificate or notice, a copy of which is attached hereto as Exhibit 3; and

(k) The Company has received a temporary certificate of occupancy from the applicable Governmental Authority.

The Disbursement Agent, the Administrative Agent and the Construction Consultant are entitled to rely on the foregoing representations, warranties and certifications.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Company's Completion Certificate as of the date first set forth above.

SUNSEEKER FLORIDA, INC., a Florida corporation

By: _____
Name:
Title:

EXHIBIT 1
Certificate of Construction Consultant
Company's Completion Certificate

[_____], 20[__]

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890-1605
Attention: Jeff Marvel
Fax: (302) 636-4149
Email: jjmarvel@wilmingtontrust.com

Re: Disbursement Agreement, dated as of October 13, 2021 (as amended or otherwise modified from time to time, the "**Disbursement Agreement**"), of Sunseeker Florida, Inc., a Florida corporation (the "**Company**")
Company's Completion Certificate dated as of [_____], 20[__]

Ladies and Gentlemen:

CREDE Construction Advisory, LLC (the "**Construction Consultant**") hereby represents, warrants and certifies as follows:

(a) The Construction Consultant has reviewed the above referenced Company's Completion Certificate.

(b) The Construction Consultant hereby confirms the accuracy, in all material respects, of each of the following:

(i) The Hotel Opening Date has occurred and the Project is open for business to the public;

(ii) To the best of the Construction Consultant's knowledge after due inquiry, the Reserved Amounts currently unpaid are as follows: (i) $[_____] for the Punchlist Completion Amount; (ii) $[_____] for the aggregate Disputed Amounts with respect to all Construction Contracts; and (iii) $[_____] for Retainage Amounts;

(iii) To the best of the Construction Consultant's knowledge after due inquiry, all amounts required to be paid to the Contractors in connection with causing the Project to achieve the Final Completion Date have been paid, other than Permitted Amounts set forth above that, in each case, have been reserved in the Construction Disbursement Account as set forth in the definition of "Completion" in the Disbursement Agreement;

(iv) The Construction Consultant has received lien releases, affidavits and agreements in the Florida statutory form or another form reasonably acceptable to the Administrative Agent and the Title Company, copies of which are attached to the above referenced Company's Completion Certificate;

(v) To the best of the Construction Consultant's knowledge after due inquiry, there are no mechanic's liens or other liens, charges or orders filed against the Project or any portion thereof by any Contractor or any other party that have not been discharged of record or, if payment is not yet due or if any portion of such payment is contested in good faith by the Company, sufficient funds remain in the Construction Disbursement Account to discharge the amount reasonably anticipated in good faith by the Company as its liability with respect to such Liens or the Company has obtained title insurance coverage with respect thereto or a bond securing payment of such item; and

(vi) The list of remaining Punchlist Items, including the estimated cost of completing the same, delivered by the Company is satisfactory to Construction Consultant as a reasonable punchlist in all material respects.

(c) The Construction Consultant last visited the Project on [_____].

Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Disbursement Agreement.

The Disbursement Agent and the Administrative Agent are entitled to rely on the foregoing representations, warranties and certifications.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Construction Consultant as of the date first set forth above.

CREDE CONSTRUCTION ADVISORY, LLC

By:_____
Name:
Title:

EXHIBIT 2
Update Endorsement
[To be attached.]

EXHIBIT 3
Architect's Notice of Substantial Completion

[COMPANY TO PROVIDE]

EXHIBIT E-2
to
DISBURSEMENT AGREEMENT

FORM OF COMPANY'S FINAL COMPLETION CERTIFICATE

[_____], 20[__]

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890-1605
Attention: Jeff Marvel
Fax: (302) 636-4149
Email: jjmarvel@wilmingtontrust.com

Re: Disbursement Agreement, dated as of October 13, 2021 (as amended or otherwise modified from time to time, the "**Disbursement Agreement**"), of Sunseeker Florida, Inc., a Florida corporation (the "**Company**")
Company's Final Completion Certificate dated as of [_____], 20[__]

Ladies and Gentlemen:

This certificate is delivered to you pursuant to the Disbursement Agreement. Capitalized terms used in this certificate that are otherwise not defined shall have the meanings assigned to them in the Disbursement Agreement. The Company hereby represents, warrants and certifies as follows:

(a) The Final Completion Date has occurred;

(b) All amounts required to be paid to the Contractors have been paid other than Disputed Amounts;

(c) The aggregate Reserved Disputed Amounts with respect to all Construction Contracts have been reserved in the Construction Disbursement Account

(d) The Construction Consultant has received lien releases, affidavits and agreements in the Florida statutory form or another form reasonably acceptable to the Administrative Agent and the Title Company, copies of which are attached to the above referenced Company's Completion Certificate;

(e) There are no mechanic's liens or other liens, charges or orders filed against the Project or any portion thereof by any Contractor or any other party that have not been discharged of record, insured over or bonded over;

(f) [Attached hereto as Exhibit 1 is the signed certificates of the Construction Consultant][1];

(g) Attached hereto as Exhibit 2 is an Update Endorsement to the title policy from the Title Company;

[1] To be included only if requested by the Administrative Agent.

(h) [The Company has delivered, or caused to be delivered, to the Administrative Agent, the Construction Consultant and the Disbursement Agent "as-built" Plans and Specifications showing the final specifications of all improvements comprising the Project][2];

(i) The Company has delivered, or caused to be delivered, to the Administrative Agent, the Construction Consultant and the Disbursement Agent copies of all material warranty documentation, together with all material guaranties and maintenance agreements, in each case provided to or for the benefit of the Company pursuant to a Construction

Contract in respect of the improvements comprising the Project;[3]; and

(j) The Company has delivered, or caused to be delivered, to the Administrative Agent and the Disbursement Agent evidence demonstrating continued compliance with the insurance requirements under Section 5.09 of the Credit Agreement.

The Disbursement Agent, the Administrative Agent and the Construction Consultant are entitled to rely on the foregoing representations, warranties and certifications.

[SIGNATURE PAGE FOLLOWS]

---

[2] To be included only if requested by the Administrative Agent.

[3] To be included only if requested by the Administrative Agent.

IN WITNESS WHEREOF, the undersigned has executed this Company's Final Completion Certificate as of the date first set forth above.

SUNSEEKER FLORIDA, INC., a Florida corporation

By: _____
Name:
Title:

EXHIBIT 1
Certificate of Construction Consultant
Company's Final Completion Certificate

[_____], 20[__]

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890-1605
Attention: Jeff Marvel
Fax: (302) 636-4149
Email: jjmarvel@wilmingtontrust.com

Re: Disbursement Agreement, dated as of October 13, 2021 (as amended or otherwise modified from time to time, the "**Disbursement Agreement**"), of Sunseeker Florida, Inc., a Florida corporation (the "**Company**")
Company's Final Completion Certificate dated as of [_____], 20[__]

Ladies and Gentlemen:

CREDE Construction Advisory, LLC (the "**Construction Consultant**") hereby represents, warrants and certifies as follows:

(a) The Construction Consultant has reviewed the above referenced Company's Final Completion Certificate.

(b) The Construction Consultant hereby confirms the accuracy, in all material respects, of each of the following:

(i) The Final Completion Date has occurred;

(ii) The Construction Consultant has received copies of final lien releases, affidavits, and agreements from the Contractor and each other Contractor with respect to the Line Item entitled "Construction Contract, including Site Work and Infrastructure Improvements" (other than (x) suppliers and providers of materials and equipment, (y) any Contractor that is a subcontractor of the Contractor or any other Contractor and (z) Contractors that do not have the right to impose materialmen's or mechanics liens on the Project), substantially in the form of Exhibit I-2 of the Disbursement Agreement, or another form reasonably acceptable to the Administrative Agent, copies of which are attached to the above referenced Company's Final Completion Certificate; and

(iii) There are no mechanic's liens or other liens, charges or orders filed against the Project or any portion thereof by any Contractor or any other party that have not been discharged of record or, if payment is not yet due or if any portion of such payment is contested in good faith by the Company, the Company has reserved the amount reasonably necessary to discharge the amount reasonably anticipated in good faith by the Company as its liability with respect to such Liens or the Company has obtained title insurance coverage with respect thereto or a bond securing payment of such item.

(c) The Construction Consultant last visited the Project on [_____].

Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Disbursement Agreement.

The Disbursement Agent and the Administrative Agent are entitled to rely on the foregoing representations, warranties and certifications.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Construction Consultant as of the date first set forth above.

CREDE Construction Advisory, LLC

By:_____
Name:
Title:

EXHIBIT 2
Update Endorsement

[To be attached.]

EXHIBIT F
to
DISBURSEMENT AGREEMENT

[RESERVED]

EXHIBIT G
to
DISBURSEMENT AGREEMENT

FORM OF FINAL PLANS AND SPECIFICATIONS AMENDMENT CERTIFICATE

[_____], 20[__]

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890-1605
Attention: Jeff Marvel
Fax: (302) 636-4149
Email: jjmarvel@wilmingtontrust.com

Re: Disbursement Agreement, dated as of October 13, 2021 (as amended or otherwise modified from time to time, the "**Disbursement Agreement**"), of Sunseeker Florida, Inc., a Florida corporation (the "**Company**")
Final Plans and Specifications Certificate

Ladies and Gentlemen:

The Company requests that the [Final Plans and Specifications for the Project be amended to include the Plans and Specifications described on Schedule 2 to this certificate] [Plans and Specifications described on Schedule 2 to this certificate become Final Plans and Specifications]. This certificate is delivered pursuant to Section 6.6 of the Disbursement Agreement. Capitalized terms used in this certificate that are otherwise not defined shall have the meaning assigned in the Disbursement Agreement. In connection with the [requested Final Plans and Specifications amendment][finalization of such Plans and Specifications], the Company hereby represents, warrants and certifies as follows:

(a) [The Final Plans and Specifications, as currently in effect, are described on Schedule 1.] The [proposed] [amendments to the] Final Plans and Specifications which will become the Final Plans and Specifications with respect to any particular work or improvement, as of the date hereof are set forth in Schedule 2, and with respect thereto:

(i) have received all Applicable Permits required to approve such Plans and Specifications necessary to commence construction of such work or improvements described therein;

(ii) contain sufficient specificity to permit completion of such work or improvement described therein;

(iii) are consistent with constructing the Project to include the Minimum Facilities;

(iv) have been signed by the Architect and, contemporaneously herewith, Borrower has delivered the Certificate of Architect in the form set forth on Exhibit 1 attached hereto;

(v) call for construction of the Project in a manner consistent with the Final Completion Date occurring on or prior to the Final Completion Deadline and the Hotel Opening Date occurring on or prior to the Final Completion Deadline; and

(vi) have been delivered to the Construction Consultant and the Disbursement Agent.

(b) The construction performed as of the date hereof is substantially in accordance with the Final Plans and Specifications, as amended or otherwise modified through the date hereof (and to the extent currently in effect). After giving effect to [this proposed amendment to the Final Plans and Specifications][the finalization of such Plans and Specifications] and any concurrent amendment to the Project Budget, the Company expects that [the Hotel Opening Date will occur on or prior to the Final Completion Deadline and the Final Completion Date will occur on or prior to the Final Completion

Deadline]1.

(c) After giving effect to [this proposed amendment to the Final Plans and Specifications][the finalization of such Plans and Specifications] and any concurrent amendment to the Project Budget, the Company reasonably believes that the Project Budget accurately sets forth the anticipated Project Costs in all material respects through the Final Completion Date, allocated among the various Line Item components thereof identified on the Project Budget in effect on the Closing Date or as amended in accordance with the Disbursement Agreement.

(d) As of the date hereof and after giving effect to the [proposed amendment to the Final Plans and Specifications][finalization of such Plans and Specifications] and any concurrent amendment to the Project Budget, no Default has occurred and is continuing.

The Disbursement Agent, the Administrative Agent and the Construction Consultant are entitled to rely on the foregoing representations, warranties and certifications.

The undersigned certifies that this Final Plans and Specifications Certificate is authorized hereby and is permitted pursuant to the Disbursement Agreement and the Credit Agreement, and all conditions precedent thereto have been met.

[SIGNATURE PAGE FOLLOWS]

---

[1] In each case, applicable only to the extent the Final Completion Date or Opening Date has not already occurred.

IN WITNESS WHEREOF, the undersigned has executed this Final Plans and Specifications Certificate as of the date first set forth above.

SUNSEEKER FLORIDA, INC., a Florida corporation

By: _____
Name:
Title:

SCHEDULE 1
Description of Final Plans and Specifications

[COMPANY TO PROVIDE]

SCHEDULE 2
Description of [proposed Final Plans and Specifications] [amendment(s) to Final Plans and Specifications]

Amendment No. [__] to Final Plans and Specifications.

I. The following describes new Final Plans and Specifications for any work or improvements to be included in the Project and for which no Final Plans and Specifications currently exist or in replacement of preliminary Plans and Specifications:

	Work or Improvement	Architect	Drawing Number
1.			
2.			
3.			

II. The following describes replacement Final Plans and Specifications for any work or improvements to be included in the Project and for which Final Plans and Specifications currently exist:

	Work or Improvement	Drawing Number of Replaced Final Plans and Specifications	Architect of New Final Plans and Specifications	Drawing Number of New Final Plans and Specifications
1.				
2.				
3.				

EXHIBIT 1
Certificate of Architect

[_____], 20[__]

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890-1605
Attention: Jeff Marvel

Attention: Jeff Marvel
Fax: (302) 636-4149
Email: jjmarvel@wilmingtontrust.com

Re: Disbursement Agreement, dated as of October 13, 2021 (as amended or otherwise modified from time to time, the "**Disbursement Agreement**"), of Sunseeker Florida, Inc., a Florida corporation (the "**Company**")

Final Plan and Specifications Certificate dated as of [_____], 20[__]

Ladies and Gentlemen:

L2 Studios, Inc. (the "**Architect**") hereby represents, warrants and certifies as follows:

(a) The Architect has reviewed the above referenced Final Plans and Specifications Certificate and the Disbursement Agreement to the extent necessary to understand the defined terms contained herein and in the Final Plans and Specifications Certificate that are incorporated by reference from the Disbursement Agreement and to provide the certification contained herein.

(b) The Architect hereby certifies and confirms the accuracy, in all material respects, of the certifications contained in Paragraphs (a)(i)-(v) and (b) of the above-referenced Final Plans and Specifications Certificate.

(c) The Architect last inspected the Project on [_____].

The Disbursement Agent, the Administrative Agent and the Construction Consultant are entitled to rely on the foregoing representations, warranties and certifications. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Disbursement Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Architect as of the date first set forth above.

L2 STUDIOS, INC.

By:_____
Name:
Title:

EXHIBIT H
to
DISBURSEMENT AGREEMENT

KEY CONSTRUCTION AND DESIGN CONTRACTS

1. Development Agreement
2. Sub-Development Agreement
3. Architectural Services Agreement
4. Bear's Plumbing
5. KHS&S (drywall hotel)
6. Ion Electrical (electrical hotel)
7. AA Stucco (drywall A&E)
8. Bernhard MCC (HVAC hotel)
9. Fuse Specialty (concrete shell all buildings)

Prepared by, and after recording please return to:
Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Jonathan M. Karl, Esq.

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

MADE BY

SUNSEEKER FLORIDA, INC.,

AS MORTGAGOR

TO

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent,

AS MORTGAGEE

Property Address:

5007 Tamiami Trail, Punta Gorda, FL 33980

DATED: As of October 13, 2021

NOTE TO RECORDER: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, RECOVERY UNDER THIS MORTGAGE FOR PRINCIPAL SHALL BE LIMITED TO $350,000,000.00 IN PRINCIPAL EVIDENCED BY THE CREDIT AGREEMENT AND ONE OR MORE NOTES, WHICH CREDIT AGREEMENT AND NOTES HAVE BEEN EXECUTED AND DELIVERED OUTSIDE OF THE STATE OF FLORIDA. ACCORDINGLY, PURSUANT TO (A) FLORIDA ADMINISTRATIVE CODE 12B-4.053(31), FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF $1,225,000.00 ARE BEING PAID UPON RECORDATION HEREOF, AND (B) PURSUANT TO FLORIDA STATUTES SECTION 199.133, INTANGIBLE TAXES IN THE AMOUNT OF $700,000 ARE BEING PAID UPON RECORDATION HEREOF.

TABLE OF CONTENTS

Page

ARTICLE ONE COVENANTS OF MORTGAGOR 14

1.1 **General Representations, Covenants and Warranties** 14
1.2 **First Lien Status** 14
1.3 **Compliance with Legal Requirements** 14
1.4 **Impositions and Certain Tax Matters** 14
1.5 **Insurance** 15
1.6 **Condemnation** 15
1.7 **Care of Mortgaged Property** 15
1.8 **Leases**. 15
1.9 **Intentionally omitted.** 16
1.10 **Further Encumbrance** 16
1.11 **Intentionally omitted**. 16
1.12 **Further Assurances** 16
1.13 **Assignment of Leases and Rents** 16
1.14 **Expenses** 17
1.15 **Compliance with Permitted Encumbrance Agreements** 17
1.16 **Defense of Actions** 17
1.17 **After-Acquired Property** 17
1.18 **Security Agreement** 17
1.19 **Future Advances** 19
1.20 **Credit Agreement** 19

ARTICLE TWO CREDIT AGREEMENT PROVISIONS 19

2.1 **Interaction with Credit Agreement and other Loan Documents; Incorporation by Reference** 19
2.2 **Other Collateral** 20

ARTICLE THREE DEFAULTS 20

3.1 **Event of Default** 20

ARTICLE FOUR REMEDIES 20

4.1 **Intentionally omitted** 20
4.2 **Acceleration of Maturity** 20
4.3 **Protective Advances** 20
4.4 **Institution of Equity Proceedings** 21
4.5 **Mortgagee's Power of Enforcement** 21
4.6 **Mortgagee's Right to Enter and Take Possession, Operate and Apply Income** 22
4.7 **Separate Sales** 24

4.8 **Leases** 24
4.9 **Purchase by Mortgagee** 24
4.10 **Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws** 24
4.11 **Receiver** 24
4.12 **Suits to Protect the Mortgaged Property** 25
4.13 **Proofs of Claim** 25
4.14 **Mortgagor to Pay the Obligations on Any Default in Payment; Application of Monies by Mortgagee.** 25
4.15 **Delay or Omission; No Waiver** 26
4.16 **No Waiver of One Default to Affect Another** 26
4.17 **Discontinuance of Proceedings; Position of Parties Restored** 27
4.18 **Remedies Cumulative** 27
4.19 **Interest After Event of Default** 27
4.20 **Foreclosure; Expenses of Litigation** 27
4.21 **Deficiency Judgments** 28
4.22 **Waiver of Jury Trial** 28
4.23 **Exculpation of Mortgagee** 29
4.24 **Insurance Policies** 29

ARTICLE FIVE LOCAL LAW PROVISIONS. 29

5.1 **Principles of Construction** 29
5.2 **Maximum Amount Secured; Future Advances** 29
5.3 **Limitation of Recovery; Florida Documentary Stamp Tax** 30

ARTICLE SIX MISCELLANEOUS PROVISIONS 30

6.1 **Heirs, Successors and Assigns Included in Parties** 30
6.2 **Addresses for Notices, Etc.** 30
6.3 **Change of Notice Address** 31
6.4 **Headings** 31
6.5 **Invalid Provisions to Affect No Others** 31
6.6 **Changes and Priority Over Intervening Liens** 31
6.7 **Waiver of Setoff and Counterclaim; Other Waivers** 32
6.8 **Governing Law** 32
6.9 **Intentionally omitted** 32
6.10 **Right of Entry** 32
6.11 **Corrections** 33
6.12 **Statute of Limitations** 33
6.13 **Subrogation** 33
6.14 **Reinstatement** 33
6.15 **No Waiver** 33
6.16 **Extension, Rearrangement or Renewal of Obligations** 33
6.17 **Forcible Detainer** 34
6.18 **Waiver of Stay or Extension** 34

6.19 **Application of Payments** 34
6.20 **Reduction of Secured Amount** 34
6.21 **Renewal; Etc.** 35
6.22 **Compliance With Usury Law** 35
6.23 **Entire Agreement** 36
6.24 **Time** 36
6.25 **Third Party Rights** 36
6.26 **Context** 36
6.27 **Calendar Days** 36
6.28 **Covenants Running with the Land** 36
6.29 **Mortgagee as Agent** 36
6.30 **Relationship** 36
6.31 **Jurisdiction; Consent to Service of Process** 36
6.32 **Interpretation** 37

SCHEDULE A DESCRIPTION OF THE LAND

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, amended and restated, supplemented, increased and/or otherwise modified from time to time, this "**Mortgage**") is made and effective as of October 13, 2021 (the "**Effective Date**"), by **SUNSEEKER FLORIDA, INC.**, a Florida corporation ("**Mortgagor**"), whose address is 1201 North Town Center, Las Vegas, Nevada 89144, to **WILMINGTON TRUST, NATIONAL ASSOCIATION**, having an office at 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402, in its capacity as Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) (in such capacity, and together with its successors and assigns in such capacity, "**Mortgagee**").

PRELIMINARY STATEMENTS

A. Mortgagor entered into that certain Credit Agreement (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "**Credit Agreement**"), dated as of the date hereof, by and among Mortgagor, Allegiant Travel Company (the "**Guarantor**"), the banks, financial institutions and other entities from time to time party thereto in the capacity of lenders (collectively, the "**Lenders**"), Mortgagee, as administrative agent (together with its successors and assigns in such capacity, the "**Administrative Agent**"), and Castlelake Lending Opportunities, L.L.C., as facility manager (the "**Facility Manager**"), which on the Effective Date will provide for up to a $350,000,000.00 term loan facility, which has a maturity date of October 31, 2028.

B. Guarantor has, among other things, guaranteed the Obligations pursuant to that certain Payment Guaranty, dated as of October 7, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Payment Guaranty**"), made by and among Guarantor and the other guarantors party thereto in favor of the Guarantor.

C. In consideration of the extensions of credit and other accommodations of the Secured Parties as set forth in the Credit Agreement, Mortgagor has agreed to secure the Obligations (including the obligations under the Loan Documents) as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the covenants herein contained, and in order to secure the Obligations, **MORTGAGOR AND MORTGAGEE HEREBY AGREE AS FOLLOWS:**

DEFINITIONS

As used in this Mortgage, the following terms have the meanings hereinafter set forth:

"**Accounts Receivable**" has the meaning set forth in Section 9-102(2) of the UCC for the term "account."

"**Administrative Agent**" has the meaning set forth in the Preliminary Statements.

"**Applicable Clerk's Office**" means the Clerk of the Circuit Court & County Comptroller of Charlotte County.

"**Appurtenant Rights**" means all and singular tenements, hereditaments, rights, reversions, remainders, development rights, privileges, benefits, easements (in gross or appurtenant), rights-of-way, licenses, gores or strips of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, riparian rights and powers, and all appurtenances whatsoever and claims or demands of Mortgagor at law or in equity in any way belonging, benefiting, relating or appertaining to the Mortgaged Property encumbered by this Mortgage, or which hereinafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

"**Bankruptcy**" means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Mortgagee, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"**Credit Agreement**" has the meaning set forth in the Preliminary Statements.

"**Effective Date**" has the meaning set forth in the preamble.

"**Event of Default**" has the meaning set forth in Section 3.1 hereof.

"**FF&E**" means all furniture, fixtures, equipment, appurtenances, signage and personal property owned or leased by Mortgagor now or in the future contained in, used in connection with, attached to, or otherwise useful or convenient to the use, operation, or occupancy of, or placed on, but unattached to, any part of the Site (as defined herein) whether or not the same constitutes real property or fixtures in the State, including all removable window and floor coverings, all furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator and escalator plants, cooking facilities, vacuum cleaning systems, public address and communications systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings, fixtures, and building/construction materials, all financial equipment, computer equipment, calculators, adding machines, and any other electronic equipment of every nature used or located on any part of the Site, together with all venetian blinds, shades, draperies, drapery and curtain rods, brackets, bulbs, cleaning apparatus, mirrors, lamps, ornaments, cooling apparatus and equipment, ranges and ovens, garbage disposals, dishwashers, mantels, and any and all such property which is at any time installed in, affixed to or placed upon the Site.

"**Guaranty**" has the meaning set forth in the Preliminary Statements.

"**Imposition**" means any taxes, assessments, water rates, sewer rates, maintenance charges, other governmental impositions and other charges now or hereafter levied or assessed or imposed against the Mortgaged Property or any part thereof.

"**Improvements**" means (i) all the buildings, structures, facilities and improvements of every nature whatsoever now or hereafter situated on the Site or any real property encumbered hereby and in which Mortgagor now or hereafter owns or acquires an interest or right and (ii) all FF&E.

"**Insolvent"** or **"Insolvency**" means, with respect to any Person, that such Person does not meet the definition of the term "Solvent" as defined in the Credit Agreement.

"**Intangible Collateral**" means (a) subject to the absolute assignment contained herein and the revocable license herein below given to Mortgagor to collect the Rents, the Rents; (b) any and all books, records, customer lists, concession agreements, supply or service contracts, licenses, permits, governmental approvals (to the extent such licenses, permits and approvals may be pledged under applicable legal requirements), signs, goodwill, hotel credit and charge records, supplier lists, checking accounts, safe deposit boxes (excluding the contents of such deposit boxes owned by Persons other than Mortgagor and its subsidiaries), cash, instruments, chattel papers, including inter-company notes and pledges, documents, unearned premiums, credit card receivables and other accounts receivables, deposits, refunds, including but not limited to income tax refunds, prepaid expenses, rebates, tax and insurance escrow and impound accounts, if any, actions and rights in action, and all other claims, including without limitation condemnation awards and insurance proceeds, and all other contract rights and general intangibles resulting from or used in connection with the operation and occupancy of the Mortgaged Property and the Improvements and in which Mortgagor now or hereafter has rights; and (c) Mortgagor's general intangibles or right to use agreements, including without limitation all rents, issues, profits, income and maintenance fees resulting therefrom, whether any of the foregoing is now owned or hereafter acquired.

"**Land**" means that certain real property situated in the county of Charlotte in the State of Florida, as more specifically described in Schedule A attached hereto and incorporated herein by reference, including any after acquired title thereto.

"**Leases**" means any and all leases, subleases, lettings, licenses, and concessions, affecting the Mortgaged Property that Mortgagor has entered into, taken by assignment, taken subject to, or assumed, or has otherwise become bound by, now or in the future, that give any Person the right to conduct its business on, or otherwise use, operate or occupy, all or any portion of the Site or Improvements and any leases, agreements or arrangements permitting anyone to enter upon or use any of the Mortgaged Property to extract or remove natural resources of any kind, together with all modifications, amendments, extensions, and renewals of the foregoing entered into in compliance with this Mortgage, together with all rental, occupancy, service, maintenance or any other similar agreements pertaining to use or occupation of, or the rendering of services in connection therewith at the Site, the Improvements or any part thereof.

"**Lenders**" has the meaning set forth in the Preliminary Statements.

"**Lessee(s)**" means any and all tenants, licensees, or other grantees of the Leases and any and all guarantors, sureties, endorsers or others having primary or secondary liability with respect to such Leases.

"**Mortgaged Property**" means all of the property described in granting clauses (A) through (R) below, inclusive, and each item of property therein described.

"**Mortgagee**" has the meaning set forth in the preamble.

"**Mortgagor**" has the meaning set forth in the preamble.

"**Obligations**" has the meaning set forth in the Credit Agreement.

"**Permitted Dispositions**" means any dispositions permitted by Section 6.04 of the Credit Agreement and the other Loan Documents.

"**Personal Property**" means all Tangible Collateral, Intangible Collateral and all other personal property, in each case, now or hereafter owned or leased by Mortgagor or in which Mortgagor has or will have any interest (whether or not such items are stored on the Site or elsewhere) used or which are intended to be used in connection with the operation or occupancy of the Mortgaged Property or in connection with any construction being conducted or which may be conducted on the Site, Proceeds of the foregoing and all products, substitutions, and accessions therefor and thereto.

"**Premises**" means the Site and the Improvements.

"**Proceeds**" has the meaning assigned to it under the UCC and, in any event, shall include but not be limited to all of Mortgagor's right, title and interest in and to (i) any and all proceeds of any insurance (including, without limitation, property, casualty and title insurance), indemnity, warranty or guaranty payable from time to time with respect to any of the Mortgaged Property; (ii) any and all proceeds in the form of accounts, security deposits, tax escrows (if any), down payments (to the extent the same may be pledged under applicable legal requirements), collections, contract rights, documents, instruments, chattel paper, liens and security instruments, guarantees or general intangibles relating in whole or in part to the Site or Improvements and all rights and remedies of whatever kind or nature Mortgagor may hold or acquire for the purpose of securing or enforcing any obligation due Mortgagor thereunder; (iii) any and all payments in any form whatsoever made or due and payable from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Mortgaged Property by any Governmental Authority or deed in lieu thereof; (iv) subject to the absolute assignment contained herein, the Rents or other benefits arising out of, in connection with or pursuant to any Lease of the Mortgaged Property; and (v) any and all other amounts from time to time paid or payable in connection with any of the Mortgaged Property; provided, however, that Mortgagor is not authorized to dispose of any of the Mortgaged Property unless such disposition is a Permitted Disposition.

"**Project**" shall have the meaning set forth in the Disbursement Agreement.

"**Protective Advances**" has the meaning set forth in Section 4.3 hereof.

"**Rents**" means all rents, room revenues, income, receipts, issues, profits, revenues and maintenance fees, food and beverage revenues, license and concession fees, income, proceeds and other benefits to which Mortgagor may now or hereafter be entitled from the Site, the Improvements, the Leases or any property encumbered hereby or any business or other activity conducted by Mortgagor at the Site or the Improvements.

"**Site**" means the Land and the Appurtenant Rights.

"**State**" has the meaning set forth in Section 6.8 hereof.

"**Tangible Collateral**" means all personal property, goods, inventory, equipment, supplies, building and other materials of every nature whatsoever and all other tangible personal property constituting a part or portion of the Project, in each case, in which Mortgagor now or hereafter owns or acquires an interest or right, including all property and materials stored therein in which Mortgagor has an interest and all tools, utensils, food and beverage, liquor, uniforms, linens, housekeeping and maintenance supplies, vehicles, fuel, advertising and promotional material, Mortgagor's right, title and interest in blueprints, surveys, plans and other documents relating to the Site or Improvements, and all construction materials and all furnishings, fixtures and equipment, including, but not limited to, all FF&E and all equipment and devices which are or are to be installed and used in connection with the operation of the Project, those items of furniture, fixtures and equipment which are to be purchased or leased by Mortgagor, machinery and any other item of personal property in which Mortgagor now or hereafter owns or acquires an interest or right, and which are used or useful in the construction, operation, use and occupancy of the Project and all present and future right and interest of Mortgagor in and to any casino operator's agreement, license agreement or sublease agreement used in connection with the Site or the Improvements.

"**UCC**" means the Uniform Commercial Code in effect in the State of New York from time-to-time; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of the security interest in any UCC Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions related to such provisions.

"**UCC Collateral**" has the meaning set forth in Section 1.18 hereof.

Any capitalized terms used in this Mortgage which are not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement. Upon termination of the Credit Agreement, all terms defined by reference to the Credit Agreement shall continue to have the same meanings given to such terms in the Credit Agreement as in effect immediately prior to such termination. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC. Except as expressly specified otherwise herein, any reference herein to any Exhibit or Schedule to this Mortgage shall be deemed to refer to such Exhibit or Schedule as amended or supplemented from time to time.

W I T N E S S E T H:

In consideration of ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as collateral security for the payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all of (i) the Obligations and (ii) the payment of all sums expended or advanced by Secured Parties under or pursuant to the terms hereof or to protect the security hereof (including Protective Advances), together with interest thereon as herein provided, Mortgagor, in consideration of the premises, and for the purposes aforesaid, hereby mortgages, assigns, grants, bargains, sells, conveys, pledges and confirms to Mortgagee for the benefit of the Secured Parties a lien on and security interest in and to each of the following, whether now owned or hereinafter acquired by Mortgagor from time to time:

(A) All the estate, right, title and interest of Mortgagor of, in and to, the Land;

(B) TOGETHER WITH all the estate, right, title and interest of Mortgagor of, in and to the Improvements;

(C) TOGETHER WITH all the estate, right, title and interest of Mortgagor of, in and to the Appurtenant Rights;

(D) TOGETHER WITH all the estate, right, title and interest of Mortgagor of, in and to the Tangible Collateral to the extent permitted by, or not prohibited by, applicable legal requirements;

(E) TOGETHER WITH all the right, title and interest of Mortgagor of, in and to the Intangible Collateral to the extent permitted by, or not prohibited by, applicable legal requirements;

(F) TOGETHER WITH all the estate, right, title and interest of Mortgagor of, in and to (i) all judgments and decrees, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of any of the property described in granting clauses (A), (B), (C), (D) and (E) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in granting clauses (A), (B), (C), (D) and (E) hereof or any part thereof and Mortgagee is (subject to the terms hereof and the Credit Agreement and the other Loan Documents, including Mortgagor's right, if any, to collect, receive, use and apply such awards and proceeds in accordance with the Credit Agreement and the Disbursement Agreement) hereby authorized to (x) collect and receive said awards and proceeds and to give proper receipts and acquittance therefor and (y) to apply the same toward the payment of the Obligations and sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; (ii) all proceeds of any sales or other dispositions of the property or rights described in granting clauses (A), (B), (C), (D) and (E) hereof or any part thereof whether voluntary or involuntary (subject to the terms hereof and the Credit Agreement and the other Loan Documents), provided, however, that the foregoing shall not be deemed to permit such sales, transfers, or other dispositions except as specifically permitted herein or in the other Loan Documents; and (iii) whether arising from any voluntary or involuntary disposition of the property described in granting clauses (A), (B), (C), (D) and (E), all Proceeds, products, replacements, additions, substitutions, renewals and accessions, remainders, reversions and after-acquired interest

in, of and to such property (subject to the terms hereof and the Credit Agreement and the other Loan Documents);

(G) TOGETHER WITH and, subject to Section 1.13 below, the absolute assignment of any Leases or any part thereof that Mortgagor has entered into, taken by assignment, taken subject to, or assumed, or has otherwise become bound by, now or in the future, together with all of the following (including all "Cash Collateral" within the meaning of the Bankruptcy Code) arising from the Leases: (a) Rents (subject, however, to the absolute assignment to Mortgagee and the revocable license herein below given to Mortgagor to collect the Rents), (b) all of Mortgagor's right, title, and interest to all guarantees, letters of credit, security deposits, collateral, cash deposits, and other credit enhancement documents, arrangements and other measures with respect to the Leases, (c) all of Mortgagor's right, title, and interest under the Leases, including the following: (i) the right to receive and collect the Rents from the lessee, sublessee or licensee, or their successor(s), under any Lease(s), (ii) all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting facilities, parking facilities, recreational facilities, concession fees, health club membership fees, food and beverage wholesale and trail sales, vending machine sales and service charges from the Site, and (iii) the right to enforce against any tenants thereunder and otherwise any and all remedies under the Leases, including Mortgagor's right to evict from possession any tenant thereunder or to retain, apply, use, draw upon, pursue, enforce or realize upon any guaranty of any Lease; to terminate, modify, or amend the Leases; to obtain possession of, use, or occupy, any of the real or personal property subject to the Leases; and to enforce or exercise, whether at law or in equity or by any other means, all provisions of the Leases and all obligations of the tenants thereunder based upon (y) any breach by such tenant under the applicable Lease (including any claim that Mortgagor may have by reason of a termination, rejection, or disaffirmance of such Lease pursuant to any provision of the Bankruptcy Code) and (z) the use and occupancy of the premises demised, whether or not pursuant to the applicable Lease (including any claim for use and occupancy arising under landlord-tenant law of the State or any provision of the Bankruptcy Code). Mortgagee hereby grants to Mortgagor a revocable license, so long as no Event of Default has occurred and is continuing hereunder, to collect and use the Rents, as they become due and payable, and to exercise the rights under the Leases. Upon the occurrence and during the continuance of an Event of Default, the revocable license hereby granted to Mortgagor to collect the Rents, and to exercise the rights under the Leases, shall automatically terminate, but such license shall be automatically reinstated upon a cure or written waiver of such Event of Default by Mortgagee (it being acknowledged that Administrative Agent shall be under no obligation to accept a proposed cure of an Event of Default). Mortgagee shall have the right, at any time and from time to time, to notify any Lessee of the rights of Mortgagee as provided by this section;

Notwithstanding anything to the contrary contained herein, the foregoing provisions of this Paragraph (G) shall not constitute an assignment for purposes of security but shall constitute an absolute and present assignment of the Rents to Mortgagee, subject, however, to the revocable license given to Mortgagor to collect and use the Rents and to exercise the rights under the Leases as hereinabove provided; and the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor;

(H) TOGETHER WITH all of Mortgagor's right, title and interest in and to any and all maps, plans, specifications, surveys, studies, tests, reports, data and drawings relating to the development of the Site or the Project and the construction of the Improvements, including, without

limitation, all marketing plans, feasibility studies, soils tests, design contracts and all contracts and agreements of Mortgagor relating thereto including, without limitation, all of Mortgagor's right, title and interest in and to architectural, structural, mechanical and engineering plans and specifications, studies, data and drawings prepared for or relating to the development of the Site or the Project or the construction, renovation or restoration of any of the Improvements or the extraction of minerals, sand, gravel or other valuable substances from the Site and purchase contracts or any agreement granting Mortgagor a right to acquire any land situated within Charlotte County, Florida;

(I) TOGETHER WITH, to the extent permitted or not prohibited by applicable legal requirements, all of Mortgagor's right, title, and interest in and to any and all licenses, use permits, permits, variances, special permits, franchises, certificates, rulings, certifications, validations, exemptions, filings, registrations, authorizations, consents, approvals, waivers, orders, rights and agreements relating to the Mortgaged Property (including, without limitation, options, option rights, contract rights now or hereafter obtained by Mortgagor from any Governmental Authority having or claiming jurisdiction over the Land, the FF&E, the Project, or any other element of the Mortgaged Property or providing access thereto, or the operation of any business on, at, or from the Site);

(J) TOGETHER WITH all the estate, right, title and interest of Mortgagor of, in and to all water stock, water permits and other water rights relating to the Site;

(K) TOGETHER WITH all right, title and interest of Mortgagor of, in and to oil and gas and other mineral rights, if any, in or pertaining to the Site and all royalty, leasehold and other rights of Mortgagor pertaining thereto;

(L) TOGETHER WITH all right, title and interest of Mortgagor of, in and to any and all monies and other property, real or personal, which may from time to time be subjected to the lien hereof by Mortgagor or by anyone on its behalf or with its consent, or which may come into the possession or be subject to the control of Mortgagee, in each case, pursuant to this Mortgage, the Credit Agreement or any other Loan Document (including any security document), including, without limitation, any Protective Advances under this Mortgage; and all of Mortgagor's right, title, and interest in and to all extensions, improvements, betterments, renewals, substitutes for and replacements of, and all additions, accessions, and appurtenances to, any of the foregoing that Mortgagor may subsequently acquire or obtain by any means, or construct, assemble, or otherwise place on any of the Mortgaged Property, and all conversions of any of the foregoing; it being the intention of Mortgagor that all property hereafter acquired by Mortgagor and required by the Credit Agreement, any other Loan Document (including any security document) or this Mortgage to be subject to the lien of this Mortgage or intended so to be shall forthwith upon the acquisition thereof by Mortgagor (but subject to the last sentence of Section 1.17) be subject to the lien of this Mortgage as if such property were now owned by Mortgagor and were specifically described in this Mortgage and granted hereby or pursuant hereto, and Mortgagee is hereby authorized, subject to applicable legal requirements, and the terms and provisions of the Credit Agreement and the other Loan Documents, to receive any and all such property as and for additional security for the obligations secured or intended to be secured hereby. Mortgagor agrees to take any action as may reasonably be necessary to evidence and perfect such liens or security interests, including, without limitation, the execution of any documents necessary to evidence and perfect such liens or security interests;

(M) TOGETHER WITH, to the extent permitted or not prohibited by applicable legal

requirements, all right, title and interest of Mortgagor of, in and to any and all Accounts Receivable and all royalties, earnings, income, proceeds, products, rents, revenues, reversions, remainders, issues, profits, avails, production payments, and other benefits directly or indirectly derived or otherwise arising from any of the foregoing, all of which are hereby assigned to Mortgagee, who, upon the occurrence and during the continuation of an Event of Default, is authorized to collect and receive the same, to give receipts and acquittances therefor and to apply the same to the Obligations secured hereunder in accordance with the terms and provisions of the Credit Agreement and the other Loan Documents, whether or not then due and payable (it being agreed that so long as no Event of Default is then continuing, Mortgagor shall be entitled to collect and receive the same and to the use and enjoyment of, and to exercise all such rights, remedies, privileges and benefits with respect to, said collateral);

(N) TOGETHER WITH all accounts, documents, instruments, chattel paper, general intangibles and investment property as the foregoing terms are defined in the UCC, not otherwise described above;

(O) TOGETHER WITH Proceeds of the foregoing property described in granting clauses (A) through (N) inclusive; and

(P) TOGETHER WITH all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, URLs or other online media, books and records and all other general intangibles relating to or used in connection with the operation of the Site;

(Q) TOGETHER WITH all (i) accounts receivable (including, without limitation, any account, fees, charges or other payments arising from the use and occupancy of hotel rooms and/or other hotel or public facilities at the Property), (ii) credit card receivables, and (iii) reserves, escrows and deposit accounts maintained by Mortgagor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Credit Agreement, the Disbursement Agreement or any other Loan Document, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;

(R) TOGETHER WITH Mortgagor's rights further to assign, sell, lease, encumber or otherwise transfer or dispose of the property described in granting clauses (A) through (Q) inclusive, above, for debt or otherwise, subject, however, to Mortgagor's right to make Permitted Dispositions.

Mortgagor shall warrant and forever defend the lien and security interest of this Mortgage against all and every Person or Persons lawfully or otherwise claiming or to claim the whole or any part of the Mortgaged Property, except for Permitted Encumbrances pertaining to the Mortgaged Property.

Mortgagor agrees that any greater title to the Mortgaged Property hereafter acquired by Mortgagor during the term hereof shall, to the fullest extent permitted by applicable legal requirements, be automatically subject hereto. In such event, this Mortgage shall, without further action or conveyance, automatically and simultaneously with such acquisition, be spread to cover and attach to such acquired estate but without thereby impairing, releasing, or limiting Mortgagee's

lien on the estate. As so spread and attached, the lien of this Mortgage shall be prior to the lien of any mortgage or deed of trust placed on the acquired estate after the date of this Mortgage. Mortgagor shall execute and (at Mortgagor's expense) record any documents that Mortgagee reasonably requests, including a mortgage spreader agreement, to effectuate the previous sentence.

ARTICLE ONE
COVENANTS OF MORTGAGOR

Mortgagee and the other Secured Parties have been induced to enter into the Credit Agreement, and the other Loan Documents, and to make extensions of credit thereunder, on the basis of the following material covenants, all agreed to by Mortgagor:

1.1 **General Representations, Covenants and Warranties**. Mortgagor represents, covenants and warrants that: Mortgagor has (i) good, marketable and insurable title to, to the extent the following constitutes Real Property or (ii) good, marketable and insurable title to, to the extent the following constitutes personal property, the Land, the Improvements, the Appurtenant Rights, the Tangible Collateral, the Intangible Collateral and other Mortgaged Property, in each case, free and clear of all Liens other than Permitted Encumbrances, and that it has the right to hold, occupy and enjoy its interest in the Mortgaged Property, and has good right, full power and lawful authority to subject the Mortgaged Property to the Lien of this Mortgage and pledge the same as provided herein.

1.2 **First Lien Status**. Mortgagor shall forever preserve, protect and defend the first Lien and security interest status of this Mortgage, subject to Permitted Encumbrances. If any Lien or security interest other than a Permitted Encumbrance related to the Mortgaged Property is recorded or filed against Mortgagor's estate, right, title and interests in the Mortgaged Property and Mortgagor receives notice thereof, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such Lien or security interest (including origin, amount (if known) and other terms), and (b) pay the underlying claim in full or take such other commercially reasonable action so as to cause it to be released or contest the same in compliance with the requirements of the Credit Agreement and Disbursement Agreement (including, if applicable, the requirement of providing a bond or other security reasonably satisfactory to Mortgagee or affirmative title insurance over such claim). Nothing herein shall be construed to subordinate the Lien of this Mortgage to any Permitted Encumbrance to which the Lien of this Mortgage is not otherwise subordinate.

1.3 **Compliance with Legal Requirements**. Mortgagor shall comply with Section 5.05 of the Credit Agreement.

1.4 **Impositions and Certain Tax Matters**. Except as otherwise permitted by the Loan Documents:

(a) Mortgagor shall pay prior to delinquency all Impositions which are (or if not paid, may become) a Lien on all or part of the Mortgaged Property or any interest in it, or which may cause any decrease in the value of the Mortgaged Property or any part of it, except to the extent a Permitted Encumbrance under the Credit Agreement and for immaterial Impositions so long as no material portion of the Mortgaged Property is in jeopardy of being seized, levied upon

or foreclosed. If any such Imposition becomes delinquent (and is not a Permitted Encumbrance), Mortgagee may require Mortgagor to deliver to Mortgagee within ten (10) days following receipt of Mortgagee's written request, evidence reasonably satisfactory to Mortgagee that the Impositions have been paid. This Section 1.4(a) is subject to the right granted in Section 5.02 of the Credit Agreement and the other Loan Documents with respect to certain Impositions.

(b) Mortgagor shall not suffer to exist, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the Lien of the real property taxes and the Lien of the personal property taxes shall be assessed, levied or charged to the Land as a single Lien, except as may be required by applicable legal requirements.

(c) In the event of the passage of any law deducting from the value of real property for the purposes of taxation any Lien thereon, or changing in any way the taxation of mortgages or obligations secured thereby for state or local purposes, or the manner of collecting such taxes and imposing a tax, either directly or indirectly, on this Mortgage or the other Loan Documents to which Mortgagor is a party, Mortgagor shall pay all such taxes.

1.5 **Insurance**. Mortgagor shall maintain insurance in accordance with Section 5.09 of the Credit Agreement. All Proceeds from any insurance policies shall be collected, held, handled and disbursed in accordance with the provisions of the Credit Agreement.

1.6 **Condemnation**. Mortgagor hereby collaterally assigns all awards and compensation to which it is entitled for any condemnation or other taking of the Mortgaged Property, or any purchase in lieu thereof, to Mortgagee and authorizes Mortgagee to collect and receive such awards and compensation and to give proper receipts and acquittances therefor, subject to the terms of the Credit Agreement, the Disbursement Agreement and the other Loan Documents. Promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property or any portion thereof, Mortgagor shall notify Mortgagee of the pendency of such proceedings. Mortgagor shall not settle or compromise any claim in connection with any action or proceeding related to any condemnation without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld (provided no Event of Default is continuing). All of Mortgagor's right, title and interest in and to such compensation awards, damages, claims, rights of action and Proceeds, and any other payments or relief, and the right thereto, are, whether paid to Mortgagee or Mortgagor or a third party trustee, included in the Mortgaged Property. Mortgagee, after deducting therefrom all its reasonable documented out-of-pocket expenses, including reasonable documented out-of-pocket attorneys' fees and expenses, shall apply all Proceeds paid directly to it in accordance with the provisions of the Credit Agreement. All such Proceeds paid directly to Mortgagor shall be applied in accordance with the provisions of the Credit Agreement.

1.7 **Care of Mortgaged Property**. Except as otherwise permitted under the Credit Agreement and each other Loan Document, Mortgagor shall preserve and maintain the Mortgaged Property in accordance with Section 5.14 of the Credit Agreement and the other Loan Documents.

1.8 **Leases**.

(a) Mortgagor represents, warrants and covenants that:

(i) as of the Effective Date, Mortgagor has not entered into any Leases;

(ii) except for the assignment effected hereby and in the other security documents, Mortgagor has not executed any assignment or pledge of any of the Leases, the Rents, or of Mortgagor's right, title and interest in the same, except for Permitted Encumbrances; and

(iii) this Mortgage does not and will not constitute a violation or default under any Lease, and is and shall at all times constitute a valid lien on Mortgagor's interests in the Leases.

(b) Mortgagor shall not enter into any Lease unless such Lease is entered into in accordance with the terms of the Credit Agreement or is otherwise approved in writing by Mortgagee.

(c) Upon request, Mortgagor shall promptly deliver to Mortgagee executed copies of all Leases (other than hotel occupancy and similar agreements entered into in the ordinary course of operations on the Mortgaged Property).

1.9 **Intentionally omitted.**

1.10 **Further Encumbrance**. Mortgagor covenants that, except for Permitted Encumbrances and Permitted Dispositions and as otherwise permitted by the Loan Documents, Mortgagor shall neither make nor suffer to exist, nor enter into any agreement for, any disposition or Lien of all or any part of the Mortgaged Property. No sale of the Mortgaged Property and no forbearance to any Person with respect to this Mortgage and no extension to any Person of the time for payment of the Notes or other payment obligations under the Loan Documents (whether principal and interest payments or otherwise), and other sums hereby secured given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of Mortgagor, or such guarantor, surety or endorser either in whole or in part. Nothing contained in this Section 1.10 shall be deemed to limit Mortgagor's right to make Permitted Dispositions or Permitted Encumbrances in accordance with the terms of the Credit Agreement and the other Loan Documents.

1.11 **Intentionally omitted**.

1.12 **Further Assurances**. Mortgagor shall forthwith upon the execution and delivery of this Mortgage, and thereafter from time to time, cause this Mortgage and each instrument of further assurance to be filed, indexed, registered, recorded, given or delivered in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Mortgagee to, the Mortgaged Property.

1.13 **Assignment of Leases and Rents**. Subject to applicable legal requirements, Mortgagor hereby assigns to Mortgagee all the right, title and interest of Mortgagor in and to the Leases and Rents, which assignment shall constitute an absolute and present assignment to Mortgagee, subject to the license herein given to Mortgagor to collect the Rents, and shall be fully operative without any further action on the part of any party, and specifically Mortgagee shall be entitled upon the occurrence and during the continuance of an Event of Default hereunder to all Rents and to enter upon the Premises to collect such Rents, provided, however, that Mortgagee

shall not be obligated to take possession of the Mortgaged Property, or any portion thereof. The absolute assignment contained in granting clause (G) shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any such Lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any lessee shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Mortgaged Property or any part thereof).

1.14 **Expenses**. Mortgagor shall, upon demand by Mortgagee, reimburse Mortgagee or any assignee of Mortgagee for all actual, reasonable and documented out-of-pocket expenses which have been incurred by it in connection with the exercise of its rights and remedies hereunder or taking any other action contemplated hereby, and shall indemnify Mortgagee and the Indemnitees for the same, all as provided by and in accordance with, and to the extent required under, Section 10.04 of the Credit Agreement.

1.15 **Compliance with Permitted Encumbrance Agreements**. To the extent required by the Credit Agreement, Mortgagor shall comply with each and every material obligation contained in any agreement pertaining to a Permitted Encumbrance.

1.16 **Defense of Actions**. Upon Mortgagee's request, Mortgagor (i) shall appear in and defend any action or proceeding negatively affecting or purporting to negatively affect the security hereof or the rights or powers of Mortgagee and (ii) shall pay all actual, reasonable and documented out-of-pocket costs and expenses, including cost of title search and insurance or other evidence of title, preparation of survey, and actual, reasonable and documented out-of-pocket attorneys' fees in any such action or proceeding in which Mortgagee may appear or may be joined as a party and in any suit brought by Mortgagee based upon or in connection with this Mortgage or any Loan Document in accordance with, and to the extent required under, Section 10.04 of the Credit Agreement. Nothing contained in this section shall, however, limit the right of Mortgagee to appear in such action or proceeding with counsel of its own choice, either on its own behalf during the continuance of an Event of Default or on behalf of Mortgagor.

1.17 **After-Acquired Property**. Subject to Section 5.11 of the Credit Agreement, to the fullest extent permitted or not prohibited by applicable legal requirements, any and all assets or property which would constitute Mortgaged Property hereunder but which is acquired after the Effective Date shall nonetheless immediately, without any further conveyance, assignment or act on the part of Mortgagor or Mortgagee, become and be Mortgaged Property hereunder and subject to the lien and security interest of this Mortgage as fully and completely as though specifically described herein, but nothing contained in this Section 1.17 shall be deemed to modify or change the obligations of Mortgagor under Section 1.12 hereof. Notwithstanding the foregoing, if and whenever from time to time Mortgagor shall hereafter acquire any real property or interest therein which constitutes or is intended to constitute part of the Mortgaged Property hereunder, Mortgagor shall comply with Section 5.11 of the Credit Agreement.

1.18 **Security Agreement**. This Mortgage shall also be a security agreement between Mortgagor, as "debtor," and Mortgagee, as "secured party," covering that portion of the Mortgaged Property constituting personal property, fixtures and goods which may become fixtures (collectively, the "**UCC Collateral**") governed by the UCC, and as further security for the

payment and performance of the Obligations, Mortgagor hereby grants to Mortgagee a security interest in such portion of the Mortgaged Property to the fullest extent that the Mortgaged Property may be subject to the UCC. In addition to Mortgagee's other rights hereunder, Mortgagee shall have all rights of a secured party under the UCC. Mortgagor hereby authorizes Mortgagee, as Mortgagor's attorney-in-fact, to, without the obligation to do so, in Mortgagee's name, or in the name of Mortgagor, prepare and file (and if requested by Mortgagee, Mortgagor shall execute and deliver to Mortgagee) all financing statements and such further assurances that may be reasonably required by Mortgagee to establish, create, perfect (to the extent the same can be achieved by the filing of a financing statement) and maintain the validity and priority of Mortgagee's security interests, and Mortgagor shall bear all actual, reasonable and documented out-of-pocket costs thereof, including the costs of all UCC searches. Except as otherwise provided in the Loan Documents, if Mortgagee should dispose of any of the Mortgaged Property comprising the UCC Collateral pursuant to the UCC, ten (10) days' prior written notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice in connection with such disposal; provided, however, Mortgagee may dispose of such property in accordance with the foreclosure procedures of this Mortgage in lieu of proceeding under the UCC. Mortgagee may from time to time file and, if applicable, execute and deliver at Mortgagor's expense, all financing statements, continuation statements, termination statements, amendments, partial releases, or other instruments relating to all financing statements by and between Mortgagor and Mortgagee so long as the same are consistent with the grant of security interest made hereunder. Except as otherwise provided in the Loan Documents, upon the occurrence and during the continuation of an Event of Default, (i) Mortgagee, in addition to any other rights and remedies which it may have, may exercise immediately and without demand to the extent permitted by applicable legal requirements, any and all rights and remedies granted to a secured party under the UCC including, without limiting the generality of the foregoing, the right to take possession of the UCC Collateral or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of such collateral and (ii) upon request or demand of Mortgagee, Mortgagor shall at its expense, assemble the UCC Collateral and make it available to Mortgagee at a convenient place acceptable to both parties. Mortgagor shall pay to Mortgagee promptly after Mortgagee's demand thereof, any and all actual, reasonable and documented out-of-pocket expenses, including reasonable and documented attorneys' fees and disbursements incurred or paid by Mortgagee in protecting the interest in the UCC Collateral and in enforcing the rights hereunder with respect to such UCC Collateral, in each case, in accordance with, and to the extent required under, Section 10.04 of the Credit Agreement.

(a) **Intentionally omitted**.

(b) **Fixture Filing**. Mortgagor and Mortgagee agree, to the extent permitted by applicable legal requirements, that: (i) this Mortgage, upon recording or registration in the Applicable Clerk's Office, shall constitute a financing statement filed as a "fixture filing" under the UCC; (ii) a part of the Mortgaged Property is or is to become fixtures; (iii) the names and addresses of Mortgagor and Mortgagee are as set forth in the preamble to this Mortgage; (iv) Mortgagor is a Florida corporation and (v) Mortgagor's organizational identification number is P17000100300.

(c) **Derogation of Real Property**. It is the intention of the parties that the filing of a financing statement in the records normally having to do with personal property shall never

be construed as in any way derogating from or impairing the express declaration and intention of the parties hereto as hereinabove stated that everything used in connection with the production of income from the Mortgaged Property and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable (except as set forth in Section 4.5(e)), shall be regarded as part of the real property encumbered by this Mortgage irrespective of whether (1) any such item is physically attached to the Improvements, (2) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Mortgagee, or (3) any such item is referred to or reflected in any such financing statement so filed at any time. It is the intention of the parties that the mention in any such financing statement of (A) rights in or to the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for a taking or for loss of value, or (C) Mortgagor's interest as lessor in any present or future Lease or rights to Rents, shall never be construed as in any way altering any of the rights of Mortgagee as determined by this Mortgage or impugning the priority of Mortgagee's real property lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of Mortgagee in the event any court or judge shall at any time hold with respect to the matters set forth in the foregoing clauses (A), (B) and (C) that notice of Mortgagee's priority of interest to be effective against a particular class of Persons, including but not limited to, the federal government and any subdivisions or entity of the federal government, must be filed in the UCC records.

1.19 **Future Advances**. This Mortgage is granted to secure the payment of all Obligations incurred from time to time (including subsequent to the date hereof), including, without limitation, the payment of future advances made pursuant to Sections 2.03 and 8.07 of the Credit Agreement. The lien of this Mortgage shall be valid as to all Obligations, including, without limitation, all advances of the loan whenever hereafter made under the Credit Agreement from the time of its filing of record in the Applicable Clerk's Office.

1.20 **Credit Agreement**.

(a) Mortgagor will cause the Improvements to be constructed, and all other work on the Premises to be performed, in accordance with the terms of the Credit Agreement and the Disbursement Agreement, and will comply with the covenants made by it in the Credit Agreement and the Disbursement Agreement.

(b) This Mortgage is subject to all of the terms, covenants and conditions of the Credit Agreement. The proceeds of the loan secured hereby are to be advanced by Mortgagee and Disbursement Agent to the Mortgagor in accordance with the provisions of the Credit Agreement and Disbursement Agreement, respectively. All advances made and all indebtedness arising and accruing under the Credit Agreement and Disbursement Agreement from time to time shall be secured hereby.

ARTICLE TWO
CREDIT AGREEMENT PROVISIONS

2.1 **Interaction with Credit Agreement and other Loan Documents; Incorporation by Reference**. To the extent that this Mortgage refers to specific provisions or requirements of

the Credit Agreement and the other Loan Documents as applicable to Mortgagor hereunder, including with respect to the meaning of the expressions "payment in full," "paid in full" and any other similar terms or phrases, such provisions and requirements are hereby incorporated by reference in this Mortgage and made applicable to Mortgagor *mutatis mutandis*. Additionally, the rules of construction set forth in Sections 1.02 of the Credit Agreement shall be applicable to this Mortgage *mutatis mutandis*. In the event of any conflict or inconsistency between the terms of the Credit Agreement and this Mortgage, the terms of the Credit Agreement shall govern and control.

2.2 **Other Collateral**. This Mortgage is one of a number of security agreements to secure the Obligations delivered by or on behalf of the Mortgagor pursuant to the Credit Agreement, and the other Loan Documents. All potential junior Lien claimants are placed on notice that, under any of the Loan Documents, other collateral for the Obligations secured hereunder (*i.e.*, collateral other than the Mortgaged Property) may, under certain circumstances, be released without a corresponding reduction in the total principal amount secured by this Mortgage. Such a release would decrease the amount of collateral securing the same indebtedness, thereby increasing the burden on the remaining Mortgaged Property created and continued by this Mortgage. No such release shall impair the priority of the lien of this Mortgage. By accepting its interest in the Mortgaged Property after the Effective Date, each and every junior Lien claimant shall be deemed to have acknowledged the possibility of, and consented to, any such release. Nothing in this paragraph shall impose any obligation upon Mortgagee.

ARTICLE THREE
DEFAULTS

3.1 **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any occurrence and continuance of one or more Events of Default (as such term is defined in the Credit Agreement or any other Loan Document).

ARTICLE FOUR
REMEDIES

4.1 **Intentionally omitted**.

4.2 **Acceleration of Maturity.** If an Event of Default occurs and is continuing, Mortgagee may (except that such acceleration shall be automatic if the Event of Default is caused by the occurrence of any event set forth in Section 7.01(f) or (g) of the Credit Agreement), declare the Obligations to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become due and payable without demand, presentment, notice or other requirements of any kind (all of which Mortgagor waives) notwithstanding anything in this Mortgage or any Loan Document or applicable legal requirements to the contrary.

4.3 **Protective Advances.** Upon the occurrence of an Event of Default, then without thereby limiting Mortgagee's other rights or remedies, waiving or releasing any of Mortgagor's obligations, or imposing any obligation on Mortgagee, Mortgagee may, before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, either advance any amount owing or perform any or all actions that Mortgagee considers necessary or appropriate to

remedy such Event of Default. All such advances shall constitute "**Protective Advances**" and shall bear interest thereon at the Default Rate from the date incurred until paid by the Mortgagor. No sums advanced or performance rendered by Mortgagee shall cure, or be deemed a waiver of any Event of Default or of any notice of default hereunder, or invalidate any act done pursuant hereto or to any such notice. This Mortgage also secures Protective Advances made after the entry of a judgment of foreclosure.

4.4 **Institution of Equity Proceedings.** If an Event of Default occurs and is continuing, Mortgagee may institute an action, suit or proceeding in equity for specific performance of this Mortgage, the Credit Agreement or any other Loan Document to which Mortgagor is a party, all of which shall be specifically enforceable by injunction or other equitable remedy. To the extent permitted by applicable legal requirements, Mortgagor waives any defense based on laches or any applicable statute of limitations.

4.5 **Mortgagee's Power of Enforcement**.

(a) If an Event of Default occurs and is continuing, Mortgagee shall be entitled, upon and subject to the terms and conditions of the Credit Agreement, if and to the extent permitted by applicable legal requirements, to prepare and record on its own behalf a written declaration of default and demand for sale to cause the Mortgaged Property to be sold to satisfy the obligations hereof.

(b) After the lapse of such time as may then be required by applicable legal requirements following the recordation of such written declaration, and notice of sale having been given as then required by applicable legal requirements, Mortgagee without demand on Mortgagor, shall, if and to the extent permitted by applicable legal requirements, sell the Mortgaged Property or any portion thereof at the time and place fixed by it in said notice and at the place designated by applicable legal requirements, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Mortgagee may, for any cause it deems expedient, postpone the sale of all or any portion of said property until it shall be completed and, in every case, notice of postponement shall be given by public announcement thereof at the time and place last appointed for the sale and from time to time thereafter Mortgagee may postpone such sale by public announcement at the time fixed by the preceding postponement. Mortgagee shall execute and deliver to the purchaser its deed, bill of sale, or other instrument conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in such instrument of conveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. Any Person, including Mortgagee, may bid at the sale.

(c) To the extent permitted by applicable legal requirements, after deducting all actual, documented out-of-pocket costs, fees and expenses of Mortgagee and of this Mortgage, including, without limitation, actual, out-of-pocket costs of evidence of title and reasonable out-of-pocket attorneys' fees and other reasonable legal expenses of Mortgagee in connection with a sale, Mortgagee shall apply the proceeds of such sale to payment of all Obligations not then repaid, with accrued interest at the rate applicable to overdue principal set forth in the Credit Agreement to the payment of all other sums then secured hereby and the remainder, if any, to the Person or Persons legally entitled thereto.

(d) If any Event of Default occurs and is continuing, Mortgagee may, upon and subject to the terms and conditions of the Credit Agreement, either with or without entry or taking possession of the Mortgaged Property, and without regard to whether or not the indebtedness and other sums secured hereby shall be due and without prejudice to the right of Mortgagee thereafter to bring an action or proceeding to foreclose or any other action for any Event of Default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (1) to enforce payment of the Notes or other obligations under the Loan Documents, to the extent permitted by applicable legal requirements, or the performance of any term hereof or any other right; (2) to foreclose this Mortgage in any manner provided by applicable legal requirements for the foreclosure of mortgages or deeds of trust on real property, through either judicial or nonjudicial foreclosure procedures or processes pursuant to the laws of the State, and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property or any portion thereof pursuant to the laws of the State or under the judgment or decree of a court or courts of competent jurisdiction, and Mortgagee shall be entitled to recover in any such proceeding all documented out-of-pocket costs and expenses incident thereto, including reasonable and documented out-of-pocket attorneys' fees, appraisers' fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Mortgaged Property, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, guarantee policies and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Mortgaged Property or for any other reasonable purpose; (3) to exercise any or all of the rights and remedies available to it under the Loan Documents; and (4) to pursue any other remedy available to it. Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Mortgagee may determine.

(e) The remedies described in this Section 4.5 may be exercised with respect to all or any portion of the Personal Property, either simultaneously with the sale of any real property encumbered hereby or independent thereof. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall at any time be permitted to proceed with respect to all or any portion of the Personal Property in any manner permitted by the UCC. Mortgagor agrees that Mortgagee's inclusion of all or any portion of the Personal Property (and all personal property that is subject to a security interest in favor, or for the benefit, of Mortgagee) in a sale or other remedy exercised with respect to the real property encumbered hereby, as permitted by the UCC, is a commercially reasonable disposition of such property.

4.6 **Mortgagee's Right to Enter and Take Possession, Operate and Apply Income**.

(a) If an Event of Default occurs and is continuing, (1) Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession and, if and to the extent permitted by applicable legal requirements, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all the Mortgaged Property including the Personal Property, without liability for trespass, damages or otherwise, and may exclude Mortgagor and its agents and employees wholly therefrom and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor; and (2) Mortgagor shall pay to Mortgagee on Mortgagee's entry into possession, or to any receiver appointed to collect the Rents, all Rents received by Mortgagor.

(b) If following the occurrence and during the continuance of an Event of Default, Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property, the Personal Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of such property to Mortgagee and Mortgagor hereby specifically consents to the entry of such judgment or decree. Mortgagor shall pay to Mortgagee, upon demand, all actual, reasonable and documented out-of-pocket costs and expenses of obtaining such judgment or decree, including Mortgagee's documented out-of-pocket attorneys' fees and agents fees, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(c) Upon every such entering upon or taking of possession, following the occurrence and during the continuance of an Event of Default, Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time in its sole and absolute discretion and without being under any duty to so act:

(1) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional necessary and proper fixtures, personalty and other property;

(2) insure or keep the Mortgaged Property insured to the same extent as Mortgagor is required to insure and keep the Mortgaged Property insured under the terms of the Credit Agreement;

(3) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor in its name or otherwise with respect to the same;

(4) enter into agreements with others to exercise the powers herein granted to Mortgagee, all as Mortgagee from time to time may determine; and, subject to the absolute assignment of the leases and rents to Mortgagee, Mortgagee may collect and receive all the Rents, including those past due as well as those accruing thereafter; and shall apply the monies so received by Mortgagee in such priority as Mortgagee may determine to (A) the payment of the Obligations, including interest and principal due and payable on the Notes or the other Loan Documents, (B) the deposits for taxes and assessments and insurance premiums due, (C) the cost of insurance, taxes, assessments and other proper charges upon the Mortgaged Property or any part thereof; (D) the compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee for which Mortgagor is responsible for under the terms of the Loan Documents; and (E) any other charges or costs required to be paid by Mortgagor under the terms hereof; and

(5) rent or sublet the Mortgaged Property or any portion thereof for any purpose permitted by this Mortgage.

Mortgagee shall surrender possession of the Mortgaged Property and the Personal Property to Mortgagor only when no Event of Default then remains continuing and all Obligations under any of the terms of the Loan Documents or this Mortgage shall have been paid in full. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

4.7 **Separate Sales**. To the extent permitted by applicable legal requirements, upon the occurrence and during the continuation of an Event of Default, the Mortgaged Property may be sold in one or more parcels and, subject to the orders of a court of competent jurisdiction, in such manner and order as Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

4.8 **Leases**. If an Event of Default occurs and is continuing, Mortgagee is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights shall not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property, or any portion thereof. Unless otherwise agreed by Mortgagee in writing, all Leases executed subsequent to Effective Date, or any part thereof, shall be subordinate and inferior to the lien of this Mortgage.

4.9 **Purchase by Mortgagee**. Upon any foreclosure sale (whether judicial or non-judicial), Mortgagee may bid for and purchase the property subject to such sale and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

4.10 **Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws**. Mortgagor agrees to the full extent permitted by applicable legal requirements that if an Event of Default occurs and is continuing, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or any portion thereof or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and Mortgagor for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do under applicable legal requirements, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

4.11 **Receiver**. If an Event of Default occurs and is continuing, Mortgagee, without regard to the value, adequacy or occupancy of the security for the Obligations, shall, if and to the extent permitted by applicable legal requirements, be entitled as a matter of right if it so elects to the appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all Rents and apply the same as the court may direct, and such receiver may be appointed by any court of competent jurisdiction upon application by Mortgagee. If any Event of Default occurs and is continuing, Mortgagee may, if and to the extent permitted by applicable legal requirements, have a receiver appointed without notice to any third party, and Mortgagee may waive any requirement that the receiver post a bond. Mortgagee shall have the power to designate and select the Person who shall serve as the receiver and to negotiate all terms and conditions under which such receiver shall serve. Any receiver appointed on Mortgagee's behalf may be an Affiliate of Mortgagee. The reasonable out-of-pocket expenses, including receiver's fees, attorneys' fees and expenses, costs and agent's compensation, incurred pursuant to the powers

herein contained shall be secured by this Mortgage. The right to enter and take possession of and to manage and operate the Mortgaged Property and to collect all Rents, whether by a receiver or otherwise, shall be cumulative to any other right or remedy available to Mortgagee under this Mortgage or the other Loan Documents or otherwise available to Mortgagee and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such Rents (including, without limitation, security deposits) actually received by Mortgagee, whether received pursuant to this section or any other provision hereof. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits, or instruments at the time held by, or payable or deliverable pursuant to the terms of this Mortgage to, Mortgagee.

4.12 **Suits to Protect the Mortgaged Property**. Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee, in its sole and absolute discretion, may deem advisable (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property, or (c) to restrain the enforcement of or compliance with any legislation or other legal requirements that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

4.13 **Proofs of Claim**. In the case of any receivership, Insolvency, Bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Mortgagor, or, to the extent the same would result in an Event of Default hereunder, any Subsidiary, or any guarantor, co-maker or endorser of any of Mortgagor's obligations or its property, Mortgagee, to the extent permitted by applicable legal requirements, shall be entitled to file such proofs of claim or other documents as it may deem to be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable by Mortgagor under the Credit Agreement or any other Loan Document (including any security document), at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Mortgagor after such date.

4.14 **Mortgagor to Pay the Obligations on Any Default in Payment; Application of Monies by Mortgagee**.

(a) In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of the sums secured hereby, Mortgagee shall be entitled to enforce payment from Mortgagor of any additional amounts then remaining due and unpaid with respect to the Obligations and to recover judgment against Mortgagor for any portion thereof remaining unpaid, with interest at the Default Rate.

(b) Mortgagor hereby agrees, to the extent permitted by applicable legal requirements, that no recovery of any such judgment by Mortgagee or other action by Mortgagee and no attachment or levy of any execution upon any of the Mortgaged Property or any other property shall in any way affect the Lien and security interest of this Mortgage upon the Mortgaged Property or any part thereof or any Lien, rights, powers or remedies of Mortgagee hereunder, but such Lien, rights, powers and remedies shall continue unimpaired as before.

(c) [Reserved]

(d) The provisions of this section shall not be deemed to limit or otherwise modify the provisions of any guaranty of the indebtedness evidenced by the Loan Documents.

4.15 **Delay or Omission; No Waiver**. No delay or omission of Mortgagee or any other Secured Party to exercise any right, power or remedy upon and during the continuance of any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Mortgagee whether contained herein or in the other Loan Documents or otherwise available to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

4.16 **No Waiver of One Default to Affect Another**. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee, the Administrative Agent or the required percentage of the Lenders (as determined pursuant to the Credit Agreement), to the extent applicable under the Credit Agreement, (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Notes, the Credit Agreement, this Mortgage, or any other Loan Document (including any security document); (d) releases any part of the Mortgaged Property from the lien or security interest of this Mortgage or any other instrument securing the Obligations; (e) consents to the filing of any map, plat or replat of the Site (to the extent such consent is required); (f) consents to the granting of any easement on the Site (to the extent such consent is required); or (g) makes or consents to any agreement changing the terms of this Mortgage or any other Loan Document subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability of Mortgagor under the Notes, this Mortgage, the Credit Agreement or any other Loan Document (including any security document) or otherwise, or any subsequent purchaser of the Mortgaged Property or any part thereof or any maker, co-signer, surety or guarantor (in each case, other than to the extent of the forbearance, extension, waiver, release or consent, if any, as applicable). No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default, nor shall the lien or security interest of this Mortgage be altered thereby, except, with respect to the latter, (1) to the extent expressly provided in any releases, maps, easements or subordinations described in clause (d), (e), (f) or (g) above of this Section 4.16, or (2) as otherwise expressly provided in an instrument or instruments executed by Mortgagee. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, Mortgagee, without notice to any Person, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder, or waiving its right to declare such sale or transfer an Event of Default as provided herein. Notwithstanding anything to the contrary contained in this Mortgage or any other Loan Document (including any security document), (1) in the case of any non-monetary Event of Default, Mortgagee and the other Secured Parties may continue to accept payments due hereunder without thereby waiving the existence of such or any other Event

of Default and (2) in the case of any monetary Event of Default, Mortgagee and the other Secured Parties may accept partial payments of any sums due hereunder without thereby waiving the existence of such Event of Default if the partial payment is not sufficient to completely cure such Event of Default.

4.17 **Discontinuance of Proceedings; Position of Parties Restored**. If Mortgagee or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under any applicable Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Mortgagor, Mortgagee and the other Secured Parties shall be restored to their former positions with respect to the Obligations, any applicable Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which has occurred and is then continuing or the right of Mortgagee or any other Secured Party thereafter to exercise any right, remedy or recourse under any applicable Loan Documents for such Event of Default.

4.18 **Remedies Cumulative**. No right, power or remedy, including without limitation remedies with respect to any security for the Obligations, conferred upon or reserved to Mortgagee by this Mortgage or any other Loan Document (including any security document) is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or any other Loan Document (including any security document), now or hereafter existing at law, in equity or by statute, and Mortgagee shall be entitled to resort to such rights, powers, remedies or security as Mortgagee shall in its sole and absolute discretion deem advisable.

4.19 **Interest After Event of Default**. If an Event of Default shall have occurred and is continuing, all sums outstanding and unpaid under the Notes, this Mortgage, the Credit Agreement, and the other Loan Documents shall, as and to the extent provided in the Credit Agreement, bear interest at the Default Rate until such Event of Default has been waived. Mortgagor's obligation to pay such interest shall be secured by this Mortgage.

4.20 **Foreclosure; Expenses of Litigation**. If Mortgagee forecloses, actual reasonable documented out-of-pocket attorneys' fees and expenses for services in the supervision of said proceedings shall be allowed to Mortgagee as part of the foreclosure costs. In the event of foreclosure of the lien hereof, there shall be allowed and included as additional indebtedness all actual, reasonable and documented out-of-pocket expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after foreclosure sale or, in the instance of judicial foreclosure, entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and guarantees, and similar data and assurances with respect to title as Mortgagee may deem reasonably advisable either to prosecute such suit or to evidence to a bidder at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Property or any portion thereof. All expenditures and expenses of the nature in this section mentioned, and such actual, documented, out-of-pocket expenses and fees

as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien and security interest of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage or any other Loan Document (including any security document), the Mortgaged Property or any portion thereof, including, without limitation, civil, probate, appellate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be due and payable by Mortgagor, with interest thereon at the Default Rate, in each case, in accordance with, and to the extent payable by Mortgagor under, Section 10.04 of the Credit Agreement and shall be secured by this Mortgage.

4.21 **Deficiency Judgments**. To the fullest extent permitted by applicable legal requirements, if after foreclosure of this Mortgage or Mortgagee's sale hereunder, there shall remain any deficiency with respect to any Obligations, and Mortgagee shall institute any proceedings to recover such deficiency or deficiencies, all such amounts shall continue to bear interest at the Default Rate. To the extent permitted by applicable legal requirements, Mortgagor waives any defense to Mortgagee's recovery against Mortgagor of any deficiency after any foreclosure sale of the Mortgaged Property. To the extent permitted by applicable legal requirements, Mortgagor expressly waives any defense or benefits that may be derived from any statute granting Mortgagor any defense to any such recovery by Mortgagee. In addition, Mortgagee shall be entitled to recovery of all of its actual, reasonable and documented out-of-pocket costs and expenditures (including without limitation any court imposed costs) in connection with such proceedings, including its reasonable attorneys' fees and expenses, appraisal fees and the other costs, fees and expenditures referred to in Section 4.20 above in accordance with, and to the extent payable by Mortgagor under, Section 10.04 of the Credit Agreement. This provision shall survive any foreclosure or sale of the Mortgaged Property, any portion thereof and/or the extinguishment of the lien hereof. Notwithstanding anything in this Mortgage to the contrary, none of any member, direct or indirect owner, director or officer of the Mortgagor (but excluding any guarantor under the Loan Documents to the extent of its obligations under the Loan Documents) shall be liable personally under this Mortgage.

4.22 **Waiver of Jury Trial. EACH OF MORTGAGOR, AND BY ITS ACCEPTANCE HEREOF, MORTGAGEE, HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF MORTGAGOR AND MORTGAGEE OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH OF MORTGAGOR, AND BY ITS ACCEPTANCE HEREOF, MORTGAGEE, AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT MORTGAGOR AND MORTGAGEE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4.22**

WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF MORTGAGOR AND MORTGAGEE TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.[1]

4.23 **Exculpation of Mortgagee**. The acceptance by Mortgagee of the assignment contained herein with all of the rights, powers, privileges and authority created hereby shall not, prior to entry upon and taking possession of the Mortgaged Property by Mortgagee, be deemed or construed to make Mortgagee a "mortgagee in possession"; nor thereafter or at any time or in any event obligate Mortgagee to appear in or defend any action or proceeding relating to the Leases, the Rents or the Mortgaged Property, or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Lease or to assume any obligation or responsibility for any security deposits or other deposits except to the extent such deposits are actually received by Mortgagee, nor shall Mortgagee, prior to such entry and taking, be liable in any way for any injury or damage to person or property sustained by any Person in or about the Mortgaged Property.

4.24 **Insurance Policies**. Wherever provision is made in this Mortgage or the Credit Agreement for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or Mortgagee until confirmation of sale.

ARTICLE FIVE
LOCAL LAW PROVISIONS.

5.1 **Principles of Construction**. In the event of any inconsistencies between the terms and conditions of this Article Five and the terms and conditions of this Mortgage, the terms and conditions of this Article Five shall control and be binding.

5.2 **Maximum Amount Secured; Future Advances**. It is the intent hereof to secure payment of the Obligations whether the entire amount shall have been advanced to the Mortgagor or the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the Obligations under the terms of this Mortgage. Pursuant to Fla. Stat. §697.04, this Mortgage is given to secure not only existing indebtedness, but also future advances made pursuant to this Mortgage, any notes representing any portion of the Obligations, any loan agreement or other instrument evidencing or securing the Obligations or as requested by Mortgagor, whether such advances are obligatory or are to be made at the option of Mortgagee; or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of Obligations secured hereby at any time outstanding shall not exceed an amount equal to $350,000,000.00 in principal plus interest thereon and any disbursements made for the payment of taxes, levies, or insurance on the Property covered by the lien of this Mortgage with interest

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[1] NTD: Section should be consistent with 10.15 of Credit Agreement.

thereon. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances except as otherwise provided in the Credit Agreement.

5.3 **Limitation of Recovery; Florida Documentary Stamp Tax**. This Mortgage, the Credit Agreement, and any Notes evidencing the Obligations secured by this Mortgage have been executed and delivered outside of the State of Florida. Notwithstanding the stated principal amount of the Obligations as described in this Mortgage, or anything else in the Credit Agreement or other Loan Documents to the contrary, no more than $350,000,000.00 of the principal amount of the Obligations plus interest and costs accruing thereof and other obligations secured hereby shall be recoverable under this Mortgage. While recovery under this Mortgage for the principal amount of the Obligations shall be limited to $350,000,000.00, Mortgagee may also recover under this Mortgage (i) any and all interest accrued and accruing on the Obligations, and (ii) any and all advancements made for the payment of any impositions, liens or insurance with respect to the Property (including all Protective Advances), and all costs of enforcement and other amounts paid or incurred by Mortgagee or which become due to Mortgagee, from time to time in accordance with this Mortgage. The taxable base for payment of the Florida documentary stamp taxes and nonrecurring intangible taxes due hereon is $350,000,000.00. Accordingly, documentary stamp taxes in the amount of $1,225,000.00 and nonrecurring intangibles tax in the amount of $700,000.00 are being paid upon the recording of this Mortgage.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

6.1 **Heirs, Successors and Assigns Included in Parties**. Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee shall bind and inure to the benefit of its heirs, successors and assigns, whether so expressed or not.

6.2 **Addresses for Notices, Etc**. Any notice, report, demand or other instrument authorized or required to be given or furnished under this Mortgage to Mortgagor or Mortgagee shall be deemed given or furnished (a) when addressed to the party intended to receive the same, at the address of such party set forth below, and delivered by hand at such address or (b) three (3) Business Days after the same is deposited in the United States mail as first class certified mail, return receipt requested, postage paid:

Mortgagor: Sunseeker Florida, Inc.
1201 N. Town Center
Las Vegas, NV 89144
Attention: Gregory Anderson, CFO
Email: gregory.anderson@allegiantair.com

With a copy to
(for informational
purposes only and
not constituting

notice): Ellis Funk, P.C.
5555 Glenridge Crossing, Suite 675
Atlanta, GA 30342.
Attention: Rob Goldberg,
Email: rgoldberg@ellisfunk.com

Mortgagee: Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, Minnesota 55402
Telephone No.: (612) 217-5645
Email: jjankiewicz@wilmingtontrust.com
Attention: Jessica A. Jankiewicz, Loan Agency

With a copy to
(for informational
purposes only and
not constituting
notice): Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Drew S. Fine, Esq.
Facsimile: (212) 822-5337
Email: dfine@milbank.com

6.3 **Change of Notice Address**. Any Person may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed to that Person, by furnishing written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties.

6.4 **Headings**. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

6.5 **Invalid Provisions to Affect No Others**. In the event that any of the covenants, agreements, terms or provisions contained herein or in the Notes, the Credit Agreement or any other Loan Document (including the security documents) shall be invalid, illegal or unenforceable in any respect, the validity of the lien hereof and the remaining covenants, agreements, terms or provisions contained herein or in the Notes, the Credit Agreement and other Loan Documents (including the security documents) shall be in no way affected, prejudiced or disturbed thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

6.6 **Changes and Priority Over Intervening Liens**. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. To the extent permitted by applicable legal

requirements, any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

6.7 **Waiver of Setoff and Counterclaim; Other Waivers**. All Obligations shall be payable without setoff, counterclaim or any deduction whatsoever. Mortgagor hereby waives the right to assert a counterclaim (other than a compulsory counterclaim) in any action or proceeding brought against it by Mortgagee and/or any other Secured Party under the Loan Documents or arising out of or in any way connected with this Mortgage, the other Loan Documents, or the Obligations.

6.8 **Governing Law**. THE CREDIT AGREEMENT, THE NOTES AND THE OTHER LOAN DOCUMENTS PROVIDE THAT EACH IS CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK. THIS MORTGAGE AND THE RIGHTS AND OBLIGATIONS OF THE MORTGAGOR, MORTGAGEE, AND THE SECURED PARTIES HEREUNDER SHALL ALSO BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK); PROVIDED, HOWEVER, THAT (A) THE TERMS AND PROVISIONS OF THIS MORTGAGE PERTAINING TO THE CREATION, PRIORITY, PERFECTION, ENFORCEMENT OR REALIZATION BY MORTGAGEE OF ITS RESPECTIVE RIGHTS AND REMEDIES UNDER THIS MORTGAGE WITH RESPECT TO THE MORTGAGED PROPERTY (OTHER THAN FOR PERSONAL PROPERTY) SHALL BE GOVERNED AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF FLORIDA (THE "**STATE**") WITHOUT GIVING EFFECT TO THE CONFLICTS-OF-LAW RULES AND PRINCIPLES OF THE STATE; (B) FOR PERSONAL PROPERTY, THE PERFECTION, EFFECT OF PERFECTION OR NON-PERFECTION AND PRIORITY OF THE SECURITY INTEREST SHALL BE SUBJECT TO ANY MANDATORY CHOICE OF LAW RULES IN THE UCC; (C) MORTGAGOR AGREES THAT TO THE EXTENT DEFICIENCY JUDGMENTS ARE AVAILABLE UNDER THE LAWS OF THE STATE AFTER A FORECLOSURE (JUDICIAL OR NON-JUDICIAL) OF THE MORTGAGED PROPERTY, OR ANY PORTION THEREOF, OR ANY OTHER REALIZATION THEREON BY MORTGAGEE OR ANY OTHER SECURED PARTY UNDER THE LOAN DOCUMENTS, MORTGAGEE OR SUCH SECURED PARTY, AS THE CASE MAY BE, SHALL HAVE THE RIGHT TO SEEK SUCH A DEFICIENCY JUDGMENT AGAINST MORTGAGOR IN THE STATE; AND (D) MORTGAGOR AGREES THAT IF MORTGAGEE OR ANY OTHER SECURED PARTY UNDER THE LOAN DOCUMENTS OBTAINS A DEFICIENCY JUDGMENT IN ANOTHER STATE AGAINST MORTGAGOR, THEN MORTGAGEE OR SUCH SECURED PARTY, AS THE CASE MAY BE, SHALL HAVE THE RIGHT TO ENFORCE SUCH JUDGMENT IN THE STATE TO THE EXTENT PERMITTED UNDER THE LAWS OF THE STATE, AS WELL AS IN OTHER STATES.

6.9 **Intentionally omitted**.

6.10 **Right of Entry**. Mortgagee may make or cause to be made entry upon and inspections of the Mortgaged Property or any part thereof in person or by agent as provided in the Credit Agreement and the other Loan Documents.

6.11 **Corrections**. Mortgagor shall, upon reasonable request of Mortgagee, promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage (including, but not limited to, in the exhibits and schedules attached hereto) or in the execution or acknowledgement hereof, and shall execute, acknowledge and deliver such further instruments and do such further acts as may be reasonably necessary or as may be reasonably requested by Mortgagee to carry out more effectively the purposes of this Mortgage, to subject to the lien and security interest hereby created any of Mortgagor's properties, rights or interest covered or intended to be covered hereby, and to perfect and maintain such lien and security interest.

6.12 **Statute of Limitations**. To the fullest extent allowed by applicable legal requirements, the right to plead, use or assert any statute of limitations as a plea or defense or bar of any kind, or for any purpose, to any debt, demand or obligation secured or to be secured hereby, or to any complaint or other pleading or proceeding filed, instituted or maintained for the purpose of enforcing this Mortgage or any rights hereunder, is hereby waived by Mortgagor.

6.13 **Subrogation**. Should the proceeds of any loan or advance made by Mortgagee or any Lender under the Credit Agreement or any other Loan Document, repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by Mortgagee or any Lender under the Credit Agreement or any other Loan Document, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior or superior lien or encumbrance upon the Mortgaged Property, or any part thereof, then, as additional security hereunder, Mortgagee shall be subrogated to any and all rights, superior titles, liens, and equities owned or claimed by any owner or holder of said outstanding liens, charges, and indebtedness, however remote, regardless of whether said liens, charges, and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

6.14 **Reinstatement**. This Mortgage, the obligations of Mortgagor hereunder, and the liens, rights, powers and remedies of Mortgagee hereunder, shall continue to be effective, or be automatically reinstated, as the case may be, if at any time any amount applied to the payment of any of the Obligations is rescinded or must otherwise be restored or returned to Mortgagor, or any other Person (or paid to the creditors of any of them, or to any custodian, receiver, or other officer with similar powers with respect to any of them, or with respect to any part of their property) upon the Insolvency, Bankruptcy, dissolution, liquidation or reorganization of Mortgagor, or any such Person, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with respect to any of them, or with respect to any part of their property, or otherwise, all as though such payment had not been made.

6.15 **No Waiver**. The exercise of the privileges granted in this Mortgage to perform Mortgagor's obligations under the agreements which constitute part of the Mortgaged Property shall in no event be considered or constitute a waiver of any right which Mortgagee may have at any time, after an Event of Default shall have occurred and be continuing, to declare the Obligations to be immediately due and payable.

6.16 **Extension, Rearrangement or Renewal of Obligations**. It is expressly agreed that any of the Obligations at any time secured hereby may be from time to time extended for any period, or with the consent of Mortgagor rearranged or renewed, and that any part of the security herein described, or any other security for the Obligations, may be waived or released, without

altering, varying or diminishing the force, effect or lien or security interest of this Mortgage, except as may be expressly set forth in a written agreement executed by Mortgagee; and the lien and security interest granted by this Mortgage shall continue as a prior lien and security interest on all of the Mortgaged Property not expressly so released until the Obligations are fully paid and this Mortgage is terminated in accordance with the provisions hereof; and no other security now existing or hereafter taken to secure the payment of the Obligations or any part thereof or the performance of any obligation or liability of Mortgagor whatsoever shall in any manner impair or affect the security given by this Mortgage; and all security for the payment of the Obligations or any part thereof and the performance of any obligation or liability shall be taken, considered and held as cumulative.

6.17 **Forcible Detainer**. If and to the extent permitted by applicable legal requirements, Mortgagor agrees for itself and all Persons claiming by, through or under it, that subsequent to foreclosure hereunder in accordance with this Mortgage and applicable legal requirements, if Mortgagor shall hold possession of the Mortgaged Property or any part thereof, Mortgagor or the Persons so holding possession shall be guilty of trespass; and any such Person (including Mortgagor) failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to Mortgagee or any purchaser in foreclosure, as applicable, for reasonable rental on said premises, and shall be subject to eviction and removal in accordance with applicable legal requirements.

6.18 **Waiver of Stay or Extension**. If and to the extent permitted to be waived by applicable legal requirements, Mortgagor shall not at any time insist upon or plead or in any manner whatever claim the benefit or advantage of any stay, extension or moratorium law now or at any time hereafter in force in any locality where the Mortgaged Property or any part thereof may or shall be situated, nor shall Mortgagor claim any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisement of the Mortgaged Property or any part thereof prior to any sale thereof to be made pursuant to any provision of this Mortgage or to a decree of any court of competent jurisdiction, nor after any such sale shall Mortgagor claim or exercise any right conferred by any law now or at any time hereafter in force to redeem the Mortgaged Property so sold or any part thereof; and Mortgagor hereby expressly waives all benefit or advantage of any such law or laws and the appraisement of the Mortgaged Property or any part thereof, and covenants that Mortgagor shall not hinder or delay the execution of any power herein granted and delegated to Mortgagee but that Mortgagor shall permit the execution of every such power as though no such law had been made.

6.19 **Application of Payments**. In the event that any part of the Obligations cannot lawfully be secured hereby, or in the event that the lien and security interest hereof cannot be lawfully enforced to pay any part of the Obligations, or in the event that the lien or security interest created by this Mortgage shall be invalid or unenforceable as to any part of the Obligations, then all payments on the Obligations shall be deemed to have been first applied to the complete payment and liquidation of that part of the Obligations which is not secured by this Mortgage and the unsecured portion of the Obligations shall be completely paid and liquidated prior to the payment and liquidation of the remaining secured portion of the Obligations.

6.20 **Reduction of Secured Amount**. In the event that the amount secured by this Mortgage is less than the Obligations, then the amount secured shall be reduced only by the last

and final sums that Mortgagor repays with respect to the Obligations and shall not be reduced by any intervening repayments of the Obligations unless arising from the Mortgaged Property. So long as the balance of the Obligations exceeds the amount secured, any payments of the Obligations shall not be deemed to be applied against, or to reduce, the portion of the Obligations secured by this Mortgage. Such payments shall instead be deemed to reduce only such portions of the Obligations as are secured by other collateral located outside of the state in which the Mortgaged Property is located or as are unsecured.

6.21 **Renewal; Etc**. Mortgagee may at any time and from time to time renew or extend this Mortgage, or alter or modify the same in any way, or waive any of the terms, covenants or conditions hereof in whole or in part and may release any portion of the Mortgaged Property or any other security, and grant such extensions and indulgences in relation to the Obligations as Mortgagee may determine, without the consent of any junior lienor or encumbrancer and without any obligation to give notice of any kind thereto and without in any manner affecting the priority of the lien and security interest hereof on any part of the Mortgaged Property; provided that nothing in this Section 6.21 shall grant Mortgagee the right to alter or modify this Mortgage without the consent of Mortgagor unless otherwise specifically permitted in this Mortgage.

6.22 **Compliance With Usury Law**. The Loan Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable legal requirements and Mortgagor warrants and represents that the Loan is being made for business or investment purposes. It is expressly stipulated and agreed to be the intent of Mortgagor and Mortgagee at all times to comply with the applicable New York and Florida law governing the maximum rate or amount of interest payable on or in connection with the Obligations (or applicable United States federal law to the extent that it permits Mortgagee to contract for, charge, take, reserve or receive a greater amount of interest than under New York and Florida law). If any applicable legal requirement is ever judicially interpreted so as to render usurious any amount called for under the Loan Documents, or contracted for, charged, taken, reserved or received with respect to the extension of credit evidenced by the Loan Documents or if acceleration of the maturity of the Obligations or if any prepayment by Mortgagor results in Mortgagor having paid any interest in excess of that permitted by applicable legal requirements, then it is Mortgagor's and Mortgagee's express intent that all excess amounts theretofore collected by Mortgagee be credited on the principal balance due under the Loan Documents (or, if the Loan Documents have been or would thereby be paid in full, refunded to Mortgagor), without payment of any fee, premium or penalty, and the provisions of the Loan Documents immediately be deemed reformed and the amounts thereafter collectible thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable legal requirement, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. The right to accelerate maturity of Obligations does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Mortgagee does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Mortgagee for the use, forbearance or detention of the Obligations shall, to the extent permitted by applicable legal requirements, be amortized, prorated, allocated and spread throughout the full term of the Obligations until payment in full so that the rate or amount of interest on account of the Obligations does not exceed the applicable usury ceiling.

6.23 **Entire Agreement**. This Mortgage, together with any other agreement executed in connection herewith, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. There are no unwritten oral agreements between the parties.

6.24 **Time**. Time is of the essence of this Mortgage.

6.25 **Third Party Rights**. Nothing in this Mortgage, expressed or implied, is intended or shall be construed to confer upon, or give to any Person, other than Mortgagor, Mortgagee and the other Secured Parties, any security, rights, remedies or claims, legal or equitable, under or by reason hereof, or any covenant or condition hereof; and this Mortgage and the covenants and agreements herein contained are and shall be held to be for the sole and exclusive benefit of Mortgagor, Mortgagee and the other Secured Parties.

6.26 **Context**. In this Mortgage, whenever the context so requires, the neuter includes the masculine and feminine, and the singular includes the plural, and vice versa.

6.27 **Calendar Days**. Unless otherwise specified herein, any reference to "days" in this Mortgage shall be deemed to mean "calendar days."

6.28 **Covenants Running with the Land**. All grants, covenants, terms, provisions and conditions contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Land. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property.

6.29 **Mortgagee as Agent**. Mortgagee has been appointed to act as Administrative Agent by the other Secured Parties pursuant to the Credit Agreement. Mortgagee shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Credit Agreement and other applicable Loan Documents and this Mortgage. Mortgagor and all other Persons shall be entitled to rely on releases, satisfactions, waivers, consents, approvals, notifications and other acts of Mortgagee, without inquiry into the existence of required consents or approvals of the Secured Parties therefor.

6.30 **Relationship**. The relationship of Mortgagee to Mortgagor hereunder is strictly and solely that of creditor and debtor and mortgagee and mortgagor and nothing contained in the Credit Agreement, this Mortgage or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Obligations is intended to create, or shall in any event or under any circumstance be construed as creating, a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between Mortgagee and Mortgagor other than as creditor and debtor and mortgagee and mortgagor.

6.31 **Jurisdiction; Consent to Service of Process**.

(a) Mortgagor hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of any New York State court or federal court of the United States

of America sitting in New York County, Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Mortgage, or for recognition or enforcement of any judgment, and Mortgagor hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by applicable legal requirements, in such federal court; provided that at the option of the Mortgagee, Mortgagee may commence a suit or action against Mortgagor in a Florida state court or a federal court of the United States of America sitting in the State of Florida to foreclose the Lien of this Mortgage or enforce the Obligations in connection herewith. Mortgagor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable legal requirements.

(b) Mortgagor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Mortgage or any other applicable Loan Document or for recognition or enforcement of any judgment in any New York State or federal court of the United States of America sitting in New York County, Borough of Manhattan, and any appellate court from any thereof. Mortgagor hereby irrevocably waives, to the fullest extent permitted by applicable legal requirements, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court.

Mortgagor irrevocably designates and appoints Christy Schaeffer, Managing Clerk, Greenberg Traurig, LLP, Office #39-60, Metlife Building, 200 Park Avenue, New York, New York 10166 as its authorized agent to accept and acknowledge on its behalf personal service of process which may be served in any suit, action or proceeding in the aforesaid New York state or Federal courts, and agrees that service of process upon said agent in accordance with law at said address and written notice of said service mailed or delivered to Borrower in the manner provided herein shall be deemed in every respect effective service of process upon Borrower in any such suit, action or proceeding.

6.32 **Interpretation**. As used in this Mortgage unless the context clearly requires otherwise: The terms "herein" or "hereunder" and similar terms without reference to a particular section shall refer to the entire Mortgage and not just to the section in which such terms appear; the term "lien" shall also mean a security interest, and the term "security interest" shall also mean a lien.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY; SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the Effective Date.

MORTGAGOR:

SUNSEEKER FLORIDA, INC.,
a Florida corporation

By: _____
Name: John Redmond
Title: President

STATE OF Nevada)
) ss.
COUNTY OF Clark)

The foregoing instrument was acknowledged before me this 6th day of October, 2021, by John Redmond, as President of Sunseeker Florida, Inc, a _____ limited liability company.

Witness my hand and official seal.

_____
Notary Public for the State of Nevada

(SEAL)

SHANDA CISNEROS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 11-5498-1
My Appt. Expires September 12, 2023

SCHEDULE A
DESCRIPTION OF THE LAND

A PORTION OF LASTINGERS ADDITION TO CHARLOTTE HARBOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 22, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA AND A PORTION OF CHARLOTTE HARBOR SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA AND A PORTION OF SECTION 36, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 12, SAID CHARLOTTE HARBOR SUBDIVISION; THENCE S.70°29'22"E. ALONG THE NORTH RIGHT-OF-WAY LINE OF FRONT AVENUE (80 FEET WIDE) AS SHOWN ON SAID PLAT FOR 361.27 FEET (FOR A BASIS OF BEARINGS) TO THE POINT OF BEGINNING; THENCE N.79°10'29"E. FOR 267.98 FEET; THENCE S.38°52'16"E. FOR 227.30 FEET; THENCE S.01°28'20"E. FOR 108.50 FEET; THENCE N.88°31'40"E. FOR 71.29 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 28.94 FEET, A DELTA ANGLE OF 66°08'56", A CHORD BEARING OF N.74°41'27"E., AND A CHORD DISTANCE OF 31.58 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 33.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 281.35 FEET, A DELTA ANGLE OF 11°21'28", A CHORD BEARING OF N.47°17'43"E., AND A CHORD DISTANCE OF 55.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 55.77 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 48°50'41", A CHORD BEARING N.28°33'06"E., AND A CHORD DISTANCE OF 16.54 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 17.05 FEET; THENCE N.51°07'24"E. FOR 29.41 FEET; THENCE S.38°56'52"E. FOR 3.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 10.03 FEET, A DELTA ANGLE OF 77°06'13", A CHORD BEARING OF S.77°33'08"E., AND A CHORD DISTANCE OF 12.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 13.50 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 291.31 FEET, A DELTA ANGLE OF 07°19'24", A CHORD BEARING OF N.67°33'27"E., AND A CHORD DISTANCE OF 37.21 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 37.23 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 149.90 FEET, DELTA ANGLE OF 20°05'26", A CHORD BEARING N.61°10'27"E., AND A CHORD DISTANCE OF 52.29 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 52.56 FEET; THENCE N.51°07'44"E. FOR 18.82 FEET; THENCE N.38°52'16"W. FOR 51.41 FEET; THENCE N.51°07'32"E. FOR 21.00 FEET; THENCE N.38°52'28"W. FOR 42.00 FEET; THENCE N.51°07'44"E. FOR 25.27 FEET TO THE SOUTHWEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #41 (STATE ROAD #45 TAMIAMI TRAIL 200' WIDE); THENCE ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE FOR THE FOLLOWING 3 COURSES: S.38°52'16"E. FOR 1319.50 FEET; THENCE S.51°07'44"W. FOR 25.00 FEET; THENCE S.38°52'16"E. FOR 150.00 FEET TO THE SOUTHEAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2439, PAGE 1746, PUBLIC RECORDS OF CHARLOTTE COUNTY; THENCE S.51°07'44"W. ALONG SAID SOUTHEAST BOUNDARY FOR 125.00 FEET TO THE SOUTHWEST BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2439, PAGE 1746; THENCE N.38°52'35"W. ALONG SAID SOUTHWEST BOUNDARY FOR 150.00 FEET TO THE WESTERNMOST CORNER OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2439, PAGE 1746; SAID POINT ALSO BEING THE SOUTHERNMOST CORNER OF LANDS DESCRIBED IN O.R. BOOK 281, PG. 390; THENCE N.54°51'08"W. ALONG THE SOUTHWEST BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 281, PG. 390 AND O.R. BOOK 284, PG. 441, A DISTANCE OF 312.06 FEET TO THE

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FOR 28.64 FEET; THENCE S.74°07'10"W. FOR 8.69 FEET; THENCE N.46°50'34"W. FOR 11.63 FEET; THENCE N.46°06'08"W. FOR 11.70 FEET; THENCE N.43°02'36"W. FOR 10.63 FEET; THENCE N.73°52'09"W. FOR 8.71 FEET; THENCE N.65°50'16"W. FOR 9.67 FEET; THENCE S.58°14'01"W. FOR 11.67 FEET TO A POINT ON THE WEST LINE OF LOT 4, BLOCK 2, OF SAID CHARLOTTE HARBOR SUBDIVISION; THENCE N.19°16'28"E. LEAVING SAID MEAN HIGH WATER LINE AND ALONG THE WEST LINE OF SAID LOT 4, FOR 140.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE N.17°13'22"W. FOR 99.82 FEET TO THE SOUTHWEST CORNER OF BLOCK 13, OF SAID CHARLOTTE HARBOR SUBDIVISION; THENCE N.70°29'22"W. ALONG THE NORTH RIGHT-OF-WAY OF SAID FRONT AVENUE FOR 31.68 FEET TO THE POINT OF BEGINNING.

SHARE PLEDGE AGREEMENT

THIS SHARE PLEDGE AGREEMENT (this "**Pledge Agreement**") dated as of October 13, 2021 is made by **SFI EQUITY HOLDCO, INC.**, a corporation organized under the laws of the State of Florida (the "**Grantor**") in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, not in its individual capacity but solely as the administrative agent (together with its successors and assigns, the "**Administrative Agent**").

RECITALS:

(A) The Grantor is the legal and beneficial owner of 100% of the shares, as set forth on Annex A hereof (the "**Shares**"), of Sunseeker Florida, Inc., a Florida corporation (the "**Company**"), established pursuant to those certain Electronic Articles of Incorporation, dated December 21, 2017 (the "**Articles of Incorporation**") and those certain Bylaws dated December 21, 2017 (the "**Bylaws**").

(B) The Company has entered into that certain Credit Agreement, dated as of the date hereof (as amended, supplemented and modified from time to time, the "**Credit Agreement**") among the Company, as the Borrower, the Lenders (as defined in the Credit Agreement) party thereto, and the Administrative Agent, as administrative agent.

(C) It is a condition precedent to the effectiveness of the Credit Agreement that the Grantor shall have executed and delivered to the Administrative Agent this Pledge Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby covenanted and agreed by and between the parties hereto as follows:

1. Definitions.

(a) For all purposes of this Pledge Agreement, except where the context otherwise requires, and except as otherwise defined herein, all capitalized terms used in this Pledge Agreement (including the recitals above) shall have the meanings set forth (whether by reference to another document or otherwise) in the Credit Agreement.

(b) As used herein, the term "**Pledged Collateral**" shall collectively mean:

(i) the Shares and the right to be admitted as a Shareholder of the Company, including pursuant to Article 2 of the Bylaws,

(ii) (A) all rights and privileges of the Grantor to act as a Shareholder (as defined in the Bylaws), and (B) all rights and privileges of the Grantor to revoke a designation, with or without cause, of Directors and Officers (each as defined in the Bylaws) then acting and to designate new Directors and Officers, including pursuant to Articles 5 and 6, respectively, of the Bylaws,

(iii) all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any sale or transfer of any of or all the Shares,

(iv) all certificates or other instruments or documents representing any of the foregoing,

(v) all rights and privileges of the Grantor with respect to the Shares and the other property referred to in clauses (i) through (iv), and

(vi) all proceeds and products of any of the foregoing and any property of any character whatsoever into which any of the foregoing may be converted.

2. Security for the Notes, Etc. This Pledge Agreement is in favor of the Administrative Agent to secure all Obligations (as defined in the Credit Agreement).

3. Pledge of Pledged Collateral, Etc. As security for the payment and performance in full of the Obligations and the obligations of the Grantor under this Agreement and the other Loan Documents (as defined in the Credit Agreement) to which it is a party, the Grantor hereby transfers, grants, conveys, mortgages, assigns, hypothecates, pledges, sets over, and delivers unto the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement), and grants to the Administrative Agent for the benefit of the Secured Parties a first priority lien, continuing security interest, charge and mortgage in all of the Pledged Collateral.

4. Control. It is the intention of the parties to grant "control" of the Shares and the other Pledged Collateral to the Administrative Agent for purposes of perfection of the Administrative Agent's security interest in such Pledged Collateral pursuant to Article 8 and Article 9 of the UCC. Following the occurrence and during the continuation of an Event of Default, the Administrative Agent shall be entitled to exercise any and all rights of the Grantor in respect of the Pledged Collateral in accordance with the terms hereof, and the Company shall comply in all respects with such exercise without further consent from the Grantor.

5. Receipt of Shares. The Grantor shall, no later than the date hereof or by such other date as agreed by the Administrative Agent in its sole discretion, deliver to the Administrative Agent the certificates (if any) representing the Shares of the Company, together with stock or other comparable powers relating thereto endorsed in blank and shall have taken such other action as shall be required to perfect the Administrative Agent's interests in the Pledged Collateral.

6. Remedies Upon an Event of Default.

(a) The Grantor hereby constitutes and appoints the Administrative Agent the attorney-in-fact of the Grantor for the purpose of carrying out, after the occurrence and during the continuance of an Event of Default, the provisions of this Pledge Agreement and taking any action and executing any instrument which the Administrative Agent may deem necessary or reasonably advisable to accomplish the purposes hereof, which appointment is granted as security for the performance of the Grantor's obligations hereunder and for valuable consideration, and is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Administrative Agent shall have the right, after the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Administrative Agent's name or in the name of the Grantor, to settle, compromise, prosecute or defend any action, claim or proceeding with respect to the Pledged Collateral and shall have the right to sell, assign, endorse, pledge, transfer and make any agreement respecting, or otherwise deal with, the same. The exercise of such power by or on behalf of the Administrative Agent or any substitute shall not put any Person dealing with the same upon any enquiry as to whether the security created by this Pledge Agreement has become enforceable, nor shall such Person be in any way affected by notice that the security so created has not become so enforceable, and the exercise by the same of such power shall be conclusive evidence of its right to exercise the same.

7. Application of Proceeds. All moneys and proceeds collected by the Administrative Agent upon any sale or other disposition of the Pledged Collateral, together with all other moneys received by the Administrative Agent hereunder, shall be applied in accordance with the terms and provisions of the Loan Documents.

8. Purchasers of Pledged Collateral. Upon any sale of the Pledged Collateral by the Administrative Agent in accordance with the provisions of this Pledge Agreement (whether by virtue of the power of sale herein or therein granted, pursuant to judicial process or otherwise), the receipt of the Administrative Agent or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Pledged Collateral so sold, and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication or nonapplication thereof.

9. Further Assurances. The Grantor agrees that at no expense to the Administrative Agent, the Grantor (a) will duly execute and deliver (to the Administrative Agent or otherwise) or cause to be duly executed and delivered (to the Administrative Agent or otherwise) and will file or record such notices, financing statements or other documents as may be necessary to enable the perfection of the lien of the Administrative Agent hereunder, as the Administrative Agent or its counsel may reasonably request, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in the applicable jurisdiction with respect to the liens created hereby, such instruments to be in form and substance reasonably satisfactory to the Administrative Agent and its counsel, and (b) will do or cause to be done such further acts and things and execute and deliver (to the Administrative Agent or otherwise) such additional conveyances, assignments, agreements and instruments, as the Administrative Agent may at any time reasonably request in connection with the administration and enforcement of this Pledge Agreement or relative to the Pledged Collateral or any part thereof or in order to assure and confirm unto the Administrative Agent its rights, powers and remedies hereunder, including, without limitation, the protection and perfection of the Administrative Agent's lien in the Pledged Collateral or any part thereof.

10. Representations, Warranties and Covenants of the Grantor.

(a) The Grantor represents and warrants to the Administrative Agent as of the date hereof and the date of each Advance that:

(i) it is a corporation organized and in good standing under the laws of the State of Nevada, and it has full power, authority and legal right to execute this Pledge Agreement and to carry out the transactions contemplated hereby;

(ii) the Shares representing Pledged Collateral constitute 100% of the shares in the Company;

(iii) it is the sole owner of the Shares and such Shares are free and clear of any lien of any party, except for the pledge and security interest created by this Pledge Agreement or as permitted under the Loan Documents or with the Administrative Agent's prior written consent;

(iv) this Pledge Agreement constitutes legal valid and binding obligations of the Grantor, enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity;

(v) upon satisfaction of the perfection requirements specified herein, the pledge of the Pledged Collateral of the Grantor pursuant to this Pledge Agreement creates a valid and perfected first priority security interest in such Pledged Collateral;

(vi) it has all power necessary, and has been duly authorized, to execute and deliver this Pledge Agreement, and the execution, delivery and performance by the Grantor of this Pledge Agreement does not and will not require any consent or approval of any Governmental Authority, beneficiary or any other Person which has not already been obtained;

(vii) the Grantor has not sold or agreed to sell and has not granted in favor of any other Person any interest in or any option or other rights in respect of any of the Shares except as expressly provided in the Loan Documents;

(viii) the Grantor has not taken any action nor have any other steps been taken or legal proceedings been started or (to the best of Grantor's knowledge and belief) threatened against the Grantor for its winding up, dissolution, administration or reorganization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets;

(ix) the Company has not taken any action nor have any other steps been taken or legal proceedings been started or (to the best of Grantor's knowledge and belief) threatened against the Company for its winding up, dissolution, administration or reorganization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets; and

(x) on the date hereof, the Grantor's exact legal name and jurisdiction are specified in the introductory paragraph hereof and for purposes of the Uniform Commercial Code in effect in the State of New York, it confirms that it is located in the State of Nevada.

(b) The Grantor covenants to the Administrative Agent that:

(i) the Shares shall at all times continue to be, so long as any of the Obligations remain outstanding, free and clear of any lien of any party, except for the pledge and security interest created by this Pledge Agreement or as permitted under the Loan Documents or with the Administrative Agent’s prior written consent, except with respect to any subordinated or other liens expressly consented to in writing by the Administrative Agent;

(ii) unless required by applicable law, it will not (i) commence any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to the Grantor or its debts, (ii) seek appointment of a receiver, trustee, custodian or other similar official for the Grantor or for all or any substantial part of its assets, or make a general assignment for the benefit of its creditors, or (iii) take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth above;

(iii) it will not sell or transfer any Shares without the prior written consent of the Administrative Agent, such consent not to be unreasonably withheld or delayed, and it will defend its title to the Pledged Collateral against the claims of any and all Persons;

(iv) it will not cause or permit the Company to issue any further shares of any class or description or other securities in addition to or in substitution for the Shares;

(v) it will pledge hereunder, immediately upon its acquisition (direct or indirect) thereof, any additional share interest of any class or description or other securities of the Company; and

(vi) the Grantor will not, without providing prior notice in writing to the Administrative Agent, authorize the Company to change its name or the location of the Company for the purposes of Article 9-307 of the UCC, such notice to be provided no less than 10 Business Days before such change is effective.

11. Voting Rights, Dividends, Distributions, Etc. So long as no Event of Default shall have occurred and is continuing, the Grantor shall retain all voting and consensual rights in respect of the Pledged Collateral or any part thereof except that the Grantor shall not, without the express prior written consent of the Administrative Agent, exercise any voting and/or consensual rights and powers accruing to an owner of the Pledged Collateral or any part thereof with respect to any act that would violate the terms of this Pledge Agreement.

12. Grantor's Obligations Absolute, Etc. Except as otherwise expressly provided herein or in any other Loan Document, the security hereby constituted shall be a continuing security for the payment, satisfaction and discharge of the Obligations and the obligations of the Grantor under this Pledge Agreement shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation: (a) any renewal, extension, amendment or modification of, or addition or supplement to or deletion from, the Credit Agreement or any other instrument or agreement referred to therein, or any assignment or transfer of any thereof; (b) any waiver, consent, extension, indulgence or other action or inaction under or in respect of any such instrument or agreement or this Pledge Agreement or any exercise or non-exercise of any right, remedy, power or privilege under or in respect of this Pledge Agreement or the Credit Agreement; (c) any furnishing of any additional security to the Administrative Agent or any acceptance thereof or any sale, exchange, release, surrender or realization or upon any security by the Administrative Agent; or (d) any invalidity, irregularity or unenforceability of all or part of the Obligations or of any security therefor.

13. Cooperation. The Grantor agrees that, upon the occurrence and during the continuance of an Event of Default, if for any reason the Administrative Agent desires to sell any of the Pledged Collateral at a sale, the Grantor will, at any time and from time to time, upon the written request of the Administrative Agent, use its best efforts to cause the Company to take such action and prepare, distribute and/or file such documents as are required or advisable in the opinion of counsel for the Administrative Agent to permit the sale of such Pledged Collateral.

14. Private Sales. (a) The Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Collateral, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. The Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale. All sales, whether public or private, shall be commercially reasonable. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit the Company to

register such securities for public sale under the Securities Act, or under applicable state securities laws, even if the Company would agree to do so; nor shall the Company be at any time obligated to register the Shares for a public sale.

(b) The Grantor further agrees to use its reasonable efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Collateral pursuant to this Section 14 valid and binding and in compliance with any and all other applicable laws. The Grantor further agrees that a breach of any of the covenants contained in this Section 14 will cause irreparable injury to the Administrative Agent, that the Administrative Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 14 shall be specifically enforceable against the Grantor, and the Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred and is continuing.

15. Reasonable Care. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession unless the Administrative Agent is grossly negligent in the custody and preservation of the Pledged Collateral; provided however, the Administrative Agent shall not have any responsibility for ascertaining or taking action or preserving any rights with respect to prior parties or calls, conversions, exchanges, maturities, tenders or other matters relative to any of the Pledged Collateral whether or not the Administrative Agent has or is deemed to have knowledge of such matters.

16. Termination; Release. Upon (and at all times after) payment in full in cash of the principal amount of the Loans (as defined in the Credit Agreement) outstanding under the Credit Agreement and interest thereon, and all other amounts due under the Credit Agreement and the other Loan Documents or as otherwise agreed in the Credit Agreement or the other Loan Documents, this Pledge Agreement shall terminate, and the Administrative Agent, at the request and expense of the Grantor, will promptly execute and deliver to the Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Pledge Agreement and such other instruments or agreements as the Grantor may reasonably request to promptly effect the transfer to the Grantor of the Pledged Collateral and the termination of the security interest created hereunder, and will duly assign, transfer and deliver to the Grantor (without recourse and without any representation or warranty) all Pledged Collateral in the possession of the Administrative Agent that has not theretofore been sold or otherwise applied or released pursuant to this Pledge Agreement, together with any instruments of transfer and moneys at the time held by the Administrative Agent hereunder.

17. Notices, Etc. All notices and other communications hereunder shall be effected in the manner provided for in Section 10.01 of the Credit Agreement **provided that** any such notice, request or demand to or upon the Grantor shall be addressed to the Grantor at its notice address set forth on Schedule 1, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

18. Governing Law; Waiver of Jury Trial.

(a) This Pledge Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Pledge Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

(b) **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS PLEDGE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

19. Miscellaneous. This Pledge Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; provided, however, that the Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent, except as otherwise permitted under any Loan Documents. This Pledge Agreement may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. In the event of any conflict between the terms of this Pledge Agreement and the Credit Agreement, the Credit Agreement shall control. The headings of the several sections and subsections in this Pledge Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Pledge Agreement. This Pledge Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Pledge Agreement by signing any such counterpart. Transmission by facsimile of an executed counterpart of this Pledge Agreement shall be deemed to constitute due and sufficient delivery of such counterpart, to be followed thereafter by an original of such counterpart. Delivery of an executed counterpart signature page by e-mail (PDF) or facsimile shall be effective as delivery of a manually executed counterpart of this Pledge Agreement.

20. Rights Cumulative. Each and every right, power and remedy given to the Administrative Agent specifically or otherwise in this Pledge Agreement shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given, given in any other Loan Document or now or hereafter existing at law, in equity or by statute (including, without limitation, all statutory mortgage enforcement powers available under applicable law to the Administrative Agent), and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Administrative Agent, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by the Administrative Agent in the exercise of any right, remedy or power or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of the Grantor or to be an acquiescence therein.

21. Concerning the Administrative Agent. In acting hereunder, the Administrative Agent shall be afforded all of the rights, protections, immunities and indemnities afforded to the Administrative Agent pursuant to the terms of the Credit Agreement as if such rights, protections, immunities and indemnities were set forth herein.

[Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Pledge Agreement as of the day and year first above written.

GRANTOR:

SFI EQUITY HOLDCO, INC.,
a Florida corporation

By: _____
Name: John Redmond
Title: President

[Signature Page to Share Pledge Agreement]

GRANTEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Administrative Agent

By:_____
Name: Jessica A. Jankiewicz
Title: Assistant Vice President

Annex A

Pledged Shares

1. Stock Certificate No. 2, representing 1,000 shares of Common Stock of the Company issued in the name of SFI Equity Holdco, Inc.

#4832-2895-4870v6

Schedule 1

NOTICE ADDRESS OF GRANTOR

SFI EQUITY HOLDCO, INC.
c/o Allegiant Travel Company
1201 North Town Center
Las Vegas, Nevada 89144
Attention: Gregory Anderson

with a copy to:

WILMINGTON TRUST, NATIONAL ASSOCIATION
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Facsimile: +1 612-217-5651
Attention: Jessica Jankiewicz; Loan Agency

PAYMENT GUARANTY

This **PAYMENT GUARANTY** (as amended, restated, amended and restated, supplemented, and/or otherwise modified from time to time, this "**Guaranty**"), dated as of October 13, 2021 is made by **ALLEGIANT TRAVEL COMPANY**, a Nevada corporation (the "**Company**"), **SFI EQUITY HOLDCO, INC.**, a Florida corporation (the "**Borrower Parent**") and each of the Subsidiary Guarantors listed on Exhibit A attached hereto and made a part hereof (collectively, the "**Subsidiary Guarantors**"; together with the Company and the Borrower Parent, each individually, a "**Guarantor**", and collectively, the "**Guarantors**") in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, in its capacity as administrative agent (in such capacity, together with its successors and assigns, the "**Administrative Agent**") for the benefit of those certain banks, financial institutions and other entities from time to time party thereto in the capacity of lenders (collectively, the "**Lenders**") and the other Secured Parties (as defined in the Credit Agreement).

RECITALS

A. Sunseeker Florida, Inc., a Florida corporation (the "**Borrower**") and the Company has entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Borrower, the Lenders, Castlelake Lending Opportunities, L.L.C., a Delaware limited liability company, as facility manager (the "**Facility Manager**") and the Administrative Agent.

B. Each Guarantor directly or indirectly owns and controls the Borrower or is otherwise affiliated with the Borrower, and each Guarantor will receive direct or indirect benefits from the extensions of credit and other transactions under the Credit Agreement.

C. It is a requirement under the Credit Agreement that the Obligations (as defined therein) be guaranteed by the Guarantors, and the Guarantors are willing to irrevocably and unconditionally guarantee the Obligations.

AGREEMENT

NOW, THEREFORE, based upon the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make extensions of credit under the Credit Agreement and to enter into the Loan Documents, the Guarantors hereby jointly and severally agree as follows:

SECTION 1. DEFINITIONS

1.1 Certain Defined Terms. As used in this Guaranty, the following terms shall have the following meanings unless the context otherwise requires:

"**Administrative Agent**" is defined in the preamble.

"Bankruptcy Code" has the meaning given in Section 2.1.

"**Borrower**" is defined in the recitals.

"**Credit Agreement**" is defined in the recitals.

"**Enforcement Costs**" has the meaning given in Section 2.8.

"**Fraudulent Transfer Laws**" has the meaning given in Section 2.2.

"**Guaranteed Obligations**" has the meaning given in Section 2.1.

"**Guarantor**" is defined in the preamble.

"**Guaranty**" is defined in the preamble.

"**Lenders**" is defined in the recitals.

"**Loan Party**" means Borrower, Borrower Parent, Guarantor and any Obligee Guarantor that is party to the Loan Documents.

"Obligations" has the meaning given in the Credit Agreement.

"**Obligee Guarantor**" has the meaning given in Section 2.7.

"Termination Date" means the date on which all Guaranteed Obligations have been paid in full. For the purposes of this definition, "paid in full" means the termination of all the Commitments, payment in full in cash, of all of the Obligations (other than any unasserted contingent reimbursement or indemnity obligations, and the payment in full in cash of all of the obligations due and payable under each of the Loan Documents.

1.2 Interpretation.

(a) References to "Sections" shall be to Sections of this Guaranty unless otherwise specifically provided.

(b) In the event of any conflict or inconsistency between the terms, conditions and provisions of this Guaranty and the terms, conditions and provisions of the Credit Agreement, the terms, conditions and provisions of this Guaranty shall prevail.

(c) Unless otherwise defined herein or the context otherwise requires, terms used in this Guaranty, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(d) The rules of construction set forth in Sections 1.02 through 1.04 of the Credit Agreement, shall be applicable to this Guaranty *mutatis mutandis*.

SECTION 2. THE GUARANTY

2.1 Guaranty of the Guaranteed Obligations. Subject to the provisions of Section 2.2, the Guarantors jointly and severally hereby irrevocably and unconditionally guaranty to the

Administrative Agent, for the ratable benefit of the Secured Parties, the prompt and complete payment and performance in full of all Guaranteed Obligations when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code entitled "Bankruptcy" as now and hereafter in effect, or any successor statute (the "**Bankruptcy Code**")). The term "**Guaranteed Obligations**" means:

(a) any and all Obligations of the Borrower, in each case now or hereafter made, incurred or created, whether absolute or contingent, liquidated or unliquidated, whether due or not due, and however arising under or in connection with any Loan Documents, including those arising under successive borrowing transactions under the Credit Agreement which shall either continue the Obligations of the Borrower or from time to time renew them after they have been satisfied and including interest which, but for the filing of a petition in bankruptcy with respect to the Borrower, would have accrued on any Guaranteed Obligations, whether or not a claim is allowed against the Borrower for such interest in the related bankruptcy proceeding;

(b) any and all Obligations of any other Loan Party, in each case now or hereafter made, incurred or created, whether absolute or contingent, liquidated or unliquidated, whether due or not due, and however arising under or in connection with any Loan Documents (including other Guaranty Documents), including those arising under successive borrowing transactions under the Credit Agreement which shall either continue the Obligations of a Loan Party or from time to time renew them after they have been satisfied and including interest which, but for the filing of a petition in bankruptcy with respect to any Loan Party, would have accrued on any Guaranteed Obligations, whether or not a claim is allowed against a Loan Party for such interest in the related bankruptcy proceeding; and

(c) Enforcement Costs set forth in Section 2.8.

2.2 Limitation on Amount Guaranteed. Anything contained in this Guaranty to the contrary notwithstanding, if any Fraudulent Transfer Law is determined by a court of competent jurisdiction to be applicable to the obligations of any Guarantor under this Guaranty, such obligations of such Guarantor hereunder shall be limited to a maximum aggregate amount equal to the largest amount that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of the Bankruptcy Code or any applicable provisions of comparable state law (collectively, the "**Fraudulent Transfer Laws**"), in each case after giving effect to all other liabilities of such Guarantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of such Guarantor (a) in respect of intercompany indebtedness to a Loan Party or other affiliates of a Loan Party to the extent that such indebtedness would be discharged in an amount equal to the amount paid by such Guarantor hereunder and (b) under any guaranty of other Indebtedness which guaranty contains a limitation as to maximum amount similar to that set forth in this Section 2.2, pursuant to which the liability of such Guarantor hereunder is included in the liabilities taken into account in determining such maximum amount) and after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, reimbursement, indemnification or contribution of such Guarantor pursuant to applicable law or pursuant to the terms of any agreement. Each Guarantor acknowledges and

agrees that, to the extent not prohibited by applicable law, (i) such Guarantor (as opposed to its creditors, representatives of creditors or bankruptcy trustee, including such Guarantor in its capacity as debtor in possession exercising any powers of a bankruptcy trustee) has no personal right under Fraudulent Transfer Laws to reduce, or request any judicial relief that has the effect of reducing, the amount of its liability under this Guaranty, (ii) such Guarantor (as opposed to its creditors, representatives of creditors or bankruptcy trustee, including such Guarantor in its capacity as debtor in possession exercising any powers of a bankruptcy trustee) has no personal right to enforce the limitation set forth in this Section 2.2 or to reduce, or request judicial relief reducing, the amount of its liability under this Guaranty, and (iii) the limitation set forth in this Section 2.2 may be enforced only to the extent required under Fraudulent Transfer Laws in order for the obligations of such Guarantor under this Guaranty to be enforceable under Fraudulent Transfer Laws and only by or for the benefit of a creditor, representative of creditors or bankruptcy trustee of such Guarantor or other Person entitled, under such laws, to enforce the provisions thereof.

2.3 Payment by Guarantors; Application of Payments. Subject to the provisions of Section 2.2, the Guarantors hereby jointly and severally agree, in furtherance of the foregoing and not in limitation of any other right which any Secured Party may have at law or in equity against any Guarantor by virtue hereof, that upon the failure of any Loan Party to pay any of the Guaranteed Obligations when and as the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code), the Guarantors will upon demand pay, or cause to be paid, in cash, to the Administrative Agent for the ratable benefit of the Secured Parties, an amount equal to the sum of the unpaid principal amount of all Guaranteed Obligations then due as aforesaid, accrued and unpaid interest on such Guaranteed Obligations (including interest which, but for the filing of a petition in bankruptcy with respect to such Loan Party, would have accrued on such Guaranteed Obligations, whether or not a claim is allowed against such Loan Party for such interest in the related bankruptcy proceeding) and all other Guaranteed Obligations then owed to the Secured Parties as aforesaid. All such payments shall be applied promptly from time to time by the Administrative Agent as set forth in the Credit Agreement.

2.4 Liability of Guarantors Absolute. Each Guarantor agrees that its obligations hereunder are irrevocable, absolute, independent and unconditional and shall not be affected by any circumstance which constitutes a legal or equitable discharge of a guarantor or surety other than payment in full of the Guaranteed Obligations. In furtherance of the foregoing and without limiting the generality thereof, each Guarantor agrees as follows:

(a) This Guaranty is a guaranty of payment when due and not of collectability.

(b) The obligations of each Guarantor hereunder are independent of the obligations of the other Loan Parties hereunder, the Loan Parties under the other Loan Documents and the obligations of any other guarantor (including any other Guarantor) of the obligations of the Loan Parties under the other Loan Documents, and a separate action or actions may be brought and prosecuted against such Guarantor whether or not any action is brought against the applicable Loan Party or any of such other guarantors and whether or not the applicable Loan Party is joined in any such action or actions.

(c) Payment by any Guarantor of a portion, but not all, of the Guaranteed Obligations shall in no way limit, affect, modify or abridge any Guarantor's liability for any portion of the Guaranteed Obligations which has not been paid. Without limiting the generality of the foregoing, if the Administrative Agent is awarded a judgment in any suit brought to enforce any Guarantor's covenant to pay a portion of the Guaranteed Obligations, such judgment shall not be deemed to release such Guarantor from its covenant to pay the portion of the Guaranteed Obligations that is not the subject of such suit, and such judgment shall not, except to the extent satisfied by such Guarantor, limit, affect, modify or abridge any other Guarantor's liability hereunder in respect of the Guaranteed Obligations.

(d) Any Secured Party, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge or termination of any Guarantor's liability hereunder, from time to time may (with any such notice, consent or agreement as may be required under any applicable Loan Document): (i) renew, extend, accelerate, increase the rate of principal or interest on, or otherwise change the time, place, manner or terms of payment of the Guaranteed Obligations; (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto and/or subordinate the payment of the same to the payment of any other obligations; (iii) request and accept other guaranties of the Guaranteed Obligations and take and hold security for the payment of this Guaranty or the Guaranteed Obligations; (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for payment of the Guaranteed Obligations, any other guaranties of the Guaranteed Obligations, or any other obligation of any Person (including any other Guarantor) with respect to the Guaranteed Obligations; (v) enforce and apply any security now or hereafter held by or for the benefit of such Secured Party in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that such Secured Party may have against any such security, in each case as such Secured Party in its discretion may determine consistent with the Loan Documents and any applicable security agreement, including foreclosure on any such security pursuant to one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable, and even though such action operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Loan Party or any security for the Guaranteed Obligations; and (vi) exercise any other rights available to it under the Loan Documents.

(e) This Guaranty and the obligations of the Guarantors hereunder shall be valid and enforceable and shall not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than payment in full of the Guaranteed Obligations), including the occurrence of any of the following, whether or not any Guarantor shall have had notice or knowledge of any of them: (i) any failure or omission to assert or enforce, or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Loan Documents at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement relating thereto, or with respect to any other guaranty of or security for the payment of the Guaranteed Obligations; (ii) any rescission, waiver, amendment or modification of, or any consent to or departure from, any of the terms or provisions (including

provisions relating to events of default) of any of the Loan Documents or any agreement or instrument executed pursuant thereto, or of any other guaranty or security for the Guaranteed Obligations, in each case whether or not in accordance with the terms of such Loan Document or any agreement or instrument executed pursuant thereto or any agreement relating to such other guaranty or security; (iii) the Guaranteed Obligations, or any agreement relating thereto, at any time being found to be illegal, invalid or unenforceable in any respect; (iv) the application of payments received from any source (other than payments received pursuant to the other Loan Documents or from the proceeds of any security for the Guaranteed Obligations, except to the extent such security also serves as collateral for indebtedness other than the Guaranteed Obligations) to the payment of indebtedness other than the Guaranteed Obligations, even though any Secured Party might have elected to apply such payment to any part or all of the Guaranteed Obligations; (v) any Secured Party's consent to the change, reorganization or termination of the corporate structure or existence of any Loan Party and to any corresponding restructuring of the Guaranteed Obligations; (vi) any failure to perfect or continue perfection of a security interest in any collateral which secures any of the Guaranteed Obligations; (vii) any defenses, set-offs or counterclaims which any Loan Party may allege or assert against any Secured Party in respect of the Guaranteed Obligations (other than, subject to Section 2.13(c), the full payment in cash thereof), including failure of consideration, breach of warranty, statute of frauds, statute of limitations, accord and satisfaction and usury; and (viii) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of any Guarantor as an obligor in respect of the Guaranteed Obligations.

2.5 Waivers by Guarantors. Each Guarantor hereby waives, for the benefit of the Secured Parties, to the extent permitted by applicable law:

(a) any right to require any Secured Party, as a condition of payment or performance by such Guarantor, to (i) proceed against any Loan Party, any other guarantor (including any other Guarantor) of the Guaranteed Obligations or any other Person, (ii) proceed against or exhaust any security held from any Loan Party, any such other guarantor or any other Person, (iii) proceed against or have resort to any balance of any deposit account or credit on the books of any Secured Party in favor of any Loan Party, any such other guarantor or any other Person, or (iv) pursue any other remedy in the power of any Secured Party whatsoever;

(b) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of any Loan Party including any defense based on or arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of any Loan Party from any cause other than payment in full of the Guaranteed Obligations;

(a) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal;

(b) any defense based upon any Secured Party's errors or omissions in the administration of the Guaranteed Obligations, except (i) errors in calculating or determining the amount due and owing to such Secured Party, and (ii) behavior which amounts to bad faith or willful misconduct;

(c) (i) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of this Guaranty and any legal or equitable discharge of such Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting such Guarantor's liability hereunder or the enforcement hereof, (iii) any rights to set-offs, recoupments and counterclaims, and (iv) promptness, diligence and any requirement that any Secured Party protect, secure, perfect or insure any security interest or lien or any property subject thereto;

(d) notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance of this Guaranty, notices of default under the Loan Documents or any agreement or instrument related thereto, notices of any renewal, extension or modification of the Guaranteed Obligations or any agreement related thereto, notices of any extension of credit to any Loan Party and notices of any of the matters referred to in Section 2.4 and any right to consent to any thereof;

(e) any defenses (other than the defense of payment) or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Guaranty;

(f) any defense based upon any Secured Party's failure to mitigate damages; and

(g) all rights to insist upon, plead or in any manner claim or take the benefit or advantage of any appraisal, valuation, stay, extension, marshaling of assets, redemption or similar law, or exemption, whether now or hereafter in force, which may delay, prevent or otherwise affect the performance by any Guarantor of its obligations under, or the enforcement by any Secured Party of, this Guaranty.

2.6 Guarantors' Rights of Subrogation, Contribution, Etc. Each Guarantor hereby waives the right to exercise at any time prior to the Termination Date any claim, right or remedy, direct or indirect, that such Guarantor now has or may hereafter have against any Loan Party or any of its assets in connection with this Guaranty or the performance by such Guarantor of its obligations hereunder, in each case whether such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise and including (a) any right of subrogation, reimbursement or indemnification that such Guarantor now has or may hereafter have against any Loan Party; (b) any right to enforce, or to participate in, any claim, right or remedy that any Secured Party now has or may hereafter have against any Loan Party; and (c) any benefit of, and any right to participate in, any collateral or security now or hereafter held by any Secured Party. In addition, until the Termination Date, each Guarantor shall withhold exercise of any right of contribution such Guarantor may have against any other guarantor (including any other Guarantor) of the Guaranteed Obligations. The foregoing agreements of the Guarantors set forth in this Section 2.6 shall remain operative and in full force and effect until the Termination Date regardless of the termination of this Guaranty. Each Guarantor further agrees that, to the extent the waiver or agreement to withhold the exercise of its rights of subrogation, reimbursement, indemnification and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation, reimbursement or indemnification such Guarantor may have against any Loan Party or against any collateral or security, and any rights of contribution such Guarantor may have against any such other guarantor, shall be junior and

subordinate to any rights any Secured Party may have against any Loan Party, to all right, title and interest any Secured Party may have in any such collateral or security, and to any right any Secured Party may have against such other guarantor. If any amount shall be paid to any Guarantor on account of any such subrogation, reimbursement, indemnification or contribution rights at any time prior to the Termination Date, such amount shall be held in trust for the Administrative Agent on behalf of the Secured Parties and shall forthwith be paid over to the Administrative Agent for the benefit of the Secured Parties to be credited and applied against the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms hereof.

2.7 Subordination of Other Obligations. Any Indebtedness of any Guarantor now or hereafter held by any other Guarantor (the "**Obligee Guarantor**") is hereby subordinated in right of payment to the prior payment in full of the Guaranteed Obligations during the term of this Guaranty, and any such Indebtedness collected or received by the Obligee Guarantor shall be held in trust for the Administrative Agent on behalf of the Secured Parties and shall forthwith be paid over to the Administrative Agent for the benefit of the Secured Parties to be credited and applied against the Guaranteed Obligations but without affecting, impairing or limiting in any manner the liability of the Obligee Guarantor under any other provision of this Guaranty.

2.8 Expenses. The Guarantors jointly and severally agree to pay, or cause to be paid, on demand, and to save the Secured Parties harmless against liability for, any and all documented costs and expenses (including fees, disbursements and other charges of counsel) incurred or expended by the any Secured Party in connection with the enforcement of or preservation of any rights under this Guaranty ("**Enforcement Costs**"), all in accordance with the terms of Section 10.04 of the Credit Agreement, the provisions of which are incorporated herein, *mutatis mutandis.*

2.9 Continuing Guaranty. This Guaranty is a continuing guaranty and shall remain in effect until the Termination Date, subject to Section 2.13 of this Agreement.

2.10 Authority of Guarantors. It is not necessary for any Secured Party to inquire into the capacity or powers of any Guarantor or any other Loan Party or the officers, directors or any agents acting or purporting to act on behalf of any of them.

2.11 Financial Condition of Loan Parties. Any Loans or other extensions of credit may be granted to the Loan Parties or continued from time to time, in each case without notice to or authorization from any Guarantor regardless of the financial or other condition of the applicable Loan Party at the time of any such grant or continuation. No Secured Party shall have any obligation to disclose or discuss with any Guarantor its assessment, or any Guarantor's assessment, of the financial condition of any Loan Party. Each Guarantor has adequate means to obtain information from each Loan Party on a continuing basis concerning the financial condition of each Loan Party and its respective ability to perform its obligations under the Loan Documents, and each Guarantor assumes the responsibility for being and keeping informed of the financial condition of each Loan Party and of all circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations. Each Guarantor hereby waives and relinquishes any duty on the part of any Secured Party to disclose any matter, fact or thing relating to the business, operations or conditions of any Loan Party now known or hereafter known by any Secured Party.

2.12 Rights Cumulative. The rights, powers and remedies given to the Secured Parties by this Guaranty are cumulative and shall be in addition to and independent of all rights, powers and remedies given to the Secured Parties by virtue of any statute or rule of law or in any of the other Loan Documents or any agreement between any Guarantor and any Secured Party or Secured Parties or between any Loan Party and any Secured Party or Secured Parties. Any forbearance or failure to exercise, and any delay by any Secured Party in exercising, any right, power or remedy hereunder shall not impair any such right, power or remedy or be construed to be a waiver thereof, nor shall it preclude the further exercise of any such right, power or remedy.

2.13 Bankruptcy; Post-Petition Interest; Reinstatement of Guaranty.

(a) So long as any Guaranteed Obligations have not been paid in full, no Guarantor shall, without the prior written consent of the Administrative Agent acting pursuant to the instructions of the Required Lenders, commence or join with any other Person in commencing any bankruptcy, reorganization, insolvency or similar proceedings under Bankruptcy Laws against any Loan Party. The obligations of the Guarantors under this Guaranty shall not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation, arrangement or similar proceedings under Bankruptcy Laws of any Loan Party or by any defense which any Loan Party may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding.

(b) Each Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any proceeding referred to in Section 2.13(a) above (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if said proceedings had not been commenced) shall be included in the Guaranteed Obligations because it is the intention of the Guarantors and the Secured Parties that the Guaranteed Obligations should be determined without regard to any rule of law or order which may relieve any Loan Party of any portion of such Guaranteed Obligations. The Guarantors will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or similar person under Bankruptcy Laws to pay the Administrative Agent, or allow the claim of the Administrative Agent in respect of, any such interest accruing after the date on which such proceeding is commenced.

(c) In the event that all or any portion of the Guaranteed Obligations are paid by the Borrower or any other Loan Party, the obligations of the Guarantors hereunder shall continue and remain in full force and effect or be reinstated, as the case may be, in the event that all or any part of such payment(s) are rescinded or recovered directly or indirectly from any Secured Party as a preference, fraudulent transfer or otherwise, and any such payments which are so rescinded or recovered shall constitute Guaranteed Obligations for all purposes under this Guaranty.

2.14 Notice of Events. Promptly upon the Company obtaining knowledge thereof, the Company shall give the Administrative Agent written notice of any condition or event which (a) a material adverse change in the financial condition of the Company or (b) has resulted in a Default or Event of Default under the Credit Agreement or this Guaranty.

2.15 Set Off. In addition to any other rights any Secured Party may have under law or in equity, if any amount shall at any time be due and owing by any Guarantor to any Secured Party under this Guaranty, such Secured Party is authorized at any time or from time to time, without notice (any such notice being hereby expressly waived), to set off and to appropriate and to apply any and all deposits (general or special, including indebtedness evidenced by certificates of deposit, whether matured or unmatured and any other indebtedness of such Secured Party owing to such Guarantor) and any other property of such Guarantor held by any Secured Party to or for the credit or the account of such Guarantor against and on account of the Guaranteed Obligations and liabilities of such Guarantor to any Secured Party under this Guaranty; provided, in the event that any Defaulting Lender shall exercise any such right of setoff, (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.20 of the Credit Agreement and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Bank and the Lenders, and (b) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. Each Secured Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application (although the failure to provide any such notice shall not affect any such setoff or result in any liability to such Secured Party).

2.16 Intentionally Omitted.

2.17 Representations and Warranties. Each Guarantor acknowledges and agrees that it is familiar with the Credit Agreement and the representations and warranties applicable to it thereunder. The representations and warranties contained in Section 3 of the Credit Agreement, insofar as the representations and warranties contained therein are applicable to any Guarantor and its properties, are true and correct in all material respects (or, to the extent a representation and warranty contains a materiality or Material Adverse Effect qualification, in all respects), and shall be true and correct in all material respects (or, to the extent a representation and warranty contains a materiality or Material Adverse Effect qualification, in all respects) on each day on which such representations and warranties will be repeated in accordance with the Loan Documents (except to the extent they relate to any earlier date in which case they shall be true and correct in all material respects (or, to the extent a representation and warranty contains a materiality or Material Adverse Effect qualification, in all respects) as of such earlier date), each representation and warranty set forth in Section 3 of the Credit Agreement (insofar as applicable as aforesaid) and all other terms of the Credit Agreement to which reference is made therein, together with all related definitions and ancillary provisions, being hereby incorporated into this Guaranty by this reference as though specifically set forth in this Section 2.17, *mutatis mutandis*.

2.18 Covenants. Each Guarantor acknowledges and agrees that it is familiar with the Credit Agreement and the covenants applicable to it thereunder. Each Guarantor covenants and agrees that, at all times prior to the Termination Date, it will perform, comply with and be bound by all of the agreements, covenants and obligations contained in Sections 5 and 6 of the Credit Agreement, which are applicable to such Guarantor, each such agreement, covenant and obligation contained in Sections 5 and 6 of the Credit Agreement, together with all related definitions and ancillary provisions, being hereby incorporated into this Guaranty by this reference as though specifically set forth in this Section 2.18, *mutatis mutandis*.

SECTION 3. MISCELLANEOUS

3.1 Survival of Warranties. All agreements, representations and warranties made herein shall survive the execution and delivery of this Guaranty and the other Loan Documents and any increase in the Commitments under the Credit Agreement.

3.2 Notices. Any communications between the Administrative Agent and any Guarantor and any notices or requests provided herein to be given may be given in accordance with Section 10.01 of the Credit Agreement, to each party hereto at its address set forth in the Credit Agreement, on the signature pages hereof or to such other addresses as each such party may in writing hereafter indicate. Any notice, request or demand to or upon the Administrative Agent or any Guarantor shall not be effective until received.

3.3 Severability. In case any provision in or obligation under this Guaranty shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

3.4 Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Guaranty, and no consent to any departure by any Guarantor therefrom, shall in any event be effective without the written concurrence of (a) the Required Lenders or (b) the Administrative Agent (at the direction of the Required Lenders) and, in the case of any such amendment or modification, each Guarantor. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

3.5 Headings. Section headings in this Guaranty are included herein for convenience of reference only and shall not constitute a part of this Guaranty for any other purpose or be given any substantive effect.

3.6 Applicable Law; Rules of Construction. THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF THE GUARANTORS AND THE SECURED PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK.

3.7 Successors and Assigns. This Guaranty is a continuing guaranty and shall be binding upon each Guarantor and its respective successors and assigns. This Guaranty shall inure to the benefit of the Secured Parties and their respective successors and assigns. No Guarantor shall assign this Guaranty or any of the rights or obligations of such Guarantor hereunder without the prior written consent of the Administrative Agent (acting with the consent of the requisite percentage of Lenders pursuant to the Credit Agreement). Any Secured Party may, without notice or consent, assign its interest in this Guaranty in whole or in part, provided that any assignee shall be a Secured Party under the Credit Agreement. The terms and provisions of this Guaranty shall inure to the benefit of any transferee or assignee of any Commitments or Loan, and in the event of such transfer or assignment the rights and privileges herein conferred upon such Secured Party shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions hereof.

3.8 Consent to Jurisdiction.

(a) Each Guarantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the City of New York, Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Guaranty and the other Loan Documents or for recognition or enforcement of any judgment, and each Guarantor hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. Each Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each Guarantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Guaranty and the other Loan Documents or for recognition or enforcement of any judgment in any New York State court or Federal court of the United States of America sitting in the City of New York, Borough of Manhattan or other New York jurisdiction as set forth in Section 3.8(a) above. Each Guarantor hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each Guarantor designates and appoints Christy Schaeffer, Managing Clerk, Greenberg Traurig, LLP, Office #39-60, Metlife Building, 200 Park Avenue, New York, New York 10166 as its authorized agent to accept and acknowledge on its behalf personal service of process which may be served in any suit, action or proceeding in the aforesaid New York state or Federal courts, and agrees that service of process upon said agent in accordance with law at said address and written notice of said service mailed or delivered to Borrower in the manner provided herein shall be deemed in every respect effective service of process upon Borrower in any such suit, action or proceeding in the state of New York. Each Guarantor shall maintain an agent to receive service of process in New York at all times until the Obligations are indefeasibly repaid in full.

3.9 Waiver of Jury Trial. EACH GUARANTOR, AND, BY ITS ACCEPTANCE HEREOF, ADMINISTRATIVE AGENT, HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY AND THE OTHER LOAN DOCUMENTS. EACH GUARANTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH SECURED PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT THE SECURED PARTIES HAVE BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS TO WHICH THEY ARE A PARTY, BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.9.

3.10 No Other Writing. This writing is intended by the Guarantors and the Secured Parties as the final expression of this Guaranty and is also intended as a complete and exclusive statement of the terms of their agreement with respect to the matters covered hereby. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify any terms of this Guaranty. There are no conditions to the full effectiveness of this Guaranty.

3.11 Further Assurances. At any time or from time to time, upon the request of the Administrative Agent, each Guarantor shall execute and deliver such further documents and do such other acts and things as the Administrative Agent may reasonably request in order to effect fully the purposes of this Guaranty.

3.12 New York Provisions. Guarantor acknowledges and agrees that this Guaranty is, and is intended to be, an instrument for the payment of money only, as such phrase is used in Section 3213 of the Civil Practice Law and Rules of the State of New York, that Guarantor has been fully advised by its counsel of Lender's rights and remedies pursuant to such Section 3213 and that Guarantor expressly waives any right, and hereby agrees not, to assert that this Guaranty is not such an instrument.

3.13 Counterparts; Effectiveness. This Guaranty may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall be deemed an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Guaranty by facsimile transmission, "pdf" or similar electronic copy shall be as effective as delivery of a manually signed counterpart of this Guaranty. Any party hereto may request an original counterpart of any party delivering such electronic counterpart. A set of the copies of this Guaranty signed by all the parties shall be lodged with the Borrower and the Administrative Agent. This Guaranty shall become effective as to each Guarantor upon the execution of a counterpart hereof by such Guarantor (whether or not a counterpart hereof shall have been executed by any other Guarantor) and receipt by the Administrative Agent of written or telephonic notification of such execution and authorization of delivery thereof.

3.14 Administrative Agent as Agent.

(a) The Administrative Agent has been appointed to act as Administrative Agent hereunder by the Secured Parties. The Administrative Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action, solely in accordance with this Guaranty and the Loan Documents; provided that the Administrative Agent shall exercise, or refrain from exercising, any remedies hereunder in accordance with the instructions of the Required Lenders. In furtherance of the foregoing provisions of this Section 3.14, each Secured Party, by its acceptance of the benefits hereof, agrees that, except to the extent specifically provided herein, it shall have no right individually to enforce this Guaranty, it being understood and agreed by such that all rights and remedies hereunder may be exercised solely by the Administrative Agent for the benefit of the Secured Parties in accordance with the terms of this Section 3.14.

(b) The Administrative Agent shall at all times be the same Person that is the Administrative Agent under the Credit Agreement. Written notice of resignation by the

Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute notice of resignation as the Administrative Agent under this Guaranty; removal of the Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute removal as the Administrative Agent under this Guaranty; and appointment of a successor Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute appointment of a successor Administrative Agent under this Guaranty. Upon the acceptance of any appointment as the Administrative Agent under the terms of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent under this Guaranty, and the retiring or removed Administrative Agent under this Guaranty shall promptly (i) transfer to such successor Administrative Agent all sums held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Administrative Agent under this Guaranty, and (ii) take such other actions as may be necessary or appropriate in connection with the assignment to such successor Administrative Agent of the rights created hereunder, whereupon such retiring or removed Administrative Agent shall be discharged from its duties and obligations under this Guaranty. After any retiring or removed Administrative Agent's resignation or removal hereunder as the Administrative Agent, the provisions of this Guaranty shall inure to its benefit as to any actions taken or omitted to be taken by it under this Guaranty while it was the Administrative Agent hereunder.

3.15 Joint and Several. The representations, warranties, covenants, obligations and liabilities of each Guarantor are joint and several.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned Guarantors has caused this Guaranty to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GUARANTOR:

SFI EQUITY HOLDCO, INC.,
as the Borrower Parent

By: _____
Name: John Redmond
Title: President

[signatures continue on next page]

ALLEGIANT TRAVEL COMPANY,
as the Guarantor

By: _____
Name: John Redmond
Title: President

ALLEGIANT AIR, LLC,
as a Subsidiary Guarantor

By: _____
Name: John Redmond
Title: President

SUNRISE ASSET MANAGEMENT, LLC, as a
Subsidiary Guarantor

By: _____
Name: Gregory Anderson
Title: President

ALLEGIANT VACATIONS, LLC,
as a Subsidiary Guarantor

By: _____
Name: Gregory Anderson
Title: Chief Financial Officer

AFH, INC.,
as a Subsidiary Guarantor

By: _____
Name: Gregory Anderson
Title: Chief Financial Officer

[signatures continue on next page]

G4 PROPERTIES, LLC,
as a Subsidiary Guarantor

By: _____
Name: Gregory Anderson
Title: Chief Financial Officer

G4 WORKS, LLC,
as a Subsidiary Guarantor

By: _____
Name: Gregory Anderson
Title: President

ALLEGIANT COMMERCIAL PROPERTIES, INC.,
as a Subsidiary Guarantor

By: _____
Name: John Redmond
Title: President

ALLEGIANT COMMERCIAL PROPERTIES MISSOURI, LLC,
as a Subsidiary Guarantor

By: _____
Name: John Redmond
Title: President

DUSTLAND, LLC,
as a Subsidiary Guarantor

By: _____
Name: Gregory Anderson
Title: President

EXHIBIT A

Subsidiary Guarantors

1. Allegiant Air LLC
2. Sunrise Asset Management, LLC
3. Allegiant Vacations, LLC
4. AFH, Inc.
5. G4 Properties, LLC
6. G4 Works LLC
7. Allegiant Commercial Properties, Inc.
8. Allegiant Commercial Properties Missouri, LLC
9. Dustland, LLC

CARRY AND COMPLETION GUARANTY

This **CARRY AND COMPLETION GUARANTY** (as amended, restated, amended and restated, supplemented, and/or otherwise modified from time to time, this "**Guaranty**"), dated as of October 13, 2021 is made by **ALLEGIANT TRAVEL COMPANY**, a Nevada corporation (the "**Company**"), **SFI EQUITY HOLDCO, INC.**, a Florida corporation (the "**Borrower Parent**") and each of the Subsidiary Guarantors listed on Exhibit A attached hereto and made a part hereof (collectively, the "**Subsidiary Guarantors**"; together with the Company and the Borrower Parent, each individually, a "**Guarantor**", and collectively, the "**Guarantors**") in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, in its capacity as administrative agent (in such capacity, together with its successors and assigns, the "**Administrative Agent**") for the benefit of **ALT-7 STRUCTURED TRUST** and certain other banks, financial institutions and other entities from time to time party thereto in the capacity of lenders (collectively, the "**Lenders**") and the other Secured Parties (as defined in the Credit Agreement).

RECITALS

A. Sunseeker Florida, Inc., a Florida corporation (the "**Borrower**") and the Company has entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Borrower, the Lenders, Castlelake Lending Opportunities, L.L.C., a Delaware limited liability company, as facility manager (the "**Facility Manager**") and the Administrative Agent.

B. Each Guarantor directly or indirectly owns and controls the Borrower or is otherwise affiliated with the Borrower, and each Guarantor will receive direct or indirect benefits from the extensions of credit and other transactions under the Credit Agreement.

C. It is a requirement under the Credit Agreement that the Guaranteed Obligations (as defined herein) be guaranteed by the Guarantors, and the Guarantors are willing to irrevocably and unconditionally guarantee the Guaranteed Obligations.

AGREEMENT

NOW, THEREFORE, based upon the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make extensions of credit under the Credit Agreement and to enter into the Loan Documents, the Guarantors hereby jointly and severally agree as follows:

SECTION 1. DEFINITIONS

1.1 Certain Defined Terms. As used in this Guaranty, the following terms shall have the following meanings unless the context otherwise requires:

"**Administrative Agent**" is defined in the preamble.

"Bankruptcy Code" has the meaning given in Section 2.1.

"**Borrower**" is defined in the recitals.

"**Carry Costs**" means all costs and expenses incurred in connection with, or reasonably necessary for, the operation, maintenance, management and use of the Mortgaged Property, including any and all accrued and unpaid interest on the Loan (which may be at the default rate of interest in accordance with the terms of the Credit Agreement) (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), insurance premiums and costs, assessments and other taxes, charges for utilities, repair, replacement and all other maintenance costs and expenses, equipment lease payments, management fees, inventories and fixed asset supplies consumed in the operation of the Mortgaged Property.

"**Carry Obligations**" means the due and punctual payment of unpaid Carry Costs (including any of the foregoing incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) until the date (the "**Carry Cut-Off Date**") that is the earliest to occur of: (a) the date when all Obligations have been indefeasibly paid in full, (b) the Final Completion Date and (c) the date of a sale of the Mortgaged Property pursuant to a foreclosure of the Mortgage or earlier transfer of the Mortgaged Property pursuant to a deed-in-lieu of foreclosure thereof that has been accepted by Administrative Agent or its nominee. For the avoidance of doubt, Carry Obligations shall include any Carry Costs that accrue as of the Carry Cut-Off Date but are not yet due and payable. Notwithstanding anything to the contrary contained in this Guaranty, this Guaranty shall terminate solely with respect to the Carry Obligations upon the full and indefeasible payment of the Completion Obligations accruing through the Carry Cut-Off Date.

"**Completion**" means (i) the completion of the Project in accordance with the requirements of Governmental Authorities, applicable law, and the Final Plans and Specifications, free and clear of all Liens and (ii) delivery to the Administrative Agent, in form and substance reasonably satisfactory to the Administrative Agent, of evidence that Final Completion and the Final Completion Date have occurred. For purposes of this definition of "**Completion**," the word "**Complete**" shall have the correlative meaning.

"**Completion Costs**" means, in the Administrative Agent's sole and absolute discretion, either (i) (whether or not the Administrative Agent or its nominee Completes or intends to Complete the Project) the amount of the costs, expenses and other liabilities of Completion in accordance with the terms of this Guaranty determined by the Administrative Agent (in consultation with its Construction Consultant), and Guarantor agrees that such amount as estimated by the Administrative Agent or its nominee, in its good faith discretion, shall be conclusive for purposes of determining Guarantor's liability hereunder, or (ii) the aggregate amount of costs, expenses and other liabilities actually incurred by the Administrative Agent or its nominee from time to time in connection with the construction work performed to achieve Completion of the Project (including any cost overruns in excess of the Project Budget, and the cost of discharging any Lien by any Person providing labor or materials relating to the Project). Without limiting the foregoing, Completion Costs shall also include the costs of any construction consultant, architect, or

other advisor that the Administrative Agent (or its nominee) retains in connection with any of the Project, any Guaranteed Obligations, or this Guaranty.

"**Completion Obligations**" means the (i) Completion in accordance with the Project Documents, (ii) payment in full to the Administrative Agent of any outstanding amount of Borrower's Share (as defined in the Disbursement Agreement) of a Budget Amendment Shortfall (as defined in the Disbursement Agreement) and (iii) payment when due of Completion Costs (not in duplication of any amounts paid under clause (ii) of this definition). Notwithstanding anything to the contrary contained in this Guaranty, this Guaranty shall terminate solely with respect to the Completion Obligations upon the full and indefeasible performance and satisfaction of the Completion Obligations.

"**Credit Agreement**" is defined in the recitals.

"**Enforcement Costs**" has the meaning given in Section 2.8.

"**Final Completion**" has the meaning given in the Disbursement Agreement.

"**Final Completion Date**" has the meaning given in the Disbursement Agreement.

"**Final Plans and Specifications**" has the meaning given in the Disbursement Agreement.

"**Fraudulent Transfer Laws**" has the meaning given in Section 2.2.

"**Guaranteed Obligations**" means: (i) the Completion Obligations, (ii) the Carry Obligations, (iii) Enforcement Costs set forth in Section 2.8, (iv) interest on any monetary Completion Obligations and Carry Obligations actually incurred by the Administrative Agent or any Lender from the date incurred until the date repaid, at the default rate of interest set forth in the Credit Agreement (including any of the foregoing in clauses (i), (ii) and (iii) incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

"**Guarantor**" is defined in the preamble.

"**Guaranty**" is defined in the preamble.

"**Lenders**" is defined in the recitals.

"**Loan Party**" means Borrower, Borrower Parent, Guarantor and any Obligee Guarantor that is party to the Loan Documents.

"Obligations" has the meaning given in the Credit Agreement.

"**Obligee Guarantor**" has the meaning given in Section 2.7.

"**Project Budget**" has the meaning given in the Disbursement Agreement.

"**Project Schedule**" has the meaning given in the Disbursement Agreement.

"Termination Date" means the date on which all Guaranteed Obligations have been paid or performed in full.

1.2 Interpretation.

(a) References to "Sections" shall be to Sections of this Guaranty unless otherwise specifically provided.

(b) In the event of any conflict or inconsistency between the terms, conditions and provisions of this Guaranty and the terms, conditions and provisions of the Credit Agreement, the terms, conditions and provisions of this Guaranty shall prevail.

(c) Unless otherwise defined herein or the context otherwise requires, terms used in this Guaranty, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(d) The rules of construction set forth in Sections 1.02 through 1.04 of the Credit Agreement, shall be applicable to this Guaranty *mutatis mutandis*.

SECTION 2. THE GUARANTY

2.1 Guaranty of the Guaranteed Obligations. Subject to the provisions of Section 2.2, the Guarantors jointly and severally hereby irrevocably and unconditionally guaranty to the Administrative Agent, for the ratable benefit of the Secured Parties, the prompt and complete payment and performance in full of all Guaranteed Obligations then outstanding or at any time thereafter incurred, as and when the same shall be due and payable (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code entitled "Bankruptcy" as now and hereafter in effect, or any successor statute (the "**Bankruptcy Code**")).

2.2 Limitation on Amount Guaranteed. Anything contained in this Guaranty to the contrary notwithstanding, if any Fraudulent Transfer Law is determined by a court of competent jurisdiction to be applicable to the obligations of any Guarantor under this Guaranty, such obligations of such Guarantor hereunder shall be limited to a maximum aggregate amount equal to the largest amount that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of the Bankruptcy Code or any applicable provisions of comparable state law (collectively, the "**Fraudulent Transfer Laws**"), in each case after giving effect to all other liabilities of such Guarantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of such Guarantor (a) in respect of intercompany indebtedness to a Loan Party or other affiliates of a Loan Party to the extent that such indebtedness would be discharged in an amount equal to the amount paid by such Guarantor hereunder and (b) under any guaranty of other Indebtedness which guaranty contains a limitation as to maximum amount similar to that set forth in this Section 2.2, pursuant to which the liability of such Guarantor hereunder is included in the liabilities taken into account in determining such maximum amount) and after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, reimbursement, indemnification or contribution of such Guarantor pursuant to applicable law or pursuant to the terms of any agreement. Each Guarantor acknowledges and

agrees that, to the extent not prohibited by applicable law, (i) such Guarantor (as opposed to its creditors, representatives of creditors or bankruptcy trustee, including such Guarantor in its capacity as debtor in possession exercising any powers of a bankruptcy trustee) has no personal right under Fraudulent Transfer Laws to reduce, or request any judicial relief that has the effect of reducing, the amount of its liability under this Guaranty, (ii) such Guarantor (as opposed to its creditors, representatives of creditors or bankruptcy trustee, including such Guarantor in its capacity as debtor in possession exercising any powers of a bankruptcy trustee) has no personal right to enforce the limitation set forth in this Section 2.2 or to reduce, or request judicial relief reducing, the amount of its liability under this Guaranty, and (iii) the limitation set forth in this Section 2.2 may be enforced only to the extent required under Fraudulent Transfer Laws in order for the obligations of such Guarantor under this Guaranty to be enforceable under Fraudulent Transfer Laws and only by or for the benefit of a creditor, representative of creditors or bankruptcy trustee of such Guarantor or other Person entitled, under such laws, to enforce the provisions thereof.

2.3 Payment by Guarantors; Application of Payments. Subject to the provisions of Section 2.2, the Guarantors hereby jointly and severally agree, in furtherance of the foregoing and not in limitation of any other right which any Secured Party may have at law or in equity against any Guarantor by virtue hereof, that upon the failure of any Loan Party to pay or perform, as applicable, any of the Guaranteed Obligations when and as the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, in each case as and if applicable, (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code), the Guarantors will upon demand pay, or cause to be paid, in cash, to the Administrative Agent for the ratable benefit of the Secured Parties, an amount equal to all Guaranteed Obligations then due as aforesaid, including interest which, but for the filing of a petition in bankruptcy with respect to such Loan Party, would have accrued on such Guaranteed Obligations, whether or not a claim is allowed against such Loan Party for such interest in the related bankruptcy proceeding) and all other Guaranteed Obligations then owed to the Secured Parties as aforesaid. All such payments shall be applied promptly from time to time by the Administrative Agent as set forth in the Credit Agreement.

2.4 Liability of Guarantors Absolute. Each Guarantor agrees that its obligations hereunder are irrevocable, absolute, independent and unconditional and shall not be affected by any circumstance which constitutes a legal or equitable discharge of a guarantor or surety other than payment in full of the Guaranteed Obligations. In furtherance of the foregoing and without limiting the generality thereof, each Guarantor agrees as follows:

(a) This Guaranty is a guaranty of payment and performance when due and not of collectability.

(b) The obligations of each Guarantor hereunder are independent of the obligations of the other Loan Parties hereunder, the Loan Parties under the other Loan Documents and the obligations of any other guarantor (including any other Guarantor) of the obligations of the Loan Parties under the other Loan Documents, and a separate action or actions may be brought and prosecuted against such Guarantor whether or not any action is brought against the applicable Loan Party or any of such other guarantors and whether or not the applicable Loan Party is joined in any such action or actions.

(c) Payment by any Guarantor of a portion, but not all, of the Guaranteed Obligations shall in no way limit, affect, modify or abridge any Guarantor's liability for any portion of the Guaranteed Obligations which has not been paid. Without limiting the generality of the foregoing, if the Administrative Agent is awarded a judgment in any suit brought to enforce any Guarantor's covenant to pay a portion of the Guaranteed Obligations, such judgment shall not be deemed to release such Guarantor from its covenant to pay the portion of the Guaranteed Obligations that is not the subject of such suit, and such judgment shall not, except to the extent satisfied by such Guarantor, limit, affect, modify or abridge any other Guarantor's liability hereunder in respect of the Guaranteed Obligations.

(d) Any Secured Party, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge or termination of any Guarantor's liability hereunder, from time to time may (with any such notice, consent or agreement as may be required under any applicable Loan Document): (i) renew, extend, accelerate, increase the rate of principal or interest on, or otherwise change the time, place, manner or terms of payment of the Guaranteed Obligations; (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto and/or subordinate the payment of the same to the payment of any other obligations; (iii) request and accept other guaranties of the Guaranteed Obligations and take and hold security for the payment of this Guaranty or the Guaranteed Obligations; (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for payment of the Guaranteed Obligations, any other guaranties of the Guaranteed Obligations, or any other obligation of any Person (including any other Guarantor) with respect to the Guaranteed Obligations; (v) enforce and apply any security now or hereafter held by or for the benefit of such Secured Party in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that such Secured Party may have against any such security, in each case as such Secured Party in its discretion may determine consistent with the Loan Documents and any applicable security agreement, including foreclosure on any such security pursuant to one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable, and even though such action operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Loan Party or any security for the Guaranteed Obligations; and (vi) exercise any other rights available to it under the Loan Documents.

(e) This Guaranty and the obligations of the Guarantors hereunder shall be valid and enforceable and shall not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than payment in full of the Guaranteed Obligations), including the occurrence of any of the following, whether or not any Guarantor shall have had notice or knowledge of any of them: (i) any failure or omission to assert or enforce, or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Loan Documents at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement relating thereto, or with respect to any other guaranty of or security for the payment of the Guaranteed Obligations; (ii) any rescission, waiver, amendment or modification of, or any consent to or departure from, any of the terms or provisions (including

provisions relating to events of default) of any of the Loan Documents or any agreement or instrument executed pursuant thereto, or of any other guaranty or security for the Guaranteed Obligations, in each case whether or not in accordance with the terms of such Loan Document or any agreement or instrument executed pursuant thereto or any agreement relating to such other guaranty or security; (iii) the Guaranteed Obligations, or any agreement relating thereto, at any time being found to be illegal, invalid or unenforceable in any respect; (iv) the application of payments received from any source (other than payments received pursuant to the other Loan Documents or from the proceeds of any security for the Guaranteed Obligations, except to the extent such security also serves as collateral for indebtedness other than the Guaranteed Obligations) to the payment of indebtedness other than the Guaranteed Obligations, even though any Secured Party might have elected to apply such payment to any part or all of the Guaranteed Obligations; (v) any Secured Party's consent to the change, reorganization or termination of the corporate structure or existence of any Loan Party and to any corresponding restructuring of the Guaranteed Obligations; (vi) any failure to perfect or continue perfection of a security interest in any collateral which secures any of the Guaranteed Obligations; (vii) any defenses, set-offs or counterclaims which any Loan Party may allege or assert against any Secured Party in respect of the Guaranteed Obligations (other than, subject to Section 2.13(c), the full payment in cash thereof), including failure of consideration, breach of warranty, statute of frauds, statute of limitations, accord and satisfaction and usury; and (viii) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of any Guarantor as an obligor in respect of the Guaranteed Obligations.

2.5 Waivers by Guarantors. Each Guarantor hereby waives, for the benefit of the Secured Parties, to the extent permitted by applicable law:

(a) any right to require any Secured Party, as a condition of payment or performance by such Guarantor, to (i) proceed against any Loan Party, any other guarantor (including any other Guarantor) of the Guaranteed Obligations or any other Person, (ii) proceed against or exhaust any security held from any Loan Party, any such other guarantor or any other Person, (iii) proceed against or have resort to any balance of any deposit account or credit on the books of any Secured Party in favor of any Loan Party, any such other guarantor or any other Person, or (iv) pursue any other remedy in the power of any Secured Party whatsoever;

(b) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of any Loan Party including any defense based on or arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of any Loan Party from any cause other than payment in full of the Guaranteed Obligations;

(a) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal;

(b) any defense based upon any Secured Party's errors or omissions in the administration of the Guaranteed Obligations, except (i) errors in calculating or determining the amount due and owing to such Secured Party, and (ii) behavior which amounts to bad faith or willful misconduct;

(c) (i) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of this Guaranty and any legal or equitable discharge of such Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting such Guarantor's liability hereunder or the enforcement hereof, (iii) any rights to set-offs, recoupments and counterclaims, and (iv) promptness, diligence and any requirement that any Secured Party protect, secure, perfect or insure any security interest or lien or any property subject thereto;

(d) notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance of this Guaranty, notices of default under the Loan Documents or any agreement or instrument related thereto, notices of any renewal, extension or modification of the Guaranteed Obligations or any agreement related thereto, notices of any extension of credit to any Loan Party and notices of any of the matters referred to in Section 2.4 and any right to consent to any thereof;

(e) any defenses (other than the defense of payment) or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Guaranty;

(f) any defense based upon any Secured Party's failure to mitigate damages; and

(g) all rights to insist upon, plead or in any manner claim or take the benefit or advantage of any appraisal, valuation, stay, extension, marshaling of assets, redemption or similar law, or exemption, whether now or hereafter in force, which may delay, prevent or otherwise affect the performance by any Guarantor of its obligations under, or the enforcement by any Secured Party of, this Guaranty.

2.6 Guarantors' Rights of Subrogation, Contribution, Etc. Each Guarantor hereby waives the right to exercise at any time prior to the Termination Date any claim, right or remedy, direct or indirect, that such Guarantor now has or may hereafter have against any Loan Party or any of its assets in connection with this Guaranty or the performance by such Guarantor of its obligations hereunder, in each case whether such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise and including (a) any right of subrogation, reimbursement or indemnification that such Guarantor now has or may hereafter have against any Loan Party; (b) any right to enforce, or to participate in, any claim, right or remedy that any Secured Party now has or may hereafter have against any Loan Party; and (c) any benefit of, and any right to participate in, any collateral or security now or hereafter held by any Secured Party. In addition, until the Termination Date, each Guarantor shall withhold exercise of any right of contribution such Guarantor may have against any other guarantor (including any other Guarantor) of the Guaranteed Obligations. The foregoing agreements of the Guarantors set forth in this Section 2.6 shall remain operative and in full force and effect until the Termination Date regardless of the termination of this Guaranty. Each Guarantor further agrees that, to the extent the waiver or agreement to withhold the exercise of its rights of subrogation, reimbursement, indemnification and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation, reimbursement or indemnification such Guarantor may have against any Loan Party or against any collateral or security, and any rights of contribution such Guarantor may have against any such other guarantor, shall be junior and

subordinate to any rights any Secured Party may have against any Loan Party, to all right, title and interest any Secured Party may have in any such collateral or security, and to any right any Secured Party may have against such other guarantor. If any amount shall be paid to any Guarantor on account of any such subrogation, reimbursement, indemnification or contribution rights at any time prior to the Termination Date, such amount shall be held in trust for the Administrative Agent on behalf of the Secured Parties and shall forthwith be paid over to the Administrative Agent for the benefit of the Secured Parties to be credited and applied against the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms hereof.

2.7 Subordination of Other Obligations. Any Indebtedness of any Guarantor now or hereafter held by any other Guarantor (the "**Obligee Guarantor**") is hereby subordinated in right of payment to the prior payment in full of the Guaranteed Obligations during the term of this Guaranty, and any such Indebtedness collected or received by the Obligee Guarantor shall be held in trust for the Administrative Agent on behalf of the Secured Parties and shall forthwith be paid over to the Administrative Agent for the benefit of the Secured Parties to be credited and applied against the Guaranteed Obligations but without affecting, impairing or limiting in any manner the liability of the Obligee Guarantor under any other provision of this Guaranty.

2.8 Expenses. The Guarantors jointly and severally agree to pay, or cause to be paid, on demand, and to save the Secured Parties harmless against liability for, any and all documented costs and expenses (including fees, disbursements and other charges of counsel) incurred or expended by the any Secured Party in connection with the enforcement of or preservation of any rights under this Guaranty ("**Enforcement Costs**"), all in accordance with the terms of Section 10.04 of the Credit Agreement, the provisions of which are incorporated herein, *mutatis mutandis.*

2.9 Continuing Guaranty. This Guaranty is a continuing guaranty and shall remain in effect until the Termination Date, subject to Section 2.13 of this Agreement.

2.10 Authority of Guarantors. It is not necessary for any Secured Party to inquire into the capacity or powers of any Guarantor or any other Loan Party or the officers, directors or any agents acting or purporting to act on behalf of any of them.

2.11 Financial Condition of Loan Parties. Any Loans or other extensions of credit may be granted to the Loan Parties or continued from time to time, in each case without notice to or authorization from any Guarantor regardless of the financial or other condition of the applicable Loan Party at the time of any such grant or continuation. No Secured Party shall have any obligation to disclose or discuss with any Guarantor its assessment, or any Guarantor's assessment, of the financial condition of any Loan Party. Each Guarantor has adequate means to obtain information from each Loan Party on a continuing basis concerning the financial condition of each Loan Party and its respective ability to perform its obligations under the Loan Documents, and each Guarantor assumes the responsibility for being and keeping informed of the financial condition of each Loan Party and of all circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations. Each Guarantor hereby waives and relinquishes any duty on the part of any Secured Party to disclose any matter, fact or thing relating to the business, operations or conditions of any Loan Party now known or hereafter known by any Secured Party.

2.12 Rights Cumulative. The rights, powers and remedies given to the Secured Parties by this Guaranty are cumulative and shall be in addition to and independent of all rights, powers and remedies given to the Secured Parties by virtue of any statute or rule of law or in any of the other Loan Documents or any agreement between any Guarantor and any Secured Party or Secured Parties or between any Loan Party and any Secured Party or Secured Parties. Any forbearance or failure to exercise, and any delay by any Secured Party in exercising, any right, power or remedy hereunder shall not impair any such right, power or remedy or be construed to be a waiver thereof, nor shall it preclude the further exercise of any such right, power or remedy.

2.13 Bankruptcy; Post-Petition Interest; Reinstatement of Guaranty.

(a) So long as any Guaranteed Obligations have not been paid in full, no Guarantor shall, without the prior written consent of the Administrative Agent acting pursuant to the instructions of the Required Lenders, commence or join with any other Person in commencing any bankruptcy, reorganization, insolvency or similar proceedings under Bankruptcy Laws against any Loan Party. The obligations of the Guarantors under this Guaranty shall not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation, arrangement or similar proceedings under Bankruptcy Laws of any Loan Party or by any defense which any Loan Party may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding.

(b) Each Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any proceeding referred to in Section 2.13(a) above (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if said proceedings had not been commenced) shall be included in the Guaranteed Obligations because it is the intention of the Guarantors and the Secured Parties that the Guaranteed Obligations should be determined without regard to any rule of law or order which may relieve any Loan Party of any portion of such Guaranteed Obligations. The Guarantors will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or similar person under Bankruptcy Laws to pay the Administrative Agent, or allow the claim of the Administrative Agent in respect of, any such interest accruing after the date on which such proceeding is commenced.

(c) In the event that all or any portion of the Guaranteed Obligations are paid by the Borrower or any other Loan Party, the obligations of the Guarantors hereunder shall continue and remain in full force and effect or be reinstated, as the case may be, in the event that all or any part of such payment(s) are rescinded or recovered directly or indirectly from any Secured Party as a preference, fraudulent transfer or otherwise, and any such payments which are so rescinded or recovered shall constitute Guaranteed Obligations for all purposes under this Guaranty.

2.14 Notice of Events. Promptly upon the Company obtaining knowledge thereof, the Company shall give the Administrative Agent written notice of any condition or event which (a) a material adverse change in the financial condition of the Company or (b) has resulted in a Default or Event of Default under the Credit Agreement or this Guaranty.

2.15 Set Off. In addition to any other rights any Secured Party may have under law or in equity, if any amount shall at any time be due and owing by any Guarantor to any Secured Party under this Guaranty, such Secured Party is authorized at any time or from time to time, without notice (any such notice being hereby expressly waived), to set off and to appropriate and to apply any and all deposits (general or special, including indebtedness evidenced by certificates of deposit, whether matured or unmatured and any other indebtedness of such Secured Party owing to such Guarantor) and any other property of such Guarantor held by any Secured Party to or for the credit or the account of such Guarantor against and on account of the Guaranteed Obligations and liabilities of such Guarantor to any Secured Party under this Guaranty; provided, in the event that any Defaulting Lender shall exercise any such right of setoff, (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.20 of the Credit Agreement and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Bank and the Lenders, and (b) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. Each Secured Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application (although the failure to provide any such notice shall not affect any such setoff or result in any liability to such Secured Party).

2.16 Completion; Discharge of Liens.

(a) (i) If an Event of Default has occurred and is continuing, (ii) if the Administrative Agent has the right to cause Borrower to terminate any Development Agreement and replace the applicable counterparty thereunder pursuant to clauses (i) through (iii) of Section 5.08(c) of the Credit Agreement, and (iii) following written demand from the Administrative Agent, Guarantor fails to promptly perform, or cause to be performed, any of its Completion Obligations, the Administrative Agent (or its nominee) may thereafter, in its sole and absolute discretion, and without any obligation to do so, elect to pay or perform on behalf of Guarantor any or all of the Guaranteed Obligations identified in the Agent's written demand that is necessary to achieve Final Completion of the Project or any other Completion Obligations and Carry Obligations. If the Administrative Agent does undertake to pay or perform any of the Guaranteed Obligations pursuant to the immediately preceding sentence, Guarantor shall be responsible for all of the Administrative Agent's (or its nominee's) out-of-pocket costs whether or not such Person's efforts have resulted in Completion and whether those costs are contemplated by, or in excess of, the amounts set forth in, the Project Budget.

(b) In performing any work pursuant to this Section 2.16, the Administrative Agent (or its nominee) shall have the right, without notice to, or consent of, Guarantor (or Borrower or any other guarantor) to: (i) make such changes as the Administrative Agent (or its nominee) deems appropriate to any budget, including the Project Budget, and the Project Schedule, and the Final Plans and Specifications so long as the same do not materially increase the scope of the Project or result in excess costs for which Guarantor would be responsible under this Guaranty; (ii) modify, terminate, or replace existing Construction Contracts; (iii) perform such other acts as the Administrative Agent (or its nominee) deems reasonably necessary and appropriate for Completion of all or any portion of the Project; and (iv) exercise any or all rights and remedies the

Administrative Agent may have available at law, in equity, under any Loan Document or otherwise.

(c) Without duplication of other payments due under this Section 2.16 above, Guarantor shall reimburse the Administrative Agent for all of the Administrative Agent's reasonable, out-of-pocket costs incurred in discharging any Lien (other than the Permitted Encumbrances) in favor of any Person providing labor or materials relating to the Project.

2.17 Representations and Warranties. Each Guarantor acknowledges and agrees that it is familiar with the Credit Agreement and the representations and warranties applicable to it thereunder. The representations and warranties contained in Section 3 of the Credit Agreement, insofar as the representations and warranties contained therein are applicable to any Guarantor and its properties, are true and correct in all material respects (or, to the extent a representation and warranty contains a materiality or Material Adverse Effect qualification, in all respects), and shall be true and correct in all material respects (or, to the extent a representation and warranty contains a materiality or Material Adverse Effect qualification, in all respects) on each day on which such representations and warranties will be repeated in accordance with the Loan Documents (except to the extent they relate to any earlier date in which case they shall be true and correct in all material respects (or, to the extent a representation and warranty contains a materiality or Material Adverse Effect qualification, in all respects) as of such earlier date), each representation and warranty set forth in Section 3 of the Credit Agreement (insofar as applicable as aforesaid) and all other terms of the Credit Agreement to which reference is made therein, together with all related definitions and ancillary provisions, being hereby incorporated into this Guaranty by this reference as though specifically set forth in this Section 2.17, *mutatis mutandis*.

2.18 Covenants. Each Guarantor acknowledges and agrees that it is familiar with the Credit Agreement and the covenants applicable to it thereunder. Each Guarantor covenants and agrees that, at all times prior to the Termination Date, it will perform, comply with and be bound by all of the agreements, covenants and obligations contained in Sections 5 and 6 of the Credit Agreement, which are applicable to such Guarantor, each such agreement, covenant and obligation contained in Sections 5 and 6 of the Credit Agreement, together with all related definitions and ancillary provisions, being hereby incorporated into this Guaranty by this reference as though specifically set forth in this Section 2.18, *mutatis mutandis*.

SECTION 3. MISCELLANEOUS

3.1 Survival of Warranties. All agreements, representations and warranties made herein shall survive the execution and delivery of this Guaranty and the other Loan Documents and any increase in the Commitments under the Credit Agreement.

3.2 Notices. Any communications between the Administrative Agent and any Guarantor and any notices or requests provided herein to be given may be given in accordance with Section 10.01 of the Credit Agreement, to each party hereto at its address set forth in the Credit Agreement, on the signature pages hereof or to such other addresses as each such party may in writing hereafter indicate. Any notice, request or demand to or upon the Administrative Agent or any Guarantor shall not be effective until received.

3.3 Severability. In case any provision in or obligation under this Guaranty shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

3.4 Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Guaranty, and no consent to any departure by any Guarantor therefrom, shall in any event be effective without the written concurrence of (a) the Required Lenders or (b) the Administrative Agent (at the direction of the Required Lenders) and, in the case of any such amendment or modification, each Guarantor. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

3.5 Headings. Section headings in this Guaranty are included herein for convenience of reference only and shall not constitute a part of this Guaranty for any other purpose or be given any substantive effect.

3.6 Applicable Law; Rules of Construction. THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF THE GUARANTORS AND THE SECURED PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK.

3.7 Successors and Assigns. This Guaranty is a continuing guaranty and shall be binding upon each Guarantor and its respective successors and assigns. This Guaranty shall inure to the benefit of the Secured Parties and their respective successors and assigns. No Guarantor shall assign this Guaranty or any of the rights or obligations of such Guarantor hereunder without the prior written consent of the Administrative Agent (acting with the consent of the requisite percentage of Lenders pursuant to the Credit Agreement). Any Secured Party may, without notice or consent, assign its interest in this Guaranty in whole or in part, provided that any assignee shall be a Secured Party under the Credit Agreement. The terms and provisions of this Guaranty shall inure to the benefit of any transferee or assignee of any Commitments or Loan, and in the event of such transfer or assignment the rights and privileges herein conferred upon such Secured Party shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions hereof.

3.8 Consent to Jurisdiction.

(a) Each Guarantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the City of New York, Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Guaranty and the other Loan Documents or for recognition or enforcement of any judgment, and each Guarantor hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. Each Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each Guarantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Guaranty and the other Loan Documents or for recognition or enforcement of any judgment in any New York State court or Federal court of the United States of America sitting in the City of New York, Borough of Manhattan or other New York jurisdiction as set forth in Section 3.8(a) above. Each Guarantor hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each Guarantor designates and appoints Greenberg Traurig, LLP, Office #39-60, Metlife Building, 200 Park Avenue, New York, New York 10166, Attention: Managing Clerk, as its authorized agent to accept and acknowledge on its behalf personal service of process which may be served in any suit, action or proceeding in the aforesaid New York state or Federal courts, and agrees that service of process upon said agent in accordance with law at said address and written notice of said service mailed or delivered to Borrower in the manner provided herein shall be deemed in every respect effective service of process upon Borrower in any such suit, action or proceeding in the state of New York. Each Guarantor shall maintain an agent to receive service of process in New York at all times until the Obligations are indefeasibly repaid in full.

3.9 Waiver of Jury Trial. EACH GUARANTOR, AND, BY ITS ACCEPTANCE HEREOF, ADMINISTRATIVE AGENT, HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY AND THE OTHER LOAN DOCUMENTS. EACH GUARANTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH SECURED PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT THE SECURED PARTIES HAVE BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS TO WHICH THEY ARE A PARTY, BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.9.

3.10 No Other Writing. This writing is intended by the Guarantors and the Secured Parties as the final expression of this Guaranty and is also intended as a complete and exclusive statement of the terms of their agreement with respect to the matters covered hereby. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify any terms of this Guaranty. There are no conditions to the full effectiveness of this Guaranty.

3.11 Further Assurances. At any time or from time to time, upon the request of the Administrative Agent, each Guarantor shall execute and deliver such further documents and do such other acts and things as the Administrative Agent may reasonably request in order to effect fully the purposes of this Guaranty.

3.12 New York Provisions. Guarantor acknowledges and agrees that this Guaranty is, and is intended to be, an instrument for the payment of money only, as such phrase is used in Section 3213 of the Civil Practice Law and Rules of the State of New York, that Guarantor has been fully advised by its counsel of Secured Party's rights and remedies pursuant to such Section 3213 and that Guarantor expressly waives any right, and hereby agrees not, to assert that this Guaranty is not such an instrument.

3.13 Counterparts; Effectiveness. This Guaranty may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall be deemed an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Guaranty by facsimile transmission, "pdf" or similar electronic copy shall be as effective as delivery of a manually signed counterpart of this Guaranty. Any party hereto may request an original counterpart of any party delivering such electronic counterpart. A set of the copies of this Guaranty signed by all the parties shall be lodged with the Borrower and the Administrative Agent. This Guaranty shall become effective as to each Guarantor upon the execution of a counterpart hereof by such Guarantor (whether or not a counterpart hereof shall have been executed by any other Guarantor) and receipt by the Administrative Agent of written or telephonic notification of such execution and authorization of delivery thereof.

3.14 Administrative Agent as Agent.

(a) The Administrative Agent has been appointed to act as Administrative Agent hereunder by the Secured Parties. The Administrative Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action, solely in accordance with this Guaranty and the Loan Documents; provided that the Administrative Agent shall exercise, or refrain from exercising, any remedies hereunder in accordance with the instructions of the Required Lenders. In furtherance of the foregoing provisions of this Section 3.14, each Secured Party, by its acceptance of the benefits hereof, agrees that, except to the extent specifically provided herein, it shall have no right individually to enforce this Guaranty, it being understood and agreed by such that all rights and remedies hereunder may be exercised solely by the Administrative Agent for the benefit of the Secured Parties in accordance with the terms of this Section 3.14.

(b) The Administrative Agent shall at all times be the same Person that is the Administrative Agent under the Credit Agreement. Written notice of resignation by the Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute notice of resignation as the Administrative Agent under this Guaranty; removal of the Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute removal as the Administrative Agent under this Guaranty; and appointment of a successor Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute appointment of a successor Administrative Agent under this Guaranty. Upon the acceptance of any appointment as the Administrative Agent under the terms of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent under this Guaranty, and the retiring or removed Administrative Agent under this Guaranty shall promptly (i) transfer to such successor Administrative Agent all sums held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the

successor Administrative Agent under this Guaranty, and (ii) take such other actions as may be necessary or appropriate in connection with the assignment to such successor Administrative Agent of the rights created hereunder, whereupon such retiring or removed Administrative Agent shall be discharged from its duties and obligations under this Guaranty. After any retiring or removed Administrative Agent's resignation or removal hereunder as the Administrative Agent, the provisions of this Guaranty shall inure to its benefit as to any actions taken or omitted to be taken by it under this Guaranty while it was the Administrative Agent hereunder.

3.15 Joint and Several. The representations, warranties, covenants, obligations and liabilities of each Guarantor are joint and several.

3.16 Termination. Notwithstanding anything to the contrary contained in this Guaranty, this Guaranty and the obligations of Guarantor hereunder shall terminate upon the full and indefeasible repayment in cash of the Obligations.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned Guarantors has caused this Guaranty to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GUARANTOR:

ALLEGIANT TRAVEL COMPANY,
as the Guarantor

By: _____
Name: John Redmond
Title: President

ALLEGIANT AIR, LLC,
as a Subsidiary Guarantor

By: _____
Name: John Redmond
Title: President

SUNRISE ASSET MANAGEMENT, LLC, as a Subsidiary Guarantor

By: _____
Name: Gregory Anderson
Title: President

ALLEGIANT VACATIONS, LLC,
as a Subsidiary Guarantor

By: _____
Name: Gregory Anderson
Title: Chief Financial Officer

[signatures continue on next page]

AFH, INC.,
as a Subsidiary Guarantor

By: _____
Name: Gregory Anderson
Title: Chief Financial Officer

G4 PROPERTIES, LLC,
as a Subsidiary Guarantor

By: _____
Name: Gregory Anderson
Title: Chief Financial Officer

G4 WORKS, LLC,
as a Subsidiary Guarantor

By: _____
Name: Gregory Anderson
Title: President

ALLEGIANT COMMERCIAL PROPERTIES, INC.,
as a Subsidiary Guarantor

By: _____
Name: John Redmond
Title: President

ALLEGIANT COMMERCIAL PROPERTIES MISSOURI, LLC,
as a Subsidiary Guarantor

By: _____
Name: John Redmond
Title: President

[signatures continue on next page]

DUSTLAND, LLC,
as a Subsidiary Guarantor

By: _____
Name: Gregory Anderson
Title: President

SFI EQUITY HOLDCO, INC.,
as the Borrower Parent

By: _____
Name: John Redmond
Title: President

EXHIBIT A

Subsidiary Guarantors

1. Allegiant Air LLC
2. Sunrise Asset Management, LLC
3. Allegiant Vacations, LLC
4. AFH, Inc.
5. G4 Properties, LLC
6. G4 Works LLC
7. Allegiant Commercial Properties, Inc.
8. Allegiant Commercial Properties Missouri, LLC
9. Dustland, LLC

This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].

AIRCRAFT GENERAL TERMS AGREEMENT

WJE-AGTA

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

TABLE OF CONTENTS

ARTICLES		PAGE NUMBER
1.	Subject Matter of Sale	3
2.	Price, Taxes, and Payment	3
3.	Regulatory Requirements and Certificates	5
4.	Detail Specification; Changes	6
5.	Representatives, Inspection, Demonstration Flights, Test Data and Performance Guarantee Compliance.	6
6.	Delivery	7
7.	Excusable Delay	7
8.	Risk Allocation/Insurance	8
9.	Assignment, Resale, or Lease	9
10.	Termination of Purchase Agreements for Certain Events	10
11.	Notices	11
12.	Miscellaneous	13

EXHIBITS		PAGE NUMBER
A	Buyer Furnished Equipment Provisions Document	EXA 1
B	Customer Support Document	EXB 1
C	Product Assurance Document	EXC 1

APPENDICES		PAGE NUMBER
I	Insurance Certificate	A-1
II	Purchase Agreement Assignment	A-5
III	Post-Delivery Sale Notice	A-11
IV	Post-Delivery Lease Notice	A-13
V	Purchaser's/Lessee's Agreement	A-16
VI	Owner Appointment of Agent – Warranties	A-19
VII	Contractor Confidentiality Agreement	A-22
VIII	Post-Delivery Sale with Lease to Seller	A-26
IX	Sale with Lease	A-29
X	Post-Delivery Security	A-33

AIRCRAFT GENERAL TERMS AGREEMENT NUMBER WJE-AGTA

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

relating to

BOEING AIRCRAFT

This Aircraft General Terms Agreement Number WJE-AGTA (**AGTA**) between The Boeing Company, a Delaware corporation, (**Boeing**) and Allegiant Air, LLC, a State of Nevada limited liability company, (**Customer**) will apply to all Boeing aircraft contracted for purchase from Boeing by Customer after the effective date of this AGTA.

Article 1. Subject Matter of Sale.

1.1 Aircraft. Boeing will manufacture and sell to Customer and Customer will purchase from Boeing aircraft under purchase agreements that incorporate the terms and conditions of this AGTA.

1.2 Buyer Furnished Equipment. Exhibit A, Buyer Furnished Equipment Provisions Document to the AGTA, contains the obligations of Customer and Boeing with respect to equipment purchased and provided by Customer, which Boeing will receive, inspect, store, and install in an aircraft before delivery to Customer. This equipment is defined as Buyer Furnished Equipment (**BFE**).

1.3 Customer Support. Exhibit B, Customer Support Document to the AGTA, contains the obligations of Boeing relating to Materials (as defined in Part 3 thereof), training, services, and other things in support of aircraft.

1.4 Product Assurance. Exhibit C, Product Assurance Document to the AGTA, contains the obligations of Boeing and the suppliers of equipment installed in each aircraft at delivery relating to warranties, patent indemnities, software copyright indemnities, and service life policies.

Article 2. Price, Taxes, and Payment.

2.1 Price.

2.1.1 **Airframe Price** is defined as the price of the airframe for a specific model of aircraft described in a purchase agreement. (For certain model aircraft, as reflected in the purchase agreement, the Airframe Price includes the engine price at its basic thrust level.)

2.1.2 **Optional Features Prices** are defined as the prices for optional features selected by Customer for a specific model of aircraft described in a purchase agreement.

2.1.3 **Engine Price** is defined as the price set by the engine manufacturer for a specific engine to be installed on the model of aircraft described in a purchase agreement (not applicable to certain models of aircraft as reflected in the purchase agreement).

2.1.4 **Aircraft Basic Price** is defined as the sum of the Airframe Price, Optional Features Prices, and the Engine Price, if applicable.

2.1.5 **Escalation Adjustment** is defined as the price adjustment to the Airframe Price (which includes the basic engine price for certain models of aircraft as reflected in the purchase agreement) and the Optional Features Prices resulting from the calculation using the economic price formula contained in the Airframe and Optional Features Escalation Adjustment supplemental exhibit to the applicable purchase agreement. The price adjustment to the Engine Price will be calculated using the economic price formula in the Engine Escalation Adjustment supplemental exhibit to the applicable purchase agreement when the Airframe Price does not include the engine price at its basic thrust level as reflected in the purchase agreement.

2.1.6 **Advance Payment Base Price** is defined as the estimated price of an aircraft rounded to the nearest thousand U. S. dollars, as of the date of signing a purchase agreement, for the scheduled month of delivery of such aircraft using commercial forecasts of the Escalation Adjustment.

2.1.7 **Aircraft Price** is defined as the total amount Customer is to pay for an aircraft at the time of delivery, which is the sum of the Aircraft Basic Price, the Escalation Adjustment, and other price adjustments made pursuant to the purchase agreement.

2.2 Taxes.

2.2.1 **Taxes** are defined as all taxes, fees, charges, or duties and any interest, penalties, fines, or other additions to tax, including, but not limited to sales, use, value added, gross receipts, stamp, excise, transfer, and similar taxes imposed by any domestic or foreign taxing authority, arising out of or in connection with the performance of the applicable purchase agreement or the sale, delivery, transfer, or storage of any aircraft, BFE, or other things furnished under the applicable purchase agreement. Except for U.S. federal and South Carolina state income taxes imposed on Boeing or Boeing's assignee, and Washington State business and occupation taxes imposed on Boeing or Boeing's assignee, Customer will be responsible for and pay all Taxes. Customer is responsible for filing all tax returns, reports, declarations and payment of any taxes related to or imposed on BFE.

2.2.2 Reimbursement of Boeing. Customer will promptly reimburse Boeing on demand, net of additional taxes thereon, for any Taxes that are imposed on and paid by Boeing or that Boeing is responsible for collecting.

2.3 Payment.

2.3.1 Advance Payment Schedule. Customer will make advance payments to Boeing for each aircraft in the amounts and on the dates indicated in the schedule set forth in the applicable purchase agreement.

2.3.2 Payment at Delivery. Customer will pay any unpaid balance of the Aircraft Price at the time of delivery of each aircraft.

2.3.3 Form of Payment. Customer will make all payments to Boeing by unconditional wire transfer of immediately available funds in United States Dollars in a bank account in the United States designated by Boeing.

2.3.4 Monetary and Government Regulations. Customer is responsible for complying with all monetary control regulations and for obtaining necessary governmental authorizations related to payments.

Article 3. Regulatory Requirements and Certificates.

3.1 Certificates. Boeing will manufacture each aircraft to conform to the appropriate Type Certificate issued by the United States Federal Aviation Administration (**FAA**) for the specific model of aircraft and will obtain from the FAA and furnish to Customer at delivery of each aircraft either a Standard Airworthiness Certificate or an Export Certificate of Airworthiness issued pursuant to Part 21 of the Federal Aviation Regulations.

3.2 FAA or Applicable Regulatory Authority Manufacturer Changes.

3.2.1 A **Manufacturer Change** is defined as any change to an aircraft, data relating to an aircraft, or testing of an aircraft required by the FAA to obtain a Standard Airworthiness Certificate or by the country of import and/or registration to obtain an Export Certificate of Airworthiness.

3.2.2 Boeing will bear the cost of incorporating all Manufacturer Changes into the aircraft:

(i) resulting from requirements issued by the FAA prior to the date of the Type Certificate for the applicable aircraft; and

(ii) resulting from requirements issued by the FAA prior to the date of the applicable purchase agreement.

3.2.3 Customer will pay Boeing's charge for incorporating all other Manufacturer Changes into the aircraft, including all changes for validation of an aircraft required by any governmental agency of the country of import and/or registration.

3.3 FAA Operator Changes.

3.3.1 An **Operator Change** is defined as a change in equipment that is required by Federal Aviation Regulations which (i) is generally applicable to transport category aircraft to be used in United States certified air carriage and (ii) the required compliance date is on or before the scheduled delivery month of the aircraft.

3.3.2 Boeing will deliver each aircraft with Operator Changes incorporated or, at Boeing's option, with suitable provisions for the incorporation of such Operator Changes, and Customer will pay Boeing's applicable charges.

3.4 Export License. If an export license is required by United States law or regulation for any aircraft or any other things delivered under the purchase agreement, it is Customer's obligation to obtain such license. If requested, Boeing will assist Customer in applying for any such export license. Customer will furnish any required supporting documents.

Article 4. Detail Specification; Changes.

4.1 Configuration Changes. The **Detail Specification** is defined as the Boeing document that describes the configuration of each aircraft purchased by Customer. The Detail Specification for each aircraft may be amended (i) by Boeing to reflect the incorporation of Manufacturer Changes and Operator Changes or (ii) by the agreement of the parties. In either case the amendment will describe the particular changes to be made and any effect on design, performance, weight, balance, scheduled delivery month, Aircraft Basic Price, Aircraft Price, and/or Advance Payment Base Price.

4.2 Development Changes. **Development Changes** are defined as changes to aircraft that do not affect the Aircraft Price or scheduled delivery month, and do not adversely affect guaranteed weight, guaranteed performance, or compliance with the interchangeability or replaceability requirements set forth in the applicable Detail Specification. Boeing may, at its option, incorporate Development Changes into the Detail Specification and into an aircraft prior to delivery to Customer.

4.3 Notices. Boeing will promptly notify Customer of any amendments to a Detail Specification.

Article 5. Representatives, Inspection, Demonstration Flights, Test Data and Performance Guarantee Compliance.

5.1 Office Space. Twelve (12) months before delivery of the first aircraft purchased, and continuing until the delivery of the last aircraft on firm order, Boeing will furnish, free of charge, suitable office space and equipment for the accommodation of up to three representatives of Customer in or conveniently located near the assembly plant.

5.2 Inspection. Customer's representatives may inspect each aircraft at any reasonable time, provided such inspection does not interfere with Boeing's performance.

5.3 Demonstration Flights. Prior to delivery, Boeing will fly each aircraft up to four hours to demonstrate to Customer the function of the aircraft and its equipment using Boeing's production flight test procedures. Customer may designate up to five representatives to participate as observers.

5.4 Test Data; Performance Guarantee Compliance. **Performance Guarantees** are defined as the written guarantees in a purchase agreement regarding the operational performance of an aircraft. Boeing will furnish to Customer flight test

data obtained on an aircraft of the same model to evidence compliance with the Performance Guarantees. Performance Guarantees will be met if reasonable engineering interpretations and calculations based on the flight test data establish that the particular aircraft being delivered under the applicable purchase agreement would, if actually flown, comply with the guarantees.

5.5 Special Aircraft Test Requirements. Boeing may use an aircraft for flight and ground tests prior to delivery, without reduction in the Aircraft Price, if the tests are considered necessary by Boeing (i) to obtain or maintain the Type Certificate or Certificate of Airworthiness for the aircraft or (ii) to evaluate potential improvements that may be offered for production or retrofit incorporation.

Article 6. Delivery.

6.1 Notices of Delivery Dates. Boeing will notify Customer of the approximate delivery date of each aircraft at least thirty (30) days before the scheduled month of delivery and again at least fourteen (14) days before the scheduled delivery date.

6.2 Place of Delivery. Each aircraft will be delivered at a facility selected by Boeing in the same state as the primary assembly plant for the aircraft.

6.3 Bill of Sale. At delivery of an aircraft, Boeing will provide Customer a bill of sale conveying good title, free of encumbrances.

6.4 Delay. If Customer delays acceptance of an aircraft beyond the scheduled delivery date, Customer will reimburse Boeing for all costs incurred by Boeing as a result of the delay.

Article 7. Excusable Delay.

7.1 General. Boeing will not be liable for any delay in the scheduled delivery month of an aircraft or other performance under a purchase agreement caused by (i) acts of God; (ii) war or armed hostilities; (iii) government acts or priorities; (iv) fires, floods, or earthquakes; (v) strikes or labor troubles causing cessation, slowdown, or interruption of work; (vi) inability, after due and timely diligence, to procure materials, systems, accessories, equipment or parts; or (vii) any other cause to the extent such cause is beyond Boeing's control and not occasioned by Boeing's fault or negligence. A delay resulting from any such cause is defined as an **Excusable Delay**.

7.2 Notice. Boeing will give written notice to Customer (i) of a delay as soon as Boeing concludes that an aircraft will be delayed beyond the scheduled delivery month due to an Excusable Delay and, when known, (ii) of a revised delivery month based on Boeing’s appraisal of the facts.

7.3 Delay in Delivery of Twelve (12) Months or Less. If the revised delivery month is twelve (12) months or less after the scheduled delivery month, Customer will accept such aircraft when tendered for delivery, subject to the following:

7.3.1 The calculation of the Escalation Adjustment will be based on the previously scheduled delivery month.

7.3.2 The advance payment schedule will be adjusted to reflect the revised delivery month.

7.3.3 All other provisions of the applicable purchase agreement, including the BFE on-dock dates for the delayed aircraft, are unaffected by an Excusable Delay.

7.4 Delay in Delivery of More Than Twelve (12) Months. If the revised delivery month is more than twelve (12) months after the scheduled delivery month, either party may terminate the applicable purchase agreement with respect to such aircraft within thirty (30) days of the notice. If either party does not terminate the applicable purchase agreement with respect to such aircraft, all terms and conditions of the applicable purchase agreement will remain in effect.

7.5 Aircraft Damaged Beyond Repair. If an aircraft is destroyed or damaged beyond repair for any reason before delivery, Boeing will give written notice to Customer specifying the earliest month possible, consistent with Boeing's other contractual commitments and production capabilities, in which Boeing can deliver a replacement. Customer will have thirty (30) days from receipt of such notice to elect to have Boeing manufacture a replacement aircraft under the same terms and conditions of purchase, except that the calculation of the Escalation Adjustment will be based upon the scheduled delivery month in effect immediately prior to the date of such notice, or, failing such election, the applicable purchase agreement will terminate with respect to such aircraft. Boeing will not be obligated to manufacture a replacement aircraft if reactivation of the production line for the specific model of aircraft would be required.

7.6 Termination. Termination under this Article will discharge all obligations and liabilities of Boeing and Customer with respect to any aircraft and all related undelivered Materials (as defined in Exhibit B, Customer Support Document), training, services, and other things terminated under the applicable purchase agreement, except that Boeing will return to Customer, without interest, an amount equal to all advance payments paid by Customer for the aircraft. If Customer terminates the applicable purchase agreement as to any aircraft, Boeing may elect, by written notice to Customer within thirty (30) days, to purchase from Customer any BFE related to the aircraft at the invoice prices paid, or contracted to be paid, by Customer.

7.7 Exclusive Rights. The termination rights in this Article are in substitution for all other rights of termination or any claim arising by operation of law due to delays in performance covered by this Article.

Article 8. Risk Allocation/Insurance.

8.1 Title and Risk with Boeing.

8.1.1 Boeing's Indemnification of Customer. Until transfer of title to an aircraft to Customer, Boeing will indemnify and hold harmless Customer and Customer's observers from and against all claims and liabilities, including all expenses and attorneys' fees incident thereto or incident to establishing the right to indemnification, for injury to or death of any person(s), including employees of Boeing but not employees of Customer, or for loss of or damage to any property, including an aircraft, arising out of or in any way related to the operation of an aircraft during all demonstration and test

flights conducted under the provisions of the applicable purchase agreement, whether or not arising in tort or occasioned by the negligence of Customer or any of Customer's observers.

8.1.2 Definition of Customer. For the purposes of this Article, **Customer** is defined as Allegiant Air, its divisions, subsidiaries, affiliates, the assignees of each, and their respective directors, officers, employees, and agents.

8.2 Insurance.

8.2.1 Insurance Requirements. Customer will purchase and maintain insurance acceptable to Boeing and will provide a certificate of such insurance that names Boeing as an additional insured for any and all claims and liabilities for injury to or death of any person or persons, including employees of Customer but not employees of Boeing, or for loss of or damage to any property, including any aircraft, arising out of or in any way relating to Materials, training, services, or other things provided under Exhibit B of the AGTA, which will be incorporated by reference into the applicable purchase agreement, whether or not arising in tort or occasioned by the negligence of Boeing, except with respect to legal liability to persons or parties other than Customer or Customer's assignees arising out of an accident caused solely by a product defect in an aircraft. Customer will provide such certificate of insurance at least thirty (30) days prior to the scheduled delivery of the first aircraft under a purchase agreement. The insurance certificate will reference each aircraft delivered to Customer pursuant to each applicable purchase agreement. Annual renewal certificates will be submitted to Boeing before the expiration of the policy periods. The form of the insurance certificate, attached as Appendix I, states the terms, limits, provisions, and coverage's required by this Article 8.2.1. The failure of Boeing to demand compliance with this Article 8.2.1 in any year will not in any way relieve Customer of its obligations hereunder nor constitute a waiver by Boeing of these obligations.

8.2.2 Noncompliance with Insurance Requirements. If Customer fails to comply with any of the insurance requirements of Article 8.2.1 or if any of the insurers fails to pay a claim covered by the insurance or otherwise fails to meet any of insurer's obligations required by Appendix I, Customer will provide the same protection to Boeing as that required by Article 8.2.1 above.

8.2.3 Definition of Boeing. For purposes of this article, **Boeing** is defined as The Boeing Company, its divisions, subsidiaries, affiliates, assignees of each, and their respective directors, officers, employees, and agents.

Article 9. Assignment, Resale, or Lease.

9.1 Assignment. This AGTA and each applicable purchase agreement are for the benefit of the parties and their respective successors and assigns. No rights or duties of either party may be assigned or delegated, or contracted to be assigned or delegated, without the prior written consent of the other party, except:

9.1.1 Either party may assign its interest to a corporation that (i) results from any merger, reorganization, or acquisition of such party and (ii) acquires substantially all the assets of such party;

9.1.2 Boeing may assign any of its rights and duties to any wholly-owned subsidiary of Boeing.

9.2 Transfer by Customer at Delivery. Boeing will take any requested action reasonably required for the purpose of causing an aircraft, at time of delivery, to be subject to an equipment trust, conditional sale, lien, or other arrangement for Customer to finance the aircraft. However, no such action will require Boeing to divest itself of title to or possession of the aircraft until delivery of and payment for the aircraft. A sample form of assignment acceptable to Boeing is attached as Appendix II.

9.3 Post-Delivery Sale or Lease by Customer. If, following delivery of an aircraft, Customer sells or leases the aircraft (including any sale and lease-back to seller for financing purposes), Customer may assign some or all of its rights with respect to the aircraft under the applicable purchase agreement to the purchaser or lessee of such aircraft, and all such rights will inure to the benefit of such purchaser or lessee effective upon Boeing's receipt of the written agreement of the purchaser or lessee, in a form satisfactory to Boeing, to comply with all applicable terms and conditions of the applicable purchase agreement. Sample forms of notice to Boeing of such assignments giving examples of language acceptable to Boeing are attached as Appendices III, IV, VIII, IX and X.

9.4 Notice of Post-Delivery Sale or Lease. Customer will give notice to Boeing as soon as practicable of the sale or lease of an aircraft, including in the notice the name of the entity or entities with title and/or possession of such aircraft.

9.5 Exculpatory Clause in Post-Delivery Sale or Lease. If, following the delivery of an aircraft, Customer sells or leases such aircraft and obtains from the transferee any form of exculpatory clause protecting Customer from liability for loss of or damage to the aircraft, and/or related incidental or consequential damages, including without limitation loss of use, revenue, or profit, Customer shall obtain for Boeing the purchaser’s or lessee’s written agreement to be bound by terms and conditions substantially as set forth in Appendix V. This Article 9.5 applies only if purchaser or lessee has not provided to Boeing the written agreement described in Article 9.3 above.

9.6 Appointment of Agent - Warranty Claims. If, following delivery of an aircraft, Customer appoints an agent to act directly with Boeing for the administration of claims relating to the warranties under the applicable purchase agreement, Boeing will deal with the agent for that purpose, effective upon Boeing's receipt of the agent's written agreement, in a form satisfactory to Boeing, to comply with all applicable terms and conditions of the applicable purchase agreement. A sample form of agreement acceptable to Boeing is attached as Appendix VI.

9.7 No Increase in Boeing Liability. No action taken by Customer or Boeing relating to the resale or lease of an aircraft or the assignment of Customer's rights under the applicable purchase agreement will subject Boeing to any liability beyond that in the

applicable purchase agreement or modify in any way Boeing's obligations under the applicable purchase agreement.

Article 10. Termination of Purchase Agreements for Certain Events.

10.1 Termination. If either party:

(i) ceases doing business as a going concern, or suspends all or substantially all its business operations, or makes an assignment for the benefit of creditors, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts; or

(ii) petitions for or acquiesces in the appointment of any receiver, trustee or similar officer to liquidate or conserve its business or any substantial part of its assets; commences any legal proceeding such as bankruptcy, reorganization, readjustment of debt, dissolution, or liquidation available for the relief of financially distressed debtors; or becomes the object of any such proceeding, unless the proceeding is dismissed or stayed within a reasonable period, not to exceed sixty (60) days,

the other party may terminate any purchase agreement with respect to any undelivered aircraft, Materials, training, services, and other things by giving written notice of termination.

10.2 Repayment of Advance Payments. If Customer terminates the applicable purchase agreement under this Article, Boeing will repay to Customer, without interest, an amount equal to any advance payments received by Boeing from Customer with respect to undelivered aircraft.

Article 11. Notices.

All notices required by this AGTA or by any applicable purchase agreement will be written in English, will be effective on the date of receipt, and will be delivered or transmitted by any customary means to the appropriate address or number listed below:

Customer	Mail:	Allegiant Air, LLC Attention: Sr VP Corporate Finance and Treasurer
	Email:	Robert.Neal@allegiantair.com
	Facsimile:	702-851-7301
	Telephone:	702-830-8039

Boeing	Delivery or Courier:	Boeing Commercial Airplanes 1901 Oakesdale Avenue SW Renton, Washington 98057 U.S.A.
		Attention: Vice President - Contracts Mail Code 21-24
	Mail:	Boeing Commercial Airplanes P.O. Box 3707 Seattle, Washington 98124-2207 U.S.A.
		Attention: Vice President - Contracts Mail Code 21-24
	Facsimile:	(425) 237-1706
	Email:	BCAG.CorresMgnt@Boeing.com

Article 12. Miscellaneous.

12.1 Government Approval. Boeing and Customer will assist each other in obtaining any governmental consents or approvals required to effect certification and sale of aircraft under the applicable purchase agreement.

12.2 Headings. Article and paragraph headings used in this AGTA and in any purchase agreement are for convenient reference only and are not intended to affect the interpretation of this AGTA or any purchase agreement.

12.3 **GOVERNING LAW. THIS AGTA AND ANY PURCHASE AGREEMENT WILL BE INTERPRETED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, U.S.A., EXCEPT THAT WASHINGTON'S CHOICE OF LAW RULES WILL NOT BE INVOKED FOR THE PURPOSE OF APPLYING THE LAW OF ANOTHER JURISDICTION.**

12.4 Waiver/Severability. Failure by either party to enforce any provision of this AGTA or any purchase agreement will not be construed as a waiver. If any provision of this AGTA or any provision of any purchase agreement is held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of the AGTA or the applicable purchase agreement will remain in effect.

12.5 Survival of Obligations. The Articles and Exhibits of this AGTA including but not limited to those relating to insurance, DISCLAIMER AND RELEASE and the EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES will survive termination or cancellation of any purchase agreement or part thereof.

12.6 AGTA Changes. The intent of the AGTA is to simplify the standard contracting process for terms and conditions which are related to the sale and purchase of all Boeing aircraft. This AGTA has been mutually agreed to by the parties as of the date indicated below. From time to time the parties may elect, by mutual agreement to update, or modify the existing articles as written. If such changes are made, any existing

executed Purchase Agreement(s) will be governed by the terms and conditions of the Revision level of the AGTA in effect on the date of the executed Purchase Agreement.

AGREED AND ACCEPTED this

Date	
THE BOEING COMPANY	ALLEGIANT AIR, LLC
[...***...]	
Signature	Signature
[...***...]	Robert Neal
Printed name	Printed name
Attorney-in-Fact	Treasurer & SVP Corporate Finance
Title	Title

EXHIBIT A

to

AIRCRAFT GENERAL TERMS AGREEMENT

WJE-AGTA

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

BUYER FURNISHED EQUIPMENT PROVISIONS DOCUMENT

EXHIBIT A

BUYER FURNISHED EQUIPMENT PROVISIONS DOCUMENT

1. General.

Certain equipment to be installed in the aircraft is furnished to Boeing by Customer at Customer's expense. This equipment is designated Buyer Furnished Equipment (**BFE**) and is listed in the Detail Specification. Boeing will provide to Customer a BFE Requirements On-Dock/Inventory Document (**BFE Document**) or an electronically transmitted BFE Report which may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions relating to the in sequence installation of BFE as described in the applicable supplemental exhibit to a purchase agreement at the time of aircraft purchase.

2. Supplier Selection.

Customer will:

2.1 Select and notify Boeing of the suppliers of BFE items by those dates appearing in the applicable supplemental exhibit to a purchase agreement at the time of aircraft purchase.

2.2 Meet with Boeing and such selected BFE suppliers promptly after such election to:

2.2.1 complete BFE configuration design requirements for such BFE; and

2.2.2 confirm technical data submittal requirements for BFE certification.

3. Customer's Obligations.

Customer will:

3.1 comply with and cause the supplier to comply with the provisions of the BFE Document or BFE Report; including, without limitation,

3.1.1 deliver technical data (in English) to Boeing as required to support installation and FAA certification in accordance with the schedule provided by Boeing or as mutually agreed upon during the BFE meeting referred to in Article 2.2 above**;**

3.1.2 deliver BFE including production and/or flight training spares and BFE Aircraft Software to Boeing in accordance with the quantities, schedule, and other instructions provided therein;

3.1.3 ensure that all BFE Aircraft Software is delivered in compliance with Boeing’s then current standards for loadable systems; and

3.1.4 ensure that all BFE parts are delivered to Boeing with appropriate quality assurance documentation;

3.2 authorize Boeing to discuss all details of the BFE directly with the BFE suppliers;

3.3 authorize Boeing to conduct or delegate to the supplier quality source inspection and supplier hardware acceptance of BFE at the supplier location;

3.3.1 require supplier's contractual compliance to Boeing defined quality assurance requirements, source inspection programs and supplier delegation programs, including availability of adequate facilities for Boeing resident personnel; and

3.3.2 ensure that all BFE supplier's quality systems are approved to Boeing's then current standards for such systems;

3.4 obtain from supplier a non-exclusive, perpetual, royalty-free, irrevocable license for Boeing to copy BFE Aircraft Software. The license is needed to enable Boeing to load the software copies in (i) the aircraft's mass storage device (**MSD**), (ii) media (e.g., diskettes, CD-ROMs, etc.), (iii) the BFE hardware and/or (iv) an intermediate device or other media to facilitate copying of the BFE Aircraft Software into the aircraft's MSD, BFE hardware and/or media, including media as Boeing may deliver to Customer with the aircraft;

3.5 grant Boeing a license, extending the same rights set forth in paragraph 3.4 above, to copy: (i) BFE Aircraft Software and data Customer has modified and/or (ii) other software and data Customer has added to the BFE Aircraft Software;

3.6 provide necessary field service representation at Boeing's facilities to support Boeing on all issues related to the installation and certification of BFE;

3.7 obtain, directly from BFE suppliers, the overhaul data, provisioning data, related product support documentation and any warranty provisions applicable to the BFE;

3.8 resolve any difficulties that arise, including defective equipment, by working closely with Boeing and BFE suppliers;

3.9 modify, adjust, calibrate, re-test and/or update BFE and data to the extent necessary to obtain applicable FAA and U.S. Food and Drug Administration (**FDA**) approval and will bear the resulting expenses;

3.10 ensure that a proprietary information agreement is in place between Boeing and BFE suppliers prior to Boeing providing any documentation to such suppliers;

3.11 warrant that the BFE will comply with all applicable FARs and FDA sanitation requirements for installation and use in the aircraft at the time of delivery;

3.12 warrant that the BFE will meet the requirements of the applicable detail specification; and

3.13 provide equipment which is FAA certifiable at time of aircraft delivery, or obtain waivers from the applicable regulatory agency for non-FAA certifiable equipment.

4. Boeing's Obligations.

Other than as set forth below, Boeing will provide for the installation of and install the BFE and obtain certification of the aircraft with the BFE installed.

5. Nonperformance by Customer.

If Customer's nonperformance of obligations in this Exhibit and in the applicable supplemental exhibit to a purchase agreement, BFE Document or BFE Report causes a delay in the delivery of the aircraft or causes Boeing to perform out-of-sequence or additional work, Customer will reimburse Boeing for all resulting expenses and be deemed to have agreed to any such delay in aircraft delivery. In addition Boeing will have the right to:

5.1 provide and install specified equipment or suitable alternate equipment and increase the price of the aircraft accordingly; and/or

5.2 deliver the aircraft to Customer without the BFE installed.

6. Return of Equipment.

BFE not installed in the aircraft will be returned to Customer in accordance with Customer's instructions and at Customer's expense.

7. Title and Risk of Loss.

Title to and risk of loss of BFE will at all times remain with Customer or other owner. Boeing will have only such liability for BFE as a bailee for mutual benefit would have, but will not be liable for loss of use.

8. Interchange of BFE.

To properly maintain Boeing’s production flow and to preserve Boeing’s delivery commitments, Boeing reserves the right, if necessary, due to equipment shortages or failures, to interchange new items of BFE acquired from or for Customer with new items of the same part numbers acquired from or for other customers of Boeing. Used BFE acquired from Customer or from other customers of Boeing will not be interchanged.

9. Indemnification of Boeing.

Customer hereby indemnifies and holds harmless Boeing from and against all claims and liabilities, including costs and expenses (including attorneys' fees) incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including employees of Customer but not employees of Boeing, or for loss of or damage to any property, including any aircraft, arising out of or in any way connected with any nonconformance or defect in any BFE and whether or not arising in tort or occasioned by the negligence of Boeing. This indemnity will not apply with respect to any nonconformance or defect caused solely by Boeing's installation of the BFE.

10. Patent Indemnity.

Customer hereby indemnifies and holds harmless Boeing from and against all claims, suits, actions, liabilities, damages and costs arising out of any actual or alleged infringement of any patent or other intellectual property rights by BFE or arising out of the installation, sale or use of BFE by Boeing.

11. Definitions.

For the purposes of the above indemnities, the term **Boeing** includes The Boeing Company, its divisions, subsidiaries and affiliates, the assignees of each, and their directors, officers, employees and agents.

EXHIBIT B

to

AIRCRAFT GENERAL TERMS AGREEMENT

WJE-AGTA

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

CUSTOMER SUPPORT DOCUMENT

This document contains:

Part 1:	Boeing Maintenance and Flight Training Programs; Operations Engineering Support
Part 2:	Field and Engineering Support Services
Part 3:	Technical Information and Materials
Part 4:	Alleviation or Cessation of Performance
Part 5:	Protection of Proprietary Information and Proprietary Materials

EXHIBIT B
CUSTOMER SUPPORT DOCUMENT
PART 1: BOEING MAINTENANCE AND FLIGHT TRAINING PROGRAMS; OPERATIONS ENGINEERING SUPPORT

1. Boeing Training Programs.

1.1 Boeing will provide maintenance training and flight training programs to support the introduction of a specific model of aircraft into service. The training programs will consist of general and specialized courses and will be described in a Supplemental Exhibit to the applicable purchase agreement.

1.2 Boeing will conduct all training at Boeing's primary training facility for the model of aircraft purchased unless otherwise agreed.

1.3 All training will be presented in the English language. If translation is required, Customer will provide interpreters.

1.4 Customer will be responsible for all expenses of Customer's personnel. Boeing may transport Customer's personnel between their local lodging and Boeing's training facility.

2. Training Planning Conferences.

Customer and Boeing will conduct planning conferences approximately twelve (12) months before the scheduled delivery month of the first aircraft of a model to define and schedule the maintenance and flight training programs.

3. Operations Engineering Support.

3.1 As long as an aircraft purchased by Customer from Boeing is operated by Customer in scheduled revenue service, Boeing will provide operations engineering support. Such support will include:

3.1.1 assistance with the analysis and preparation of performance data to be used in establishing operating practices and policies for Customer's operation of aircraft;

3.1.2 assistance with interpretation of the minimum equipment list, the definition of the configuration deviation list and the analysis of individual aircraft performance;

3.1.3 assistance with solving operational problems associated with delivery and route-proving flights;

3.1.4 information regarding significant service items relating to aircraft performance or flight operations;

3.1.5 if requested by Customer, Boeing will provide operations engineering support during an aircraft ferry flight; and

3.1.6 assistance in developing an Extended Operations (**ETOPS**) plan for regulatory approval. Upon request, Boeing will provide one on-site visit to Customer’s

main base to assist with the development of their ETOPS operational program and to provide consultation related to ETOPS operational planning. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

4. Training at a Facility Other Than Boeing's.

If requested by Customer, Boeing will conduct the classroom portions of the maintenance and flight training (except for the Performance Engineer training courses) at a mutually acceptable alternate training site, subject to the following conditions:

4.1 Customer will provide acceptable classroom space, simulators (as necessary for flight training) and training equipment required to present the courses;

4.2 Customer will pay Boeing's then current per diem charge for each Boeing instructor for each day, or fraction thereof, that the instructor is away from their home location, including travel time;

4.3 Customer will reimburse Boeing for the actual costs of round-trip transportation for Boeing's instructors and the shipping costs of training Materials between the primary training facility and the alternate training site;

4.4 Customer will be responsible for all taxes, fees, duties, licenses, permits and similar expenses incurred by Boeing and its employees as a result of Boeing's providing training at the alternate site or incurred as a result of Boeing providing revenue service training; and

4.5 Those portions of training that require the use of training devices not available at the alternate site will be conducted at Boeing's facility or at some other alternate site.

5. General Terms and Conditions.

5.1 Boeing flight instructor personnel will not be required to work more than five (5) days per week, or more than eight (8) hours in any one twenty-four (24) hour period, of which not more than five (5) hours per eight hour workday will be spent in actual flying. These foregoing restrictions will not apply to ferry assistance or revenue service training services, which will be governed by FAA rules and regulations.

5.2 **Normal Line Maintenance** is defined as line maintenance that Boeing might reasonably be expected to furnish for flight crew training at Boeing's facility, and will include ground support and aircraft storage in the open, but will not include provision of spare parts. Boeing will provide Normal Line Maintenance services for any aircraft while the aircraft is used for flight crew training at Boeing's facility in accordance with the Boeing Maintenance Plan (Boeing document D6-82076) and the Repair Station Operation and Inspection Manual (Boeing document D6-25470). Customer will provide such services if flight crew training is conducted elsewhere. Regardless of the location of such training, Customer will be responsible for providing all maintenance items (other than those included in Normal Line Maintenance) required during the training, including, but not limited to, fuel, oil, landing fees and spare parts.

5.3 If the training is based at Boeing's facility, and the aircraft is damaged during such training, Boeing will make all necessary repairs to the aircraft as promptly

as possible. Customer will pay Boeing's reasonable charge, including the price of parts and materials, for making the repairs. If Boeing's estimated labor charge for the repair exceeds Twenty-five Thousand U.S. Dollars ($25,000), Boeing and Customer will enter into an agreement for additional services before beginning the repair work.

5.4 If the flight training is based at Boeing's facility, several airports in surrounding states may be used, at Boeing’s option. Unless otherwise agreed in the flight training planning conference, it will be Customer's responsibility to make arrangements for the use of such airports.

5.5 If Boeing agrees to make arrangements on behalf of Customer for the use of airports for flight training, Boeing will pay on Customer's behalf any landing fees charged by any airport used in conjunction with the flight training. At least thirty (30) days before flight training, Customer will provide Boeing an open purchase order against which Boeing will invoice Customer for any landing fees Boeing paid on Customer's behalf. The invoice will be submitted to Customer approximately sixty (60) days after flight training is completed, when all landing fee charges have been received and verified. Customer will pay to Boeing within thirty (30) days of the date of the invoice.

5.6 If requested by Boeing, in order to provide the flight training or ferry flight assistance, Customer will make available to Boeing an aircraft after delivery to familiarize Boeing instructor or ferry flight crew personnel with such aircraft. If flight of the aircraft is required for any Boeing instructor or ferry flight crew member to maintain an FAA license for flight proficiency or landing currency, Boeing will be responsible for the costs of fuel, oil, landing fees and spare parts attributable to that portion of the flight.

5.7 If any part of the training described in Article 1.1 of this Exhibit is not used by Customer within twelve (12) months after the delivery of the last aircraft under the relevant purchase agreement, Boeing will not be obligated to provide such training.

EXHIBIT B
CUSTOMER SUPPORT DOCUMENT
PART 2: FIELD AND ENGINEERING SUPPORT SERVICES

1. Field Service Representation.

Boeing will furnish field service representation to advise Customer with respect to the maintenance and operation of an aircraft (**Field Service Representatives**).

1.1 Field Service representation will be available at or near Customer's main maintenance or engineering facility beginning before the scheduled delivery month of the first aircraft and ending twelve (12) months after delivery of the last aircraft covered by a specific purchase agreement.

1.2 Customer will provide at no charge to Boeing suitable enclosed office space with walls and a lockable door that is separated from other OEMs and the airline, located at the Customer's facility or other site as mutually agreed. Customer will provide the necessary infrastructure (i.e. Local Area Network (**LAN**) lines) to enable wired high-speed internet capability in the office. As required, Customer will assist each Field Service Representative with visas, work permits, customs, mail handling, identification passes and formal introduction to local airport authorities.

1.3 Boeing Field Service Representatives are assigned to various airports around the world. Whenever Customer's aircraft are operating through any such airport, the services of Boeing's Field Service Representatives are available to Customer.

2. Engineering Support Services.

Boeing will, if requested by Customer, provide technical advisory assistance for any aircraft and Boeing Product (as defined in Part I of Exhibit C). Technical advisory assistance, provided from a Boeing facility or at a base designated by Customer as appropriate, will include:

2.1 Operational Problem Support. If Customer experiences operational problems with an aircraft, Boeing will analyze the information provided by Customer to determine the probable nature and cause of the problem and to suggest possible solutions.

2.2 Schedule Reliability Support. If Customer is not satisfied with the schedule reliability of a specific model of aircraft, Boeing will analyze information provided by Customer to determine the nature and cause of the problem and to suggest possible solutions.

2.3 Maintenance Cost Reduction Support. If Customer is concerned that actual maintenance costs of a specific model of aircraft are excessive, Boeing will analyze information provided by Customer to determine the nature and cause of the problem and to suggest possible solutions.

2.4 Aircraft Structural Repair Support. If Customer is designing structural repairs and desires Boeing's support, Boeing will analyze and comment on Customer's engineering releases relating to structural repairs not covered by Boeing's Structural Repair Manual.

2.5 Aircraft Modification Support. If Customer is designing aircraft modifications and requests Boeing's support, Boeing will analyze and comment on Customer's engineering proposals for changes in, or replacement of, systems, parts, accessories or equipment manufactured to Boeing's detailed design. Boeing will not analyze or comment on any major structural change unless Customer's request for such analysis and comment includes complete detailed drawings, substantiating information (including any information required by applicable government agencies), all stress or other appropriate analyses, and a specific statement from Customer of the substance of the review and the response requested.

2.6 Maintenance Engineering. Boeing will, at Customer's request, provide certain maintenance and ground operations support to Customer as further described in Supplemental Exhibit CS1 to the applicable purchase agreement.

2.7 Post-Delivery Service Support. Boeing will, at Customer's request, perform work on an aircraft after delivery but prior to the initial departure flight or upon the return of the aircraft to Boeing's facility prior to completion of that flight. In that event the following provisions will apply.

2.7.1 Boeing may rely upon the commitment authority of the Customer's personnel requesting the work.

2.7.2 As title and risk of loss has passed to Customer, the insurance provisions of Article 8.2 of the AGTA apply.

2.7.3 The provisions of the Boeing warranty in Part 2 of Exhibit C of this AGTA apply.

2.7.4 Customer will pay Boeing for requested work not covered by the Boeing warranty, if any.

2.7.5 The DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 11 of Part 2 of Exhibit C of this AGTA apply.

2.8 Additional Services. Boeing may, at Customer's request, provide additional services for an aircraft after delivery, which may include, but not be limited to, retrofit kit changes (kits and/or information), training, flight services, maintenance and repair of aircraft. Such additional services will be subject to a mutually acceptable price, schedule, scope of work and other applicable terms and conditions. The DISCLAIMER AND RELEASE and the EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 11 of Part 2 of Exhibit C of this AGTA and the insurance provisions in Article 8.2 of this AGTA will apply to any such work. Title to and risk of loss of any such aircraft will always remain with Customer.

EXHIBIT B
CUSTOMER SUPPORT DOCUMENT
PART 3: TECHNICAL INFORMATION AND MATERIALS

1. General.

Materials are defined as any and all items that are created by Boeing or a third party, which are provided directly or indirectly from Boeing and serve primarily to contain, convey or embody information. Materials may include either tangible embodiments (for example, documents or drawings), or intangible embodiments (for example, software and other electronic forms) of information but excludes Aircraft Software. **Aircraft Software** is defined as software that is installed on and used in the operation of the aircraft.

Boeing will furnish to Customer certain Materials to support the maintenance and operation of the aircraft to Customer. Such Materials will, if applicable, be prepared generally in accordance with Air Transport Association of America (**ATA**) iSpec 2200, entitled "Information Standards for Aviation Maintenance". Materials not covered by iSpec 2200 will be provided in a structure suitable for the Material's intended use. Materials will be in English and in the units of measure used by Boeing to manufacture an aircraft.

2. Materials Planning Conferences.

Customer and Boeing will conduct planning conferences approximately twelve (12) months before the scheduled delivery month of the first aircraft of a model in order to mutually determine the proper format and quantity of Materials to be furnished to Customer in support of the aircraft.

Customer may select one Boeing digital format as the delivery medium. Should a Boeing digital format not be available, Customer may select a reasonable quantity of printed format.

3. Information and Materials - Incremental Increase.

Should the delivery medium be of printed format, until one year after the month of delivery of the last aircraft covered by a specific purchase agreement, Customer may annually request in writing a reasonable increase in the quantity of printed Materials. Boeing will provide the additional quantity of printed Materials at no additional charge beginning with the next normal revision cycle. Customer may request a decrease in revision quantities at any time.

4. Advance Representative Copies.

All advance representative copies of Materials will be selected by Boeing from available sources. Such advance copies will be for advance planning purposes only.

5. Customized Materials.

All customized Materials will reflect the configuration of each aircraft as delivered.

6. Revisions.

6.1 Revision Service. The schedule for updating certain Materials will be identified in the planning conference. Such updates will reflect changes to Materials developed by Boeing.

6.2 Revisions Based on Boeing Service Bulletin Incorporation. If Boeing receives written notice that Customer intends to incorporate, or has incorporated, any Boeing service bulletin in an aircraft, Boeing will issue revisions to Materials with revision service reflecting the effects of such incorporation into such aircraft.

7. Supplier Technical Data.

7.1 For supplier-manufactured programmed airborne avionics components and equipment classified as Seller Furnished Equipment (**SFE**) which contain computer software designed and developed in accordance with Radio Technical Commission for Aeronautics Document No. RTCA/DO-178B dated December 1, 1992 (with an errata issued on March 26, 1999), or later as available, Boeing will request that each supplier of the components and equipment make software documentation available to Customer.

7.2 The provisions of this Article will not be applicable to items of BFE.

7.3 Boeing will furnish to Customer a document identifying the terms and conditions of the product support agreements between Boeing and its suppliers requiring the suppliers to fulfill Customer's requirements for information and services in support of the specific model of aircraft.

8. Buyer Furnished Equipment Data.

Boeing will incorporate BFE maintenance information into the customized Materials providing Customer makes the information available to Boeing at least nine (9) months prior to the scheduled delivery month of each of Customer's aircraft purchased under a purchase agreement. Boeing will incorporate such BFE maintenance information into the Materials prior to delivery of each such aircraft reflecting the configuration of that aircraft as delivered. Upon Customer's request, Boeing may provide update service after delivery to such information subject to the terms of Part 2, Article 2.8 (**Additional Services**). Customer agrees to furnish all BFE maintenance information in Boeing's standard digital format if Materials are to be delivered in Boeing's standard digital format.

9. Materials Shipping Charges.

Boeing will pay the reasonable transportation costs of the Materials. Customer is responsible for any customs clearance charges, duties, and taxes.

10. Customer's Shipping Address.

The Materials furnished to Customer hereunder are to be sent to a single address to be specified. Customer will promptly notify Boeing of any change to the address.

EXHIBIT B
CUSTOMER SUPPORT DOCUMENT
PART 4: ALLEVIATION OR CESSATION OF PERFORMANCE

1. Boeing will not be required to provide any services, training or other things at a facility designated by Customer if any of the following conditions exist:

1.1 a labor stoppage or dispute in progress involving Customer;

1.2 wars or warlike operations, riots or insurrections in the country where the facility is located;

1.3 any condition at the facility which, in the opinion of Boeing, is detrimental to the general health, welfare or safety of its personnel or their families;

1.4 the United States Government refuses permission to Boeing personnel or their families to enter into the country where the facility is located, or recommends that Boeing personnel or their families leave the country; or

1.5 After the location of Boeing personnel at the facility, Boeing further reserves the right, upon the occurrence of any of such events, to immediately and without prior notice to Customer relocate its personnel and their families.

1.6 Boeing will not be required to provide any Materials at a facility designated by Customer if the United States Government refuses permission to Boeing to deliver Materials to the country where the facility is located.

EXHIBIT B
CUSTOMER SUPPORT DOCUMENT
PART 5: PROTECTION OF PROPRIETARY INFORMATION AND PROPRIETARY MATERIALS

1. General.

All Materials provided by Boeing to Customer and not covered by a Boeing CSGTA or other agreement between Boeing and Customer defining Customer's right to use and disclose the Materials and included information will be covered by, and subject to the terms of this AGTA. Title to all Materials containing, conveying or embodying confidential, proprietary or trade secret information (**Proprietary Information**) belonging to Boeing or a third party (**Proprietary Materials**), will at all times remain with Boeing or such third party. Customer will treat all Proprietary Materials and all Proprietary Information in confidence and use and disclose the same only as specifically authorized in this AGTA.

2. License Grant.

Boeing grants to Customer a worldwide, non-exclusive, non-transferable license to use and disclose Proprietary Materials in accordance with the terms and conditions of this AGTA. Customer is authorized to make copies of Materials (except for Materials bearing the copyright legend of a third party), and all copies of Proprietary Materials will belong to Boeing and be treated as Proprietary Materials under this AGTA. Customer will preserve all proprietary legends, and all copyright notices on all Materials and insure the inclusion of those legends and notices on all copies.

3. Use of Proprietary Materials and Proprietary Information.

Customer is authorized to use Proprietary Materials and Proprietary Information for the purpose of: (i) operation, maintenance, repair, or modification of Customer's aircraft for which the Proprietary Materials and Proprietary Information have been specified by Boeing and (ii) development and manufacture of training devices and maintenance tools for use by Customer.

4. Providing of Proprietary Materials to Contractors.

Customer is authorized to provide Proprietary Materials to Customer's contractors for the sole purpose of maintenance, repair, or modification of Customer's aircraft for which the Proprietary Materials have been specified by Boeing. In addition, Customer may provide Proprietary Materials to Customer's contractors for the sole purpose of developing and manufacturing training devices and maintenance tools for Customer's use. Before providing Proprietary Materials to its contractor, Customer will first obtain a written agreement from the contractor by which the contractor agrees (i) to use the Proprietary Materials only on behalf of Customer, (ii) to be bound by all of the restrictions and limitations of this Part 5, and (iii) that Boeing is a third party beneficiary under the written agreement. Customer agrees to provide copies of all such written agreements to Boeing upon request and be liable to Boeing for any breach of those agreements by a contractor. A sample agreement acceptable to Boeing is attached as Appendix VII.

5. Providing of Proprietary Materials and Proprietary Information to Regulatory Agencies.

When and to the extent required by a government regulatory agency having jurisdiction over Customer or an aircraft, Customer is authorized to provide Proprietary Materials and to disclose Proprietary Information to the agency for use in connection with Customer's operation, maintenance, repair, or modification of such aircraft. Customer agrees to take all reasonable steps to prevent the agency from making any distribution, disclosure, or additional use of the Proprietary Materials and Proprietary Information provided or disclosed. Customer further agrees to notify Boeing immediately upon learning of any (i) distribution, disclosure, or additional use by the agency, (ii) request to the agency for distribution, disclosure, or additional use, or (iii) intention on the part of the agency to distribute, disclose, or make additional use of Proprietary Materials or Proprietary Information.

EXHIBIT C

to

AIRCRAFT GENERAL TERMS AGREEMENT

WJE-AGTA

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

PRODUCT ASSURANCE DOCUMENT

This document contains:

Part 1:	Exhibit C Definitions
Part 2:	Boeing Product Warranty
Part 3:	Boeing Service Life Policy
Part 4:	Supplier Warranty Commitment
Part 5:	Boeing Interface Commitment
Part 6	Boeing Indemnities against Patent and Copyright Infringement

EXHIBIT C
PRODUCT ASSURANCE DOCUMENT
PART 1: DEFINITIONS

Authorized Agent - Agent appointed by Customer to perform corrections and to administer warranties (see Appendix VI to the AGTA for a form acceptable to Boeing).

Average Direct Hourly Labor Rate - The average hourly rate (excluding all fringe benefits, premium-time allowances, social charges, business taxes and the like) paid by Customer to its Direct Labor employees.

Boeing Product - Any system, accessory, equipment, part or Aircraft Software that is manufactured by Boeing or manufactured to Boeing's detailed design with Boeing's authorization.

Boeing Warranty - The organization within Boeing responsible for administration of warranties between Boeing and Customer.

Correct(s) - To repair, modify, provide modification kits or replace with a new product.

Correction - A repair, a modification, a modification kit or replacement with a new product.

Corrected Boeing Product - A Boeing Product which is free of defect as a result of a Correction.

Direct Labor - Labor spent by Customer's direct labor employees to access, remove, disassemble, modify, repair, inspect and bench test a defective Boeing Product, and to reassemble, reinstall a Corrected Boeing Product and perform final inspection and testing.

Direct Materials - Items such as parts, gaskets, grease, sealant and adhesives, installed or consumed in performing a Correction, excluding allowances for administration, overhead, taxes, customs duties and the like.

Rogue Unit - A Boeing Product, on which an unscheduled removal due to breach of warranty occurs three (3) or more times both (i) within the warranty period and (ii) within either twelve (12) consecutive months or one thousand (1,000) consecutive operating hours.

Specification Control Drawing (SCD) - A Boeing document defining specifications for certain Supplier Products.

Supplier - The manufacturer of a Supplier Product.

Supplier Product - Any system, accessory, equipment, Part or Aircraft Software that is not manufactured to Boeing's detailed design. This includes but is not limited to parts manufactured to a SCD, all standards, and other parts obtained from non-Boeing sources.

EXHIBIT C
PRODUCT ASSURANCE DOCUMENT
PART 2: BOEING PRODUCT WARRANTY

1. Applicability.

This warranty applies to all Boeing Products. Warranties applicable to Supplier Products are in Part 4. Warranties applicable to engines will be provided by Supplemental Exhibits to purchase agreements.

2. Warranty.

2.1 Coverage. Boeing warrants that at the time of delivery:

(i) the aircraft will conform to the Detail Specification except for portions stated to be estimates, approximations or design objectives;

(ii) all Boeing Products will be free from defects in material, process of manufacture and workmanship, including the workmanship utilized to install Supplier Products, engines and BFE, and;

(iii) all Boeing Products will be free from defects in design, including selection of materials and the process of manufacture, in view of the state of the art at the time of design.

2.2 Exceptions. The following conditions do not constitute a defect under this warranty:

(i) conditions resulting from normal wear and tear;

(ii) conditions resulting from acts or omissions of Customer; and

(iii) conditions resulting from failure to properly service and maintain a Boeing Product.

3. Warranty Periods.

3.1 Warranty. The warranty period begins on the date of aircraft or Boeing Product delivery (**Delivery**) and ends at the applicable time specified in subsections 3.1 (i) through 3.1 (iii) below:

(i) for all Boeing aircraft models except 767, the warranty period ends forty-eight (48) months after Delivery;

(ii) for a Boeing Product installed at the time of delivery in a 787 model aircraft but not inspected during the initial forty-eight (48) month warranty period, the warranty period continues until the date upon which Customer first inspects such Boeing Product pursuant to its Boeing Maintenance Planning Data Document

but not later than twelve (12) years after Delivery of such 787 aircraft;

(iii) for Boeing aircraft model 767, the warranty period ends thirty-six (36) months after Delivery.

3.2 Warranty on Corrected Boeing Products. The warranty period applicable to a Corrected Boeing Product will begin on the date of delivery of the Corrected Boeing Product or date of delivery of the kit or kits furnished to Correct the Boeing Product and will be for the period specified immediately below:

(i) For Corrected Boeing Products which have been Corrected because of a defect in material, the applicable warranty period is the remainder of the initial warranty period for the defective Boeing Product.

(ii) For Corrected Boeing Products which have been Corrected because of defect in workmanship, the applicable warranty period is the remainder of the initial warranty or twelve (12) months following the date of delivery of the Corrected Boeing Product, whichever is longer.

(iii) For Corrected Boeing Products which have been Corrected because of a defect in design, the applicable warranty period is eighteen (18) months or the remainder of the initial warranty period, whichever is longer.

3.3 Survival of Warranties. All warranty periods are stated above. The Performance Guarantees will not survive delivery of the aircraft.

4. Remedies.

4.1 Correction Options. Customer may, at its option, either perform a Correction of a defective Boeing Product or return the Boeing Product to Boeing for Correction. During the warranty period, Boeing will not charge Customer for tests on Boeing Products returned to Boeing for Correction on which Boeing is unable to confirm the failure claimed, provided:

(i) Boeing's written instructions were followed by the Customer for testing the Boeing Product prior to its return to Boeing, and

(ii) Customer’s claim includes all applicable documentation of such tests with the returned Boeing Product, including but not limited to: Central Maintenance Computer (**CMC**), Flight Maintenance Computer System, (**FMCS**), Fault Isolation Manual (**FIM**), Engine Indicating and Crew Alerting System (**EICAS**) or Built In Test Equipment (**BITE**) messages.

4.2 Warranty Inspections. In addition to the remedies to Correct defects in Boeing Products described in Article 7.3, below, Boeing will reimburse Customer for the cost of Direct Labor to perform certain inspections of the aircraft to determine the occurrence of a condition Boeing has identified as a covered defect, provided the inspections are recommended by a service bulletin or service letter issued by Boeing during the warranty period.

Such reimbursement will not apply to any inspections performed after a Correction is available to Customer and Customer has had a reasonable time to incorporate the Correction, given the Customer's fleet size and maintenance schedule.

4.3 Rogue Units.

4.3.1 Upon written request, Boeing will lend Customer at no charge an interchangeable Boeing Product in exchange for a Rogue Unit. Within ten (10) calendar days of its receipt of the loaned Boeing Product, Customer will ship the Rogue Unit to Boeing. Customer will provide with the Rogue Unit verification of the following requirements:

(i) The removed Boeing Product failed three (3) times within twelve (12) consecutive months or one thousand (1,000) consecutive operating hours during the warranty period following initial delivery,

(ii) Removals were performed in compliance with flight or maintenance manuals approved by the FAA or the comparable regulatory agency for the country in which the aircraft is registered, and

(iii) Any Corrections or tests to the Boeing Product were performed by Customer according to the latest revision of the Boeing Component Maintenance Manual (**CMM**), according to written instructions from Boeing, or by Boeing.

4.3.2 Upon receipt of a Rogue Unit and the required verifications, Boeing will, at no-charge to Customer, either replace the Rogue Unit with a new Boeing Product or, if otherwise agreed, allow Customer to retain the loaned, Boeing Product.

5. Discovery and Notice.

5.1 For notice to be effective:

(i) the defect must be discovered during the warranty period; and

(ii) Boeing Warranty must receive written notice of the discovery no later than one hundred eighty (180) days after expiration of the warranty period. The notice must include sufficient information to substantiate the claim.

5.2 Receipt of Customer's or its Authorized Agent's notice of the discovery of a defect secures Customer's rights to remedies under this Exhibit C, even though a Correction is performed after the expiration of the warranty period.

5.3 Once Customer has given valid notice of the discovery of a defect, a claim will be submitted as soon as practicable after performance of the Correction.

5.4 Boeing may release service bulletins or service letters advising Customer of the availability of certain warranty remedies. When such advice is provided, Customer will be deemed to have fulfilled the requirements for discovery of the defect and submittal of notice under this Exhibit C as of the in-warranty date specified in industry support information in a service bulletin or service letter.

6. Filing a Claim.

6.1 Authority to File. Claims may be filed by Customer or its Authorized Agent. Appointment of an Authorized Agent will only be effective upon Boeing's receipt of the Authorized Agent's express written agreement, in a form satisfactory to Boeing, to be bound by and to comply with all applicable terms and conditions of this Aircraft General Terms Agreement.

6.2 Claim Information.

6.2.1 Claimant is responsible for providing sufficient information to substantiate Customer's rights to remedies under this Exhibit C. Boeing may reject a claim for lack of sufficient information. At a minimum, such information must include:

(i) identity of claimant;

(ii) serial or block number of the aircraft on which the defective Boeing Product was delivered;

(iii) part number and nomenclature of the defective Boeing Product;

(iv) purchase order number and date of delivery of the defective spare part;

(v) description and substantiation of the defect;

(vi) date the defect was discovered;

(vii) date the Correction was completed;

(viii) the total flight hours or cycles accrued, if applicable;

(ix) an itemized account of direct labor hours expended in performing the Correction;

(x) an itemized account of any direct materials incorporated in the Correction; and

(xi) for 787 model aircraft claims submitted after the forty-eight (48) month warranty period, the specific reference within the Boeing Maintenance Planning

Data Document to the inspection requirement for such Boeing Product.

6.2.2 Additional information may be required based on the nature of the defect and the remedies requested.

6.3 Boeing Claim Processing.

6.3.1 Any claim for a Boeing Product returned by Customer or its Authorized Agent to Boeing for Correction must accompany the Boeing Product. Any claim not associated with the return of a Boeing Product must be submitted signed and in writing directly by Customer or its Authorized Agent to Boeing Warranty by any of the methods identified in Article 11, "Notice," of the AGTA or through an internet portal and process specified by Boeing.

6.3.2 Boeing will promptly review the claim and will give notification of claim approval or rejection. If the claim is rejected, Boeing will provide a written explanation.

7. Corrections Performed by Customer or Its Authorized Agent.

7.1 Facilities Requirements. Provided Customer, its Authorized Agent or its third party contractor, as appropriate, are certified by the appropriate Civil Aviation Authority or Federal Aviation Authority, Customer or its Authorized Agent may, at its option, Correct defective Boeing Products at its facilities or may subcontract Corrections to a third party contractor.

7.2 Technical Requirements. All Corrections done by Customer, its Authorized Agent or a third party contractor must be performed in accordance with Boeing's applicable service manuals, bulletins or other written instructions, using parts and materials furnished or approved by Boeing.

7.3 Reimbursement.

7.3.1 Boeing will reimburse Customer's reasonable costs of Direct Materials and Direct Labor **by credit memorandum** (excluding labor hours expended for overhaul) at Customer's Warranty Labor Rate to Correct a defective Boeing Product. Claims for reimbursement must contain sufficient information to substantiate Direct Labor hours expended and Direct Materials consumed. Customer or its Authorized Agent may be required to produce invoices for materials.

7.3.2 Customer's established Warranty Labor Rate will be the greater of the standard labor rate or one hundred fifty percent (150%) of Customer's Average Direct Hourly Labor Rate. The standard labor rate paid by Boeing to its customers is established and published annually. Prior to or concurrently with submittal of Customer's first claim for Direct Labor reimbursement, Customer may notify Boeing of Customer's then current Average Direct Hourly Labor Rate and thereafter notify Boeing of any material change in such rate. Boeing will require information from Customer to substantiate such rates.

7.3.3 Reimbursement for Direct Labor hours to perform Corrections stated in a service bulletin will be based on the labor estimates in the service bulletin.

7.3.4 Boeing will provide to Customer a single, lump sum credit memorandum for Customer's Direct Labor hours expended to incorporate the Corrections (other than of random anomalies) identified in service bulletins and service letters in all in-warranty aircraft covered by such service bulletins or service letters after Customer's submission of a warranty claim and verification of the incorporation of such Corrections with respect to the first affected in-warranty aircraft. Such credit memoranda will not be provided in response to any other requests for reimbursement including, without limitation, those arising out of program letters or other special offers provided by Boeing.

7.3.5 Boeing will reimburse Customer's reasonable freight charges associated with a Correction of a defect on a Boeing Product performed by its Authorized Agent or a third party contractor.

7.3.6 Maximum Reimbursement. Unless previously agreed in writing, the maximum reimbursement for Direct Labor and Direct materials for repair of a defective Boeing Product will not exceed sixty-five percent (65%) of Boeing's then current sales price for a new replacement Boeing Product. Inspection, removal, reinstallation labor, final testing, inspection and transportation costs are separate and are not to be included in the cost elements used to determine the sixty-five percent (65%) limit. By mutual agreement between Customer and Boeing, Boeing may provide a replacement Product to Customer in lieu of credit reimbursement.

7.4 Disposition of Defective Boeing Products Beyond Economical Repair.

7.4.1 A defective Boeing Product found to be beyond economical repair (see paragraph **7.3.6**) will be retained for a period of thirty (30) days from the date Boeing receives Customer's claim. During the thirty (30) day period, Boeing may request return of such Boeing Products for inspection and confirmation of a defect.

7.4.2 After the thirty (30) day period, a defective Boeing Product with a value of Four Thousand U.S. Dollars ($4,000) or less may be scrapped without notification to Boeing. Boeing will reimburse Customer or its Authorized Agent for the charge for any item determined to be defective under this Aircraft General Terms Agreement. If such Boeing Product has a value greater than Four Thousand U.S. Dollars ($4,000), Customer must obtain confirmation of unrepairability by Boeing's on-site field service representative prior to scrapping. Confirmation may be in the form of the representative's signature on Customer's claim or through direct communication between the representative and Boeing Warranty.

8. Corrections Performed by Boeing.

8.1 Freight Charges. Customer or its Authorized Agent will pre-pay freight charges to return a Boeing Product to Boeing. If during the period of the applicable warranty Boeing determines the Boeing Product to be defective, Boeing will pre-pay shipping charges to return the Corrected Boeing Product. Boeing will reimburse Customer or its Authorized Agent for freight charges for Boeing Products returned to Boeing for Correction and determined to be defective.

8.2 Customer Instructions. The documentation shipped with the returned defective Boeing Product may include specific technical instructions for additional work

to be performed on the Boeing Product. The absence of such instructions will evidence Customer's authorization for Boeing to perform all necessary Corrections and work required to return the Boeing Product to a serviceable condition.

8.3 Correction Time Objectives.

8.3.1 Boeing's objective for making Corrections is ten (10) working days for avionics and electronic Boeing Products, thirty (30) working days for Corrections of other Boeing Products performed at Boeing's facilities and forty (40) working days for Corrections of other Boeing Products performed at a Boeing subcontractor's facilities. The objectives are measured from the date Boeing receives the defective Boeing Product and a valid claim to the date Boeing ships the Corrected Boeing Product.

8.3.2 If Customer has a critical parts shortage because Boeing has exceeded a Correction time objective and Customer has procured spare Boeing Products for the defective Boeing Product in quantities shown in Boeing's Recommended Spare Parts List (**RSPL**) then Boeing will either expedite the Correction or provide an interchangeable Boeing Product, on a no charge loan basis, until the Corrected Boeing Product is returned.

8.4 Title Transfer and Risk of Loss.

8.4.1 Title to and risk of loss of any Boeing Product returned to Boeing will at all times remain with Customer or any other title holder of such Boeing Product. While Boeing has possession of the returned Boeing Product, Boeing will have only such liabilities as a bailee for mutual benefit would have but will not be liable for loss of use.

8.4.2 If a Correction requires shipment of a new Boeing Product, then at the time Boeing ships the new Boeing Product, title to and risk of loss for the returned Boeing Product will pass to Boeing, and title to and risk of loss for the new Boeing Product will pass to Customer.

9. Returning an Aircraft.

9.1 Conditions. An aircraft may be returned to Boeing's facilities for Correction only if:

(i) Boeing and Customer agree a covered defect exists;

(ii) Customer lacks access to adequate facilities, equipment or qualified personnel to perform the Correction; and

(iii) it is not practical, in Boeing's estimation, to dispatch Boeing personnel to perform the Correction at a remote site.

9.2 Correction Costs. Boeing will perform the Correction at no charge to Customer. Subject to the conditions of Article 9.1, Boeing will reimburse Customer for the costs of fuel, oil, other required fluids and landing fees incurred in ferrying the aircraft to Boeing and back to Customer's facilities. Customer will minimize the length of both flights.

9.3 Separate Agreement. Prior to the return of an aircraft to Boeing, Boeing and Customer will enter into a separate agreement covering return of the aircraft and performance of the Correction. Authorization by Customer for Boeing to perform additional work that is not part of the Correction must be received within twenty-four (24) hours of Boeing's request. If such authorization is not received within twenty-four (24) hours, Customer will be invoiced for work performed by Boeing that is not part of the Correction.

10. Insurance.

The provisions of Article 8.2 "Insurance", of this AGTA, will apply to any work performed by Boeing in accordance with Customer's specific technical instructions to the extent any legal liability of Boeing is based upon the content of such instructions.

11. Disclaimer and Release; Exclusion of Liabilities.

11.1 DISCLAIMER AND RELEASE. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF BOEING AND THE REMEDIES OF CUSTOMER IN THIS EXHIBIT C ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF BOEING AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST BOEING, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THIS AGTA AND THE APPLICABLE PURCHASE AGREEMENT, INCLUDING, BUT NOT LIMITED TO:

(i) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;

(ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;

(iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING; AND

(iv) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT.

11.2 EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. BOEING WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING, OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THIS AGTA AND THE APPLICABLE PURCHASE AGREEMENT.

11.3 Definitions. For the purpose of this Article, "BOEING" or "Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each, and their respective directors, officers, employees and agents.

EXHIBIT C
PRODUCT ASSURANCE DOCUMENT
PART 3: BOEING SERVICE LIFE POLICY

1. Definitions.

Service Life Policy (**SLP**) Component - any of the primary structural elements (excluding industry standard parts), such as landing gear, wing, fuselage, vertical or horizontal stabilizer, listed in the applicable purchase agreement for a specific model of aircraft, either installed in the aircraft at time of delivery or purchased from Boeing by Customer as a spare part. The detailed SLP Component listing will be in Supplemental Exhibit SLP1 to each Purchase Agreement.

2. Service Life Policy.

2.1 SLP Commitment. If a failure is discovered in a SLP Component within the time periods specified in Article 2.2 below, Boeing will provide Customer a replacement SLP Component at the price calculated pursuant to Article 3, below.

2.2 SLP Policy Periods.

2.2.1 The policy period for SLP Components initially installed on an aircraft is twelve (12) years after the date of delivery of the aircraft except that for SLP Components initially installed on a 787 aircraft the policy period is fifteen (15) years after the date of delivery of the aircraft.

2.2.2 The policy period for SLP Components purchased from Boeing by Customer as spare parts is twelve (12) years from delivery of such SLP Component or twelve (12) years from the date of delivery of the last aircraft produced by Boeing of a specific model, whichever first expires, except that for the 787 aircraft such policy period is fifteen (15) years from delivery of such SLP Component or fifteen (15) years from the date of delivery of the last 787 aircraft produced by Boeing, whichever first expires.

3. Price.

The price Customer will pay for replacement of a failed SLP Component will be calculated pursuant to the following formulas:

(i) For 787 aircraft only:

$$P = \frac{C(T-48)}{132}$$

where:

P = price to Customer for the replacement part
C = SLP Component sales price at time of replacement
T = total age in months of the failed SLP Component from the date of delivery to Customer to the date of discovery of such condition and is greater than 48.

(ii) For all other aircraft models:

$$P = \frac{CT}{144}$$

where:

P = price to Customer for the replacement part
C = SLP Component sales price at time of replacement
T = total age in months of the failed SLP Component from the date of delivery to Customer to the date of discovery of such condition.

4. Conditions.

Boeing's obligations under this Part 3 of Exhibit C, "Boeing Service Life Policy," (**Policy**) are conditioned upon the following:

4.1 Customer must notify Boeing in writing of the failure within three (3) months after it is discovered.

4.2 Customer must provide reasonable evidence that the claimed failure is covered by this Policy and if requested by Boeing, that such failure was not the result of:

(i) a defect or failure in a component not covered by this Policy,

(ii) an extrinsic force,

(iii) an act or omission of Customer, or

(iv) operation or maintenance contrary to applicable governmental regulations or Boeing's instructions.

4.3 If return of a failed SLP Component is practicable and requested by Boeing, Customer will return such SLP Component to Boeing at Boeing's expense.

4.4 Customer's rights and remedies under this Policy are limited to the receipt of a Correction pursuant to Article 2 above.

5. Disclaimer and Release; Exclusion of Liabilities.

This Part 3 and the rights and remedies of Customer and the obligations of Boeing are subject to the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions of Article 11 of Part 2 of this Exhibit C.

EXHIBIT C
PRODUCT ASSURANCE DOCUMENT
PART 4: SUPPLIER WARRANTY COMMITMENT

1. Supplier Warranties and Supplier Patent and Copyright Indemnities.

Boeing will use diligent efforts to obtain warranties and indemnities against patent and copyright infringement enforceable by Customer from Suppliers of Supplier Products (except for BFE and engines) installed on the aircraft at the time of delivery that were selected and purchased by Boeing, but not manufactured to Boeing's detailed design. Boeing will furnish copies of the warranties and patent and copyright indemnities to Customer contained in Supplier Product Support and Assurance Agreements, prior to the scheduled delivery month of the first aircraft under the initial purchase agreement to the AGTA.

2. Boeing Assistance in Administration of Supplier Warranties.

Customer will be responsible for submitting warranty claims directly to Suppliers; however, if Customer experiences problems enforcing any Supplier warranty obtained by Boeing for Customer, Boeing will conduct an investigation of the problem and assist Customer in the resolution of those claims.

3. Boeing Support in Event of Supplier Default.

3.1 If the Supplier defaults in the performance of a material obligation under its warranty, and Customer provides evidence to Boeing that a default has occurred, then Boeing will furnish the equivalent warranty terms as provided by the defaulting Supplier.

3.2 At Boeing's request, Customer will assign to Boeing, and Boeing will be subrogated to, its rights against the Supplier provided by the Supplier warranty.

EXHIBIT C
PRODUCT ASSURANCE DOCUMENT
PART 5: BOEING INTERFACE COMMITMENT

1. Interface Problems.

An Interface Problem is defined as a technical problem in the operation of an aircraft or its systems experienced by Customer, the cause of which is not readily identifiable by Customer but which Customer believes to be attributable to either the design characteristics of the aircraft or its systems or the workmanship used in the installation of Supplier Products. In the event Customer experiences an Interface Problem, Boeing will, without additional charge to Customer, promptly conduct an investigation and analysis to determine the cause or causes of the Interface Problem. Boeing will promptly advise Customer at the conclusion of its investigation of Boeing's opinion as to the causes of the Interface Problem and Boeing's recommendation as to corrective action.

2. Boeing Responsibility.

If Boeing determines that the Interface Problem is primarily attributable to the design or installation of any Boeing Product, Boeing will correct the design or workmanship to the extent of any then existing obligations of Boeing under the provisions of the applicable Boeing Product warranty.

3. Supplier Responsibility.

If Boeing determines that the Interface Problem is primarily attributable to the design or installation of a Supplier Product, Boeing will assist Customer in processing a warranty claim against the Supplier.

4. Joint Responsibility.

If Boeing determines that the Interface Problem is partially attributable to the design or installation of a Boeing Product and partially to the design or installation of a Supplier Product, Boeing will seek a solution to the Interface Problem through the cooperative efforts of Boeing and the Supplier and will promptly advise Customer of the resulting corrective actions and recommendations.

5. General.

Customer will, if requested by Boeing, assign to Boeing any of its rights against any supplier as Boeing may require to fulfill its obligations hereunder.

6. Disclaimer and Release; Exclusion of Liabilities.

This Part 5 and the rights and remedies of Customer and the obligations of Boeing herein are subject to the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions of Article 11 of Part 2 of this Exhibit C.

EXHIBIT C
PRODUCT ASSURANCE DOCUMENT
PART 6: BOEING INDEMNITIES AGAINST PATENT AND COPYRIGHT INFRINGEMENT

1. Indemnity Against Patent Infringement.

Boeing will defend and indemnify Customer with respect to all claims, suits and liabilities arising out of any actual or alleged patent infringement through Customer's use, lease or resale of any aircraft or any Boeing Product installed on an aircraft at delivery.

2. Indemnity Against Copyright Infringement.

Boeing will defend and indemnify Customer with respect to all claims, suits and liabilities arising out of any actual or alleged copyright infringement through Customer's use, lease or resale of any Boeing created Materials and Aircraft Software installed on an aircraft at delivery.

3. Exceptions, Limitations and Conditions.

3.1 Boeing's obligation to indemnify Customer for patent infringement will extend only to infringements in countries which, at the time of the infringement, were party to and fully bound by either: (i) Article 27 of the Chicago Convention on International Civil Aviation of December 7, 1944, or (ii) the International Convention for the Protection of Industrial Property (**Paris Convention**).

3.2 Boeing's obligation to indemnify Customer for copyright infringement is limited to infringements in countries which, at the time of the infringement, are members of The Berne Union and recognize computer software as a "work" under The Berne Convention.

3.3 The indemnities provided under this Part 6 will not apply to any BFE, engines, Supplier Product, Boeing Product used other than for its intended purpose, or Aircraft Software not created by Boeing.

3.4 Customer must deliver written notice to Boeing (i) within ten (10) days after Customer first receives notice of any suit or other formal action against Customer and (ii) within twenty (20) days after Customer first receives any other allegation or written claim of infringement covered by this Part 6.

3.5 At any time, Boeing will have the right at its option and expense to: (i) negotiate with any party claiming infringement, (ii) assume or control the defense of any infringement allegation, claim, suit or formal action, (iii) intervene in any infringement suit or formal action, and/or (iv) attempt to resolve any claim of infringement by replacing an allegedly infringing Boeing Product or Aircraft Software with a non-infringing equivalent.

3.6 Customer will promptly furnish to Boeing all information, records and assistance within Customer's possession or control which Boeing considers relevant or material to any alleged infringement covered by this Part 6.

3.7 Except as required by a final judgment entered against Customer by a court of competent jurisdiction from which no appeals can be or have been filed, Customer will obtain Boeing's written approval prior to paying, committing to pay, assuming any obligation or making any material concession relative to any infringement covered by these indemnities.

3.8 BOEING WILL HAVE NO OBLIGATION OR LIABILITY UNDER THIS PART 6 FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE OBLIGATIONS OF BOEING AND REMEDIES OF CUSTOMER IN THIS PART 6 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER INDEMNITIES, OBLIGATIONS AND LIABILITIES OF BOEING AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST BOEING, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ACTUAL OR ALLEGED PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT OR THE LIKE BY ANY AIRCRAFT, AIRCRAFT SOFTWARE, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THIS AGTA AND THE APPLICABLE PURCHASE AGREEMENT.

3.9 For the purposes of this Part 6, "BOEING or Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each and their respective directors, officers, employees and agents.

Appendix I
SAMPLE
Insurance Broker's Letterhead

Date: +

Certificate of Insurance

ISSUED TO: The Boeing Company
Post Office Box 3707
Mail Code 13-57
Seattle, Washington 98124
Attn: Manager - Aviation Insurance for
Vice President - Employee Benefits,
Insurance and Taxes

CC: Boeing Commercial Airplanes
P.O. Box 3707
Mail Code 21-34
Seattle, Washington 98124-2207
U.S.A.
Attn: Vice President - Contracts

NAMED INSURED: Allegiant Air, LLC

We hereby certify that in our capacity as Brokers to the Named Insured, the following described insurance is in force on this date:

Insurer	**Policy No.**	**Participation**

POLICY PERIOD: From **[Date and time of inception of the Policy(ies)]** to **[Date and time of expiration]**.

GEOGRAPHICAL LIMITS: Worldwide (however, as respects "Aircraft Hull War and Allied Perils" Insurance, as agreed by Boeing).

AIRCRAFT INSURED: All Boeing manufactured aircraft owned or operated by the Named Insured which are the subject of the following purchase agreement(s), entered into between The Boeing Company and _____ (hereinafter **Aircraft**):

Purchase Agreement No. _____ dated _____, 20_____
Purchase Agreement No. _____ dated _____, 20_____

COVERAGES:

1. Aircraft "all risks" Hull (Ground and Flight)
2. Aircraft Hull War and Allied Perils (as per LSW 555, or its successor wording)
3. Airline Liability

Appendix I
SAMPLE
Insurance Broker's Letterhead

Including, but not limited to, Bodily Injury, Property Damage, Aircraft Liability, Liability War Risks, Passenger Legal Liability, Premises Liability, Completed Operations, Products Liability, Baggage Legal Liability (checked and unchecked), Cargo Legal Liability, Contractual Liability and Personal Injury.

The above-referenced Airline Liability insurance coverage is subject to War and Other Perils Exclusion Clause (AV48B) but all sections, other than Section (b) are reinstated as per AV52C, or their successor endorsements.

LIMITS OF LIABILITY: To the fullest extent of the Policy limits that the Named Insured carries from the time of delivery of the first Aircraft under the first Purchase Agreement listed under "Aircraft Insured" and thereafter at the inception of each policy period, but in any event no less than the following:

Combined Single Limit Bodily Injury and Property Damage: U.S. Dollars ($) any one occurrence each Aircraft (with aggregates as applicable).

737	US $650,000,000
747, 767, 777, & 787	US $900,000,000

(In regard to all other models, to be specified by Boeing).

(In regard to Personal Injury coverage, limits are Twenty-five million U.S. Dollars ($25,000,000) any one offense, and in the aggregate.)

DEDUCTIBLES / SELF-INSURANCE: Any deductible and/or self-insurance amount (other than standard market deductibles) are to be disclosed and agreed by Boeing.

SPECIAL PROVISIONS APPLICABLE TO BOEING: It is certified that Insurers are aware of the terms and conditions of WJE-AGTA and the following purchase agreements:

Purchase Agreement No. _____ dated _____, 20_____
Purchase Agreement No. _____ dated _____, 20_____
Purchase Agreement No. _____ dated _____, 20_____

Each Aircraft manufactured by Boeing which is delivered to the Insured pursuant to the applicable purchase agreement during the period of effectivity of the policies represented by this Certificate will be covered to the extent specified herein.

Insurers have agreed to the following:

4. In regard to Aircraft "all risks" Hull Insurance and Aircraft Hull War and Allied Perils Insurance, Insurers agree to waive all rights of subrogation or recourse against

Appendix I
SAMPLE
Insurance Broker's Letterhead

Boeing in accordance with WJE-AGTA which was incorporated by reference into the applicable purchase agreement.

5. In regard to Airline Liability Insurance, Insurers agree:

5.1 To include Boeing as an additional insured in accordance with Customer's undertaking in Article 8.2.1 of WJE-AGTA which was incorporated by reference into the applicable purchase agreement.

5.2 To provide that such insurance will be primary and not contributory nor excess with respect to any other insurance available for the protection of Boeing;

5.3 To provide that with respect to the interests of Boeing, such insurance will not be invalidated or minimized by any action or inaction, omission or misrepresentation by the Insured or any other person or party (other than Boeing) regardless of any breach or violation of any warranty, declaration or condition contained in such policies;

5.4 To provide that all provisions of the insurance coverages referenced above, except the limits of liability, will operate to give each Insured or additional insured the same protection as if there were a separate Policy issued to each.

6. In regard to all of the above referenced policies:

6.1 Boeing will not be responsible for payment, set-off, or assessment of any kind or any premiums in connection with the policies, endorsements or coverages described herein;

6.2 If a policy is canceled for any reason whatsoever, or any substantial change is made in the coverage which affects the interests of Boeing or if a policy is allowed to lapse for nonpayment of premium, such cancellation, change or lapse will not be effective as to Boeing for thirty (30) days (in the case of war risk and allied perils coverage seven (7) days after sending, or such other period as may from time to time be customarily obtainable in the industry) after receipt by Boeing of written notice from the Insurers or the authorized representatives or Broker of such cancellation, change or lapse; and

6.3 For the purposes of the Certificate, "Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each and their respective directors, officers, employees and agents.

Subject to the terms, conditions, limitations and exclusions of the relative policies.

_____
[Signature]

Name:_____

Title: _____

Appendix II
SAMPLE
Purchase Agreement Assignment

THIS PURCHASE AGREEMENT ASSIGNMENT (**Assignment**) dated as of _____, 20_____ is between _____, a company organized under the laws of _____ (**Assignor**) and _____, a company organized under the laws of _____ (**Assignee**). Terms used herein without definition will have the same meaning as in the Boeing Purchase Agreement.

Assignor and The Boeing Company, a Delaware corporation (**Boeing**), are parties to the Boeing Purchase Agreement, providing, among other things, for the sale by Boeing to Assignor of certain aircraft, engines and related equipment, including the Aircraft.

Assignee wishes to acquire the Aircraft and certain rights and interests under the Boeing Purchase Agreement and Assignor, on the following terms and conditions, is willing to assign to Assignee certain of Assignor's rights and interests under the Boeing Purchase Agreement. Assignee is willing to accept such assignment.

It is agreed as follows:

1. Definitions. For all purposes of this Assignment, the following terms will have the following meanings:

Aircraft - one Boeing Model _____ aircraft, bearing manufacturer's serial number _____, together with all engines and parts installed on such aircraft on the Delivery Date.

Boeing - Boeing will include any wholly-owned subsidiary of Boeing, and its successors and assigns.

Boeing Purchase Agreement - Purchase Agreement No. _____ dated as of _____ between Boeing and Assignor, as amended, but excluding _____, providing, among other things, for the sale by Boeing to Assignor of the Aircraft. The Purchase Agreement incorporated by reference Aircraft General Terms Agreement WJE-AGTA (**AGTA**).

Delivery Date - the date on which the Aircraft is delivered by Boeing to Assignee pursuant to and subject to the terms and conditions of the Boeing Purchase Agreement and this Assignment.

2. Assigned Rights and Obligations. Except to the extent expressly reserved below, Assignor does hereby assign to Assignee all of its rights and interests in and to the Boeing Purchase Agreement, to the extent that the same relate to the Aircraft and the purchase and operation thereof, including, without limitation, in such assignment: **[TO BE COMPLETED BY THE PARTIES.]**

{EXAMPLES

(i) *the right upon valid tender to purchase the Aircraft pursuant to the Boeing Purchase Agreement subject to the terms and conditions thereof and the right to*

take title to the Aircraft and to be named the "Buyer" in the bill of sale for the Aircraft;

(ii) *the right to accept delivery of the Aircraft;*

(iii) *all claims for damages arising as a result of any default under the Boeing Purchase Agreement relating to the Aircraft;*

(iv) *all warranty and indemnity provisions contained in the Boeing Purchase Agreement, and all claims arising thereunder, relating to the Aircraft; and*

(v) *any and all rights of Assignor to compel performance of the terms of the Boeing Purchase Agreement relating to the Aircraft;*

(vi) *all rights to demand and receive all moneys and claims for moneys due to "Customer" under or arising out of the Boeing Purchase Agreement with respect to the Aircraft.}*

Reserving exclusively to Assignor, however:
{EXAMPLES

(i) *all Assignor's rights and interests in and to the Boeing Purchase Agreement to the extent the same relates to aircraft other than the Aircraft, or to any other matters not directly relating to the Aircraft;*

(ii) *all Assignor's rights and interests in or arising out of any advance or other payments or deposits made by Assignor relating to the Aircraft under the Boeing Purchase Agreement and any amounts credited or to be credited or paid or to be paid by Boeing with respect to the Aircraft;*

(iii) *the right to obtain services, training, information and demonstration and test flights pursuant to the Boeing Purchase Agreement; and*

(iv) *the right to maintain plant representatives at Boeing's plant pursuant to the Boeing Purchase Agreement.}*

Assignee hereby accepts such assignment of rights and the corresponding obligations.

3. Reservation of Rights. Assignor, to the exclusion of Assignee, reserves all rights and powers of "Customer" identified in the Boeing Purchase Agreement relating to the configuration, delivery, and operation of the Aircraft.

4. Notification to Boeing. Boeing will not be deemed to have knowledge of or need recognize the discontinuance of said authorization of Assignor until Boeing receives

from Assignor or Assignee written notice terminating the authorization, addressed to its Vice President - Contracts, Boeing Commercial Airplanes at P.O. Box 3707, Seattle, Washington 98124, if by mail, or to 425-237-1706, if by facsimile. Boeing may act with acquittance and conclusively rely on any such notice. Until such notice has been given, Boeing may deal solely and exclusively with Assignee. After such notice Boeing may deal solely and exclusively with Assignor.

5. Continuing Duty to Boeing. It is expressly agreed that: (a) prior to the Delivery Date, the Assignor and Assignee will perform their obligations with respect to the Aircraft to be performed by them on or before such delivery, (b) Assignor will at all times remain liable to Boeing under the Boeing Purchase Agreement to perform all obligations of "Customer" thereunder to the same extent as if this Assignment had not been executed, and (c) the exercise by Assignee of any of the assigned rights will not release Assignor from any of its obligations to Boeing under the Boeing Purchase Agreement, except to the extent that such exercise constitutes performance of such obligations.

6. Risk Allocation Undertaking. Notwithstanding anything contained in this Assignment to the contrary (and without in any way releasing Assignor from any of its obligations under the Boeing Purchase Agreement), Assignee confirms for the benefit of Boeing that, insofar as the provisions of the Boeing Purchase Agreement relate to the Aircraft, in exercising any rights under the Boeing Purchase Agreement, or in making any claim with respect to the Aircraft or other things (including, without limitation, Materials, training and services) delivered or to be delivered, the terms and conditions of the Boeing Purchase Agreement, including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C to the Aircraft General Terms Agreement which was incorporated by reference into the Boeing Purchase Agreement and the insurance provisions in Article 8.2 of the Aircraft General Terms Agreement which was incorporated by reference into the Boeing Purchase Agreement therein, will apply to and be binding on Assignee to the same extent as if Assignee had been the original "Customer" thereunder. Assignee further agrees, expressly for the benefit of Boeing, upon the written request of Boeing, Assignee will promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Assignee's agreements in this paragraph.

7. No Additional Boeing Liability. Nothing contained herein will subject Boeing to any liability to which it would not otherwise be subject under the Boeing Purchase Agreement or modify in any respect the contract rights of Boeing thereunder, or require Boeing to divest itself of title to or possession of the Aircraft or other things until delivery thereof and payment therefore as provided therein.

8. Assignee Nondisclosure Undertaking. Assignee agrees, expressly for the benefit of Boeing and Assignor that it will not disclose, directly or indirectly, any terms of the Boeing Purchase Agreement except as specifically allowed by the terms of the Boeing Purchase Agreement.

Appendix II
SAMPLE
Purchase Agreement Assignment

9. Counterparts. This Assignment may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

10. Governing Law. This Assignment will be governed by, and construed in accordance with, the laws of the State of Washington, except that Washington's choice of law rules will not be invoked for the purpose of applying the law another jurisdiction.

_____	_____
as Assignor	as Assignee
By _____	By _____
Name:	Name:
Title:	Title:

[If the Assignment is at or after delivery and the Assignment is further assigned by Assignee in connection with a financing, then the following language needs to be included. If the Assignment is prior to delivery, please use the form Consent to Collateral Assignment.]

Attest:

The undersigned, as ///Indenture Trustee/Agent// for the benefit of the Loan //Participants/Mortgagee/// and as assignee of, and holder of a security interest in, the estate, right, and interest of the Assignee in and to the foregoing Purchase Agreement Assignment and the Purchase Agreement pursuant to the terms of a certain //Trust Indenture/Mortgage// dated as of _____, 20_____, agrees to the terms of the foregoing Purchase Agreement Assignment and agrees that its rights and remedies under such //Trust Indenture/Mortgage// will be subject to the terms and conditions of the foregoing Purchase Agreement Assignment, including, without limitation, paragraph 5 "Risk Allocation Undertaking".

[Name of Entity]
as //Indenture Trustee/Agent//

By:_____

Name:

Title:

Appendix II
SAMPLE
Purchase Agreement Assignment

CONSENT AND AGREEMENT OF
THE BOEING COMPANY

THE BOEING COMPANY, a Delaware corporation (**Boeing**), hereby acknowledges notice of and consents to the foregoing Purchase Agreement Assignment (**Assignment**) as it relates to Boeing with respect to the Aircraft. Boeing confirms to Assignee that: all representations, warranties, indemnities and agreements of Boeing under the Boeing Purchase Agreement with respect to the Aircraft will, subject to the terms and conditions thereof and of the Assignment, inure to the benefit of Assignee to the same extent as if Assignee were originally named "Customer" therein.

This Consent and Agreement will be governed by, and construed in accordance with, the law of the State of Washington, excluding the conflict of laws principles thereof.

Dated as of _____, 20_____.

THE BOEING COMPANY

By _____
Name:

Title: Attorney-in-Fact

Aircraft Manufacturer's Serial Number(s) _____

Appendix III
SAMPLE
Post-Delivery Sale Notice

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98057
U.S.A.

Attention: Vice President - Contracts
Mail Code 21-34

In connection with the sale by Allegiant Air, LLC (**Seller**) to _____ (**Purchaser**) of the aircraft identified below, reference is made to Purchase Agreement No. _____ dated as of _____, 20_____, between The Boeing Company (**Boeing**) and Seller (**Purchase Agreement**) under which Seller purchased certain Boeing Model _____ aircraft, including the aircraft bearing Manufacturer's Serial No.(s) _____ (**Aircraft**). The Purchase Agreement incorporated by reference Aircraft General Terms Agreement WJE-AGTA (**AGTA**).

Terms used herein without definition will have the same meaning as in the Purchase Agreement.

Seller has sold the Aircraft, including in that sale the assignment to Purchaser of all remaining rights related to the Aircraft under the Purchase Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Purchase Agreement:

1. Purchaser acknowledges it has reviewed those provisions of the Purchase Agreement related to those rights assigned and agrees to be bound by and comply with all applicable terms and conditions of the Purchase Agreement, including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C to the AGTA and the insurance provisions in Article 8.2 of the AGTA. Purchaser further agrees upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Purchaser's agreements in this paragraph; and

2. Seller will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Seller to Boeing prior to the effective date of this letter.

Appendix III
SAMPLE
Post-Delivery Sale Notice

We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

Allegiant Air, LLC	PURCHASER
By _____	By _____
Its _____	Its _____
Dated _____	Dated _____

Appendix III
SAMPLE
Post-Delivery Sale Notice

Receipt of the above letter is acknowledged and the assignment of rights under the Purchase Agreement with respect to the Aircraft described above is confirmed, effective as of this date.

THE BOEING COMPANY

By _____

Its Attorney-in-Fact

Dated _____

Aircraft Manufacturer's Serial Number _____

Appendix IV
SAMPLE
Post-Delivery Lease Notice

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98057
U.S.A.

Attention: Vice President - Contracts
Mail Code 21-34

In connection with the lease by Allegiant Air, LLC (**Lessor**) to _____ (**Lessee**) of the aircraft identified below, reference is made to Purchase Agreement No. _____ dated as of _____, 20_____, between The Boeing Company (**Boeing**) and Lessor (**Purchase Agreement**) under which Lessor purchased certain Boeing Model _____ aircraft, including the aircraft bearing Manufacturer's Serial No.(s) _____ (**Aircraft**). The Purchase Agreement incorporated by reference Aircraft General Terms Agreement WJE-AGTA (**AGTA**).

Terms used herein without definition will have the same meaning as in the Purchase Agreement.

Lessor has leased the Aircraft, including in that lease the transfer to Lessee of all remaining rights related to the Aircraft under the Purchase Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Purchase Agreement:

1. Lessor authorizes Lessee to exercise, to the exclusion of Lessor, all rights and powers of Lessor with respect to the remaining rights related to the Aircraft under the Purchase Agreement. This authorization will continue until Boeing receives written notice from Lessor to the contrary, addressed to Vice President – Contracts, Mail Code 21-34, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124-2207. Until Boeing receives such notice, Boeing is entitled to deal exclusively with Lessee with respect to the Aircraft under the Purchase Agreement. With respect to the rights and obligations of Lessor under the Purchase Agreement, all actions taken or agreements entered into by Lessee during the period prior to Boeing's receipt of this notice are final and binding on Lessor. Further, any payments made by Boeing as a result of claims made by Lessee will be made to the credit of Lessee.

2. Lessee accepts the authorization above, acknowledges it has reviewed those provisions of the Purchase Agreement related to the authority granted and agrees to be bound by and comply with all applicable terms and conditions of the Purchase Agreement including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C of the AGTA and the insurance provisions in Article 8.2 of the AGTA. Lessee

further agrees, upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Lessee's agreements in this paragraph.

3. Lessor will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Lessor to Boeing prior to the effective date of this letter.

We request that Boeing acknowledges receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

Allegiant Air, LLC	LESSEE
By _____	By _____
Its _____	Its _____
Dated _____	Dated _____

Appendix IV
SAMPLE
Post-Delivery Lease Notice

Receipt of the above letter is acknowledged and transfer of rights under the Purchase Agreement with respect to the Aircraft described above is confirmed, effective as of this date.

THE BOEING COMPANY

By _____

Its Attorney-in-Fact

Dated _____

Aircraft Manufacturer's Serial Number _____

Appendix V
SAMPLE
Purchaser's/Lessee's Agreement

Boeing Commercial Airplanes
P. O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98057
U.S.A.

Attention Vice President – Contracts
Mail Code 21-34

In connection with the sale/lease by Allegiant Air, LLC (//**Seller/Lessor**//) to _____ (//**Purchaser/Lessee**//) of the aircraft identified below, reference is made to the following documents:

(i) Purchase Agreement No. _____ dated as of _____, 20_____, between The Boeing Company (**Boeing**) and //Seller/Lessor// (**Purchase Agreement**) under which //Seller/Lessor// purchased certain Boeing Model _____ aircraft, including the aircraft bearing Manufacturer's Serial No.(s) _____ (**Aircraft**); and

(ii) Aircraft //Sale/Lease// Agreement dated as of _____, 20_____, between Seller/Lessor and //Purchaser/Lessee// (**Aircraft Agreement**) under which //Seller/Lessor// is //selling/leasing// the Aircraft.

Terms used herein without definition will have the same meaning as in the Purchase Agreement.

1. //Seller/Lessor// has sold/leased the Aircraft under the Aircraft Agreement, including therein a form of exculpatory clause protecting //Seller/Lessor// from liability for loss of or damage to the aircraft, and/or related incidental or consequential damages, including without limitation loss of use, revenue or profit.

2. Disclaimer and Release; Exclusion of Consequential and Other Damages.

2.1 In accordance with //Seller/Lessor// obligation under Article 9.5 of the AGTA which was incorporated by reference into the Purchase Agreement, Purchaser/Lessee hereby agrees that:

2.2 DISCLAIMER AND RELEASE. IN CONSIDERATION OF THE SALE/LEASE OF THE AIRCRAFT, PURCHASER/LESSEE HEREBY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES, OBLIGATIONS AND LIABILITIES OF BOEING AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF PURCHASER/LESSEE AGAINST BOEING, EXPRESS OR IMPLIED, ARISING BY

LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, BOEING PRODUCT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THE AIRCRAFT AGREEMENT, INCLUDING, BUT NOT LIMITED TO:

(i) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;

(ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;

(iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING; AND

(iv) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT.

2.3 EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. BOEING WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING, OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THE AIRCRAFT AGREEMENT.

2.4 Definitions. For the purpose of this paragraph 2, **BOEING** or **Boeing** is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each, and their respective directors, officers, employees and agents.

Very truly yours,

Allegiant Air, LLC	//PURCHASER/LESSEE//
By _____	By _____
Its _____	Its _____
Dated _____	Dated _____

Appendix VI
SAMPLE
Post-Delivery Owner Appointment of Agent - Warranties

Boeing Commercial Airplanes
P. O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98057
U.S.A.

Attention Vice President – Contracts
Mail Code 21-34

Reference is made to Purchase Agreement No. _____ dated as of _____, 20__ (**Purchase Agreement**), between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**), under which Customer purchased certain Boeing Model _____ aircraft including the aircraft bearing Manufacturer's Serial No(s) _____ (**Aircraft**). The Purchase Agreement incorporated by reference Aircraft General Terms Agreement WJE-AGTA (**AGTA**).

Terms used herein without definition will have the same meaning as in the Purchase Agreement.

To accomplish the appointment of an agent, Customer confirms:

1. Customer has appointed _____ as agent (**Agent**) to act directly with Boeing with respect to the remaining warranties under the Purchase Agreement and requests Boeing to treat Agent as Customer for the administration of claims with respect to such warranties; provided however, Customer remains liable to Boeing to perform the obligations of Customer under the Purchase Agreement.

2. Boeing may continue to deal exclusively with Agent concerning the matters described herein unless and until Boeing receives written notice from Customer to the contrary, addressed to Vice President - Contracts, Mail Code 21-34, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124-2207, U.S.A. With respect to the rights and obligations of Customer under the Purchase Agreement, all actions taken by Agent or agreements entered into by Agent during the period prior to Boeing's receipt of such notice are final and binding on Customer. Further, any payments made by Boeing as a result of claims made by Agent will be made to the credit of Agent unless otherwise specified when each claim is submitted.

3. Customer will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Customer to Boeing prior to the effective date of this letter.

We request that Boeing acknowledge receipt of this letter and confirm the appointment of Agent as stated above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Appendix VI
SAMPLE
Post-Delivery Owner Appointment of Agent - Warranties

Very truly yours,

Allegiant Air, LLC

By _____

Its _____

Dated _____

Appendix VI
SAMPLE
Post-Delivery Owner Appointment of Agent - Warranties

AGENT'S AGREEMENT

Agent accepts the appointment as stated above, acknowledges it has reviewed the those portions of the Purchase Agreement related to the authority granted it under the Purchase Agreement and agrees that, in exercising any rights or making any claims thereunder, Agent will be bound by and comply with all applicable terms and conditions of the Purchase Agreement including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C to the AGTA. Agent further agrees, upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of the warranties under the Purchase Agreement.

Very truly yours,

<AgentName>
Agent

By _____

Its _____

Dated _____

Appendix VI
SAMPLE
Post-Delivery Owner Appointment of Agent - Warranties

Receipt of the above letter is acknowledged and the appointment of Agent with respect to the above-described rights under the Purchase Agreement is confirmed, effective as of this date.

THE BOEING COMPANY

By _____

Its _____

Dated _____

Aircraft Manufacturer's Serial Number _____

Appendix VII
SAMPLE
Contractor Confidentiality Agreement

Boeing Commercial Airplanes
P. O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98057
U.S.A.

Attention Vice President – Contracts
Mail Code 21-34

This agreement (**Agreement**) is entered into between _____ (**Contractor**) and Allegiant Air, LLC (**Customer**) and will be effective as of the date set forth below.

In connection with Customer's provision to Contractor of certain Materials, Proprietary Materials and Proprietary Information; reference is made to Purchase Agreement No. _____ dated as of _____ between The Boeing Company (**Boeing**) and Customer (**Purchase Agreement**), which incorporates by this reference WJE-AGTA.

Terms used herein without definition will have the same meaning as in the Purchase Agreement.

Boeing has agreed to permit Customer to make certain Materials, Proprietary Materials and Proprietary Information relating to Customer's Boeing Model _____ aircraft, Manufacturer's Serial Number _____, Registration No. _____ (**Aircraft**) available to Contractor in connection with Customer's contract with Contractor to maintain/repair/modify the Aircraft (**Contract**). In consideration of the Contract, and as a condition of receiving the Proprietary Materials and Proprietary Information, Contractor agrees as follows:

1. For purposes of this Agreement:

Aircraft Software means software intended to fly with and be utilized in the operation of an Aircraft, but excludes software furnished by Customer.

Materials means any and all items that are created by Boeing or a Third Party, are provided directly or indirectly to Contractor from Boeing or from Customer, and serve primarily to contain, convey or embody information. Materials may include either tangible forms (for example, documents or drawings) or intangible embodiments (for example, software and other electronic forms) of information, but excludes Aircraft Software and software furnished by Customer.

Proprietary Information means any and all proprietary, confidential and/or trade secret information owned by Boeing or a Third Party which is contained, conveyed or embodied in Materials.

Appendix VII
SAMPLE
Contractor Confidentiality Agreement

Proprietary Materials means Materials that contain, convey, or embody Proprietary Information.

Third Party means anyone other than Boeing, Customer and Contractor.

2. Boeing has authorized Customer to grant to Contractor a worldwide, non-exclusive, personal and nontransferable license to use Proprietary Materials and Proprietary Information, owned by Boeing, internally in connection with performance of the Contract or as may otherwise be authorized by Boeing in writing. Contractor will keep confidential and protect from disclosure to any person, entity or government agency, including any person or entity affiliated with Contractor, all Proprietary Materials and Proprietary Information. Individual copies of all Materials and Aircraft Software are provided to Contractor subject to copyrights therein, and all such copyrights are retained by Boeing or, in some cases, by Third Parties. Contractor is authorized to make copies of Materials (except for Materials bearing the copyright legend of a Third Party) provided, however, Contractor preserves the restrictive legends and proprietary notices on all copies. All copies of Proprietary Materials will belong to Boeing and be treated as Proprietary Materials under this Agreement.

3. Contractor specifically agrees not to use Proprietary Materials or Proprietary Information in connection with the manufacture or sale of any part or design. Unless otherwise agreed with Boeing in writing, Proprietary Materials and Proprietary Information may be used by Contractor only for work on the Aircraft for which such Proprietary Materials have been specified by Boeing. Customer and Contractor recognize and agree that they are responsible for ascertaining and ensuring that all Materials are appropriate for the use to which they are put.

4. Contractor will not attempt to gain access to information by reverse engineering, decompiling, or disassembling any portion of any software or Aircraft Software provided to Contractor pursuant to this Agreement.

5. Upon Boeing's request at any time, Contractor will promptly return to Boeing (or, at Boeing's option, destroy) all Proprietary Materials, together with all copies thereof and will certify to Boeing that all such Proprietary Materials and copies have been so returned or destroyed.

6. When and to the extent required by a government regulatory agency having jurisdiction over Contractor, Customer or the Aircraft, Contractor is authorized to provide Proprietary Materials and disclose Proprietary Information to the agency for the agency's use in connection with Contractor's authorized use of such Proprietary Materials and/or Proprietary Information in connection with Contractor's maintenance, repair, or modification of the Aircraft. Contractor agrees to take reasonable steps to prevent such agency from making any distribution or disclosure, or additional use of the Proprietary Materials and Proprietary Information so provided or disclosed. Contractor further agrees to promptly notify Boeing upon learning of any (i) distribution, disclosure, or additional use by such agency, (ii) request to such agency for distribution, disclosure, or additional use, or (iii) intention on the part of such agency to distribute, disclose, or make additional use of the Proprietary Materials or Proprietary Information.

7. Boeing is an intended third party beneficiary under this Agreement, and Boeing may enforce any and all of the provisions of the Agreement directly against Contractor. Contractor hereby submits to the jurisdiction of the Washington state courts and the United States District Court for the Western District of Washington with regard to any Boeing claims under this Agreement. It is agreed that Washington law (excluding Washington's conflict-of-law rules) will apply to this Agreement and to any claim or dispute under this Agreement.

8. No disclosure or physical transfer by Boeing or Customer to Contractor, of any Proprietary Materials or Proprietary Information covered by this Agreement will be construed as granting a license, other than as expressly set forth in this Agreement or any ownership right in any patent, patent application, copyright or proprietary information.

9. The provisions of this Agreement will apply notwithstanding any markings or legends, or the absence thereof, on any Proprietary Materials.

10. This Agreement is the entire agreement of the parties regarding the ownership and treatment of Proprietary Materials and Proprietary Information, and no modification of this Agreement will be effective as against Boeing unless embodied in writing and signed by authorized representatives of Contractor, Customer and Boeing.

11. Failure by either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions. If any of the provisions of this Agreement are held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of the Agreement will remain in full force.

12. The obligations of Customer and Contractor relating to Proprietary Materials and Proprietary Information under this Agreement will remain in effect and will survive cancellation or termination of this Agreement.

AGREED AND ACCEPTED this

Date: _____

Contractor	Allegiant Air, LLC
Signature _____	Signature _____
Printed Name _____	Printed Name _____
Title _____	Title _____

Appendix VIII
SAMPLE
Post-Delivery Sale with Lease to Seller

[Notice from Owner/Seller and subsequent Buyer regarding post-delivery sale and lease back of an aircraft and transfer of all remaining Purchase Agreement rights.]

Boeing Commercial Airplanes
P. O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98057
U.S.A.

Attention Vice President – Contracts
Mail Code 21-34

In connection with _____'s (**Seller's**) sale to and lease back from _____ (**Buyer**) of the aircraft identified below, reference is made to the following documents:

1. Purchase Agreement No. _____ dated as of _____, between The Boeing Company (**Boeing**) and Seller (**Agreement**) under which Seller purchased certain Boeing Model _____ aircraft, including the aircraft bearing Manufacturer's Serial No.(s) _____(**Aircraft**). The Agreement incorporates by reference the terms of WJE-AGTA dated _____, between Seller and Boeing.
2. Aircraft Sale Agreement dated as of _____, between Seller and _____ (**Buyer**).
3. Aircraft Lease Agreement dated as of _____, between Buyer and Seller.

Terms used herein without definition will have the same meaning as in the Agreement.

Seller confirms for the benefit of Boeing it owns and controls the rights it purports to assign herein.

Seller has sold the Aircraft, including in that sale the transfer to Buyer of all remaining rights related to the Aircraft under the Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Agreement:

4. Buyer acknowledges it has reviewed the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance; and

5. Buyer authorizes Seller to exercise, to the exclusion of Buyer all rights and powers of "Customer" with respect to the remaining rights related to the Aircraft under the Agreement. This authorization will continue until Boeing receives written notice from Buyer to the contrary, addressed to Vice President - Contracts, Mail Code 21-34, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124-2207 (if by mail) or (425) 237-1706 (if by facsimile). Until Boeing receives this notice, Boeing is entitled to deal exclusively with Seller as "Customer" with respect to the Aircraft under the Agreement. With respect to the rights, powers, duties and obligations of "Customer" under the Agreement, all actions taken by Seller or agreements entered into by Seller during the period prior to Boeing's receipt of that notice are final and binding on Buyer. Further, any payments made by Boeing as a result of claims made by Seller prior to receipt of such notice are to be made to the credit of Seller.

6. Seller accepts the authorization set forth in paragraph 2 above, acknowledges it has reviewed the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those relating to any exclusion or limitation of liabilities or warranties, indemnity and insurance.

7. Seller agrees to remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Seller to Boeing prior to the effective date of this letter.

We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

SELLER	BUYER
By _____	By _____
Its _____	Its _____
Dated _____	Dated _____

Appendix VIII
SAMPLE
Post-Delivery Sale with Lease to Seller

Receipt of the above letter is acknowledged and transfer of rights under the Agreement with respect to the Aircraft described above is confirmed, effective as of the date indicated below.

THE BOEING COMPANY

By _____

Its Attorney-in-Fact

Dated _____

Appendix IX
SAMPLE
SALE WITH LEASE

[NOTE: From 1st tier Owner/Seller and subsequent Buyer regarding post-delivery sale and lease of an aircraft. Remaining PA rights have been assigned to the new owner; the new owner authorizes a lessee to exercise such rights during the term of a lease.]

Boeing Commercial Airplanes
P. O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98057
U.S.A.

Attention Vice President – Contracts
Mail Code 21-34

In connection with the sale by _____ (**Seller**) to _____ (**Purchaser**) and subsequent lease of the aircraft identified below, reference is made to the following documents:

1. Purchase Agreement No. _____ dated as of _____, _____, between The Boeing Company (**Boeing**) and Seller (**Agreement**) under which Seller purchased certain Boeing Model _____ aircraft, including the aircraft bearing Manufacturer's Serial No(s). _____ (**Aircraft**).

2. Aircraft sale agreement dated as of _____, between Seller and Purchaser.

3. Aircraft lease agreement dated as of _____, between Purchaser and _____ (**Lessee**)(**Lease**).

Terms used herein without definition will have the same meaning as in the Agreement.

Seller has sold the Aircraft, including in that sale the assignment to Purchaser of all remaining rights related to the Aircraft under the Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Agreement:

3.1 Seller confirms for the benefit of the Manufacturer it owns and controls the rights it purports to have assigned.

3.2 Purchaser agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, **[data and documents/Materials]**, training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance; and

3.3 Seller will remain responsible for any payment due Boeing as a result of obligations relating to the Aircraft incurred by Seller to Boeing prior to the effective date of this letter.

3.4 Purchaser authorizes Lessee during the term of the Lease to exercise, to the exclusion of Purchaser all rights and powers of //Buyer/Customer// with respect to the remaining rights related to the Aircraft under the Agreement. This authorization will continue until Boeing receives written notice from Purchaser to the contrary, addressed to Vice President - Contracts, Mail Code 21-34, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124-2207 (if by mail) or (425) 237-1706 (if by facsimile). Until Boeing receives this notice, Boeing is entitled to deal exclusively with Lessee as //Buyer/Customer// with respect to the Aircraft under the Agreement. With respect to the rights, powers, duties and obligations of //Buyer/Customer// under the Agreement, all actions taken by Lessee or agreements entered into by Lessee during the period prior to Boeing's receipt of that notice are final and binding on Purchaser. Further, any payments made by Boeing as a result of claims made by Lessee prior to receipt of this notice are to be made to the credit of Lessee.

3.5 Lessee accepts the authorization set forth in paragraph 3 above, acknowledges it has reviewed the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, data and //documents/Materials//, training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance.

We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

SELLER	PURCHASER
By _____	By _____
Its _____	Its _____
Dated _____	Dated _____

_____(**LESSEE**)

By _____

Its _____

Dated _____

Appendix IX
SAMPLE
SALE WITH LEASE

Receipt of the above letter is acknowledged and the transfers of rights under the Agreement with respect to the Aircraft described above are confirmed, effective as of the date indicated below.

THE BOEING COMPANY

By _____

Its Attorney-in-Fact

Dated _____

MSN_____

Appendix X
SAMPLE
Post-Delivery Security

Boeing Commercial Airplanes
P. O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98057
U.S.A.

Attention Vice President – Contracts
Mail Code 21-34

Reference is made to Purchase Agreement No. _____ dated as of _____, (**Agreement**) between The Boeing Company (**Boeing**) and _____ (**Borrower**) pursuant to which Borrower purchased from Boeing one (1) Boeing model _____ aircraft bearing Manufacturer's Serial Number _____(**Aircraft**). The Agreement incorporates by reference the terms of Aircraft General Terms Agreement WJE-AGTA (**AGTA**) , dated _____, between Borrower and Boeing.

Terms used herein without definition will have the same meanings as in the Agreement.

Borrower confirms for the benefit of Boeing it owns and controls the rights it purports to assign herein.

In connection with Borrower's financing of the Aircraft, Borrower is entering into a //Trust Indenture/Mortgage//, dated as of _____, between Borrower and Indenture //Trustee/Mortgagee// (//**Trust Indenture/Mortgage**//), which grants a security interest in **[the warranty rights/ all of its rights]** contained in the Agreement related to the Aircraft (**Assigned Rights**). Borrower is authorized to exercise the Assigned Rights until such time as the Indenture //Trustee/Mortgagee// notifies Boeing as provided below that an Event of Default under the //Trust Indenture/Mortgage// has occurred and is continuing. In connection with this assignment for security purposes, as authorized by the provisions of the Agreement:

1. //Indenture Trustee/Mortgagee//, as assignee of, and holder of a security interest in, the estate, right, and interest of the Borrower in and to the Agreement pursuant to the terms of a certain //Trust Indenture/Mortgage//, acknowledges that it has received copies of the applicable provisions of the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, its rights and remedies under the //Trust Indenture/Mortgage// will be subject to the terms and conditions of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance.

2. Borrower is authorized to exercise, to the exclusion of **[Indenture Trustee/Mortgagee]** all rights and powers of "Customer" under the Agreement, unless and until Boeing receives a written notice from //Indenture Trustee/Mortgagee//, addressed to its Vice President - Contracts, Boeing Commercial Airplanes at P.O. Box 3707, Seattle, Washington 98124, Mail Code 21-34 (if by mail), or (425) 237-1706 (if by facsimile) that an event of default under the //Trust Indenture/Mortgage// has occurred and is continuing. Until such notice has been given, Boeing will be entitled to deal solely and exclusively with Borrower. Thereafter, until //Indenture Trustee/Mortgagee// has provided Boeing written notice that any such event no longer continues, Boeing will be entitled to deal solely and exclusively with //Indenture Trustee/Mortgagee//. Boeing may act with acquittance and conclusively rely on any such notice.

Borrower will remain responsible to Boeing for any amounts due Boeing with respect to the Aircraft under the Agreement prior to Boeing's receipt of such notice. We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing its acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

//INDENTURE
TRUSTEE/MORTGAGEE//

By _____ By _____

Its _____ Its _____

Dated _____ Dated _____

Appendix X
SAMPLE
Post-Delivery Security

Receipt of the above letter is acknowledged and the transfer of rights under the Agreement with respect to the Aircraft described above is confirmed, effective as of the date indicated below.

THE BOEING COMPANY

By _____

Its Attorney-in-Fact

Dated _____

MSN_____

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

PURCHASE AGREEMENT NUMBER

PA-05130

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

relating to

BOEING MODELS 737-8-200 and 737-7 AIRCRAFT

BOEING PROPRIETARY

TABLE OF CONTENTS

ARTICLES

Article 1. Quantity, Model and Description .....
Article 2. Delivery Schedule.....
Article 3. Price .....
Article 4. Payment .....
Article 5. Additional Terms.....

TABLE

1A. Aircraft Information Table: Model 737-8-200.....
1B. Aircraft Information Table: Model 737-7.....

EXHIBIT

A1. Aircraft Configuration: Model 737-8-200 .....
A2. Aircraft Configuration: Model 737-7.....
B. Aircraft Delivery Requirements and Responsibilities.....

SUPPLEMENTAL EXHIBITS

AE1. Airframe and Optional Features Escalation Adjustment .....
BFE1. BFE Variables.....
CS1. Customer Support Variables.....
EE1. Engine Escalation Adjustment, Engine Warranty and Patent Indemnity .....
SLP1. Service Life Policy Components .....

LETTER AGREEMENTS

LA-2101477 [...***...]

LA-2101479 [...***...]

LA-2101478 [...***...]

LA-2105503 [...***...]

LA-2101481 [...***...]

LA-2101482 [...***...]

LA-2101483 [...***...]

LA-2101485 [...***...]

LA-2101487 [...***...]

LA-2101488 [...***...]

LA-2101489 [...***...]

LA-2101490 [...***...]

LA-2101491 [...***...]

LA-2103907 [...***...]

LA-2103908 [...***...]

LA-2103909 [...***...]

LA-2103923 [...***...]

LA-2103924 [...***...]

LA-2103925 [...***...]

LA-2103930 [...***...]

LA-2104982 [...***...]

LA-2104792 [...***...]

LA-2105122 [...***...]

LA-2105267 [...***...]

LA-2105268 [...***...]

LA-2105443 [...***...]

BOEING PROPRIETARY

PURCHASE AGREEMENT NO. PA-05130

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

This Purchase Agreement No. PA-05130 between The Boeing Company, a Delaware corporation, (**Boeing**) and Allegiant Air, LLC, a State of Nevada limited liability company, (**Customer**), binding and in full force and effect on the date executed below (**Effective Date**), relating to the purchase and sale of Models 737-8-200 and 737-7 aircraft together with all tables, exhibits, supplemental exhibits, letter agreements and other attachments thereto, if any, (**Purchase Agreement**) incorporates the terms and conditions (except as specifically set forth below) of the Aircraft General Terms Agreement dated as of December 31, 2021 between the parties, identified as WJE-AGTA (**AGTA**).

1. Quantity, Model and Description.

The aircraft to be delivered to Customer will be designated as Model 737-8-200 (**737-8-200 Aircraft**) and Model 737-7 aircraft (**737-7 Aircraft**) (collectively, **Aircraft**). Boeing will manufacture and sell to Customer Aircraft conforming to the configuration described […***…]in the quantities listed […***…]to the Purchase Agreement.

2. Delivery Schedule.

The scheduled months of delivery of the Aircraft are listed in the […***…]. Exhibit B describes certain responsibilities for both Customer and Boeing in order to accomplish the delivery of the Aircraft.

3. Price.

3.1 Aircraft Basic Price. The Aircraft Basic Price […***…]and is subject […***…] in accordance with the terms of this Purchase Agreement.

3.2 Airframe Price. The Airframe Price […***…] includes the engine price […***…].

3.3 Advance Payment Base Prices. The Advance Payment Base Prices […***…] to Boeing on the date of this Purchase Agreement projected to the month of scheduled delivery.

4. Payment.

4.1 Boeing acknowledges receipt of a deposit in the amount […***…] for each Aircraft (**Deposit**).

4.2 The standard advance payment schedule for the Model 737-8-200 and 737-7 aircraft requires Customer to make certain advance payments, […***…] the Advance Payment Base Price of each Aircraft […***…], less the Deposit, due within […***…] of the Effective Date. […***…] advance payments for each Aircraft are due as specified in and on the first business day of the months listed […***…].

4.3 For any Aircraft whose scheduled month of delivery […***…] from the Effective Date, the total amount of advance payments due within […***…] of the Effective Date […***…] which are […***…] in accordance with the standard advance payment schedule set forth in […***…].

4.4 Customer will pay the balance of the Aircraft Price of each Aircraft at delivery.

5. Additional Terms.

5.1 Aircraft Information Table. Table 1 consolidates information contained in Articles 1, 2, 3 and 4 with respect to (i) quantity of Aircraft, (ii) applicable Detail Specification, (iii) month and year of scheduled deliveries, (iv) Aircraft Basic Price, (v) applicable escalation factors and (vi) Advance Payment Base Prices and advance payments and their schedules.

5.2 Airframe and Optional Features Escalation Adjustment. Supplemental Exhibit AE1 contains the applicable airframe and optional features escalation formula.

5.3 Buyer Furnished Equipment Variables. Supplemental Exhibit BFE1 contains supplier selection dates, on-dock dates and other variables applicable to the Aircraft.

5.4 Customer Support Variables. Information, training, services and other things furnished by Boeing in support of introduction of the Aircraft into Customer's fleet are described in Supplemental Exhibit CS1. If Customer obtains, or is set to obtain, duplicative training and planning assistance from that set out in Supplemental Exhibit CS1, then Boeing may adjust Supplemental Exhibit CS1 accordingly.

5.5 Engine Escalation Adjustment. Supplemental Exhibit EE1 contains: a) the engine escalation formula applicable to the Engine Price when such Engine Price is separately specified in Table 1, and b) the engine warranty and the engine patent indemnity for the Aircraft.

5.6 Service Life Policy Component Variables. Supplemental Exhibit SLP1 lists the SLP Components covered by the Service Life Policy for the Aircraft.

5.7 Public Announcement. Any public announcement of the Purchase Agreement will be mutually agreed upon (including agreement on timing) between Customer and Boeing; subject, however, to the legal obligations of Boeing and Customer (and its parent company) to make public announcements and filings with respect to certain and material events and the timing thereof. Each party shall notify the other in advance if any announcement or filing is required.

5.8 Negotiated Agreement; Entire Agreement. This Purchase Agreement, including the provisions of Article 8.2 of the AGTA relating to insurance, and Article 11 of Part 2 of Exhibit C of the AGTA relating to DISCLAIMER AND RELEASE and

EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, […***…]. This Purchase Agreement, including the AGTA, contains the entire agreement between the parties and supersedes all previous proposals, understandings, commitments or representations whatsoever, oral or written, and may be changed only in writing signed by authorized representatives of the parties.

5.9 Boeing Confidentiality. The confidentiality provisions applicable to Customer contained in this Purchase Agreement, its Exhibits, Supplemental Agreements and Letter Agreements will be reciprocal and the terms of such confidentiality provisions applicable to Customer will apply with equal effect to Boeing. For the purpose of making such confidentiality provisions reciprocal to Boeing, "Boeing" will be defined as The Boeing Company, its divisions, subsidiaries, and affiliates. Additionally, Boeing will be permitted to disclose information to the applicable engine manufacturer, provided that such disclosure is limited to only such information as is necessary for the purpose of helping Boeing perform its obligations under the Purchase Agreement and such engine manufacturer has duty of or has agreed to non-disclosure thereof.

AGREED AND ACCEPTED this

Date	
THE BOEING COMPANY	ALLEGIANT AIR, LLC
Signature	Signature
[…***…] Printed name	Printed name
Attorney-in-Fact Title	Title

BOEING PROPRIETARY

This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].

Table 1A To
Purchase Agreement No. PA-05130
Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	[…***…]	[…***…]	**Configuration Specification:**	[…***…]
Engine Model/Thrust:	[…***…]	[…***…]	**Airframe Price Base Year/Escalation Formula:**	[…***…] […***…]
Airframe Price:		[…***…]	**Engine Price Base Year/Escalation Formula:**	
Optional Features:		[…***…]		
Sub-Total of Airframe and Features:		[…***…]	[…***…]	
Engine Price (Per Aircraft):		[…***…]	[…***…]	[…***…]
Aircraft Basic Price (Excluding BFE/SPE):		[…***…]	[…***…]	[…***…]
Buyer Furnished Equipment (BFE) Estimate:		[…***…]		
Seller Purchased Equipment (SPE) Estimate:		[…***…]		
[…***…]		[…***…]		
Deposit per Aircraft:		[…***…]		

Delivery Date	**Number of Aircraft**	**[…***…]**			**[…***…]**	**[…***…]**	**[…***…]**	**[…***…]**	**[…***…]**
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]

Table 1A To
Purchase Agreement No. PA-05130
Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
Total:	[…***…]								

This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].

Table 1B To
Purchase Agreement No. PA-05130
Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	[…***…]	[…***…]	**Configuration Specification:**	[…***…]	
Engine Model/Thrust:	[…***…]	[…***…]	**Airframe Price Base Year/Escalation Formula:**	[…***…]	[…***…]
Airframe Price:		[…***…]	**Engine Price Base Year/Escalation Formula:**		
Optional Features:		[…***…]			
Sub-Total of Airframe and Features:		[…***…]	[…***…]		
Engine Price (Per Aircraft):		[…***…]	[…***…]	[…***…]	
Aircraft Basic Price (Excluding BFE/SPE):		[…***…]	[…***…]	[…***…]	
Buyer Furnished Equipment (BFE) Estimate:		[…***…]			
Seller Purchased Equipment (SPE) Estimate:		[…***…]			
[…***…]		[…***…]			
Deposit per Aircraft:		[…***…]			

						[…***…]			
Delivery Date	**Number of Aircraft**	[…***…]			**[…***…]**	**[…***…]**	**[…***…]**	**[…***…]**	**[…***…]**
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]

Table 1B To
Purchase Agreement No. PA-05130
Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
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AIRCRAFT CONFIGURATION

BETWEEN

THE BOEING COMPANY

AND

Allegiant Air

Exhibit A-1

to Purchase Agreement Number PA-05130

BOEING PROPRIETARY

EXHIBIT A-1

AIRCRAFT CONFIGURATION

DATED DECEMBER 31, 2021

relating to

BOEING MODEL 737-8-200 AIRCRAFT (ALSO REFERRED TO AS 737-8200)

The Detail Specification is Boeing document number D019A008, revision X, dated as of April 30, 2020. The Detail Specification provides further description of Customer's configuration set forth in this Exhibit A. Such Detail Specification will be comprised of Boeing configuration specification as amended to incorporate the optional features (**Options**) listed below, […***…]. As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification, which copies will reflect such Options. The Aircraft Basic Price reflects and includes all effects of such Options, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

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AIRCRAFT CONFIGURATION

BETWEEN

THE BOEING COMPANY

AND

Allegiant Air

Exhibit A-2

to Purchase Agreement Number PA-05130

BOEING PROPRIETARY

EXHIBIT A-2

AIRCRAFT CONFIGURATION

DATED DECEMBER 31, 2021

relating to

BOEING MODEL 737-7 AIRCRAFT

The Detail Specification is Boeing document number D019A008, revision X, dated as of April 30, 2020. The Detail Specification provides further description of Customer's configuration set forth in this Exhibit A. Such Detail Specification will be comprised of Boeing configuration specification as amended to incorporate the optional features (**Options**) listed below, […***…]. As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification, which copies will reflect such Options. The Aircraft Basic Price reflects and includes all effects of such Options, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

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BOEING PROPRIETARY

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AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

EXHIBIT B

to PURCHASE AGREEMENT NUMBER PA-05130

BOEING PROPRIETARY

EXHIBIT B

AIRCRAFT DELIVERY REQUIREMENTS, INSPECTION, AND RESPONSIBILITIES

relating to

BOEING MODELS 737-8-200 AND 737-7 AIRCRAFT

Both Boeing and Customer have certain documentation and approval responsibilities at various times during the construction cycle of the Aircraft that are critical to making the delivery of each Aircraft a positive experience for both parties. This Exhibit B documents those responsibilities and Customer inspection rights and indicates recommended completion deadlines for the actions to be accomplished.

1. GOVERNMENT DOCUMENTATION REQUIREMENTS.

Certain actions are required to be taken by Customer in advance of the scheduled delivery month of each Aircraft with respect to obtaining certain government issued documentation.

1.1 Airworthiness and Registration Documents. Not later than […***…] **prior to delivery** of each Aircraft, Customer will notify Boeing of the registration number to be painted on the side of the Aircraft. If required by the regulatory authority, Customer will authorize, by letter to the regulatory authority having jurisdiction, the display of such registration numbers by Boeing during the pre-delivery testing of the Aircraft, no later than […***…] **prior to delivery** of each Aircraft.

Customer is responsible for furnishing any temporary or permanent registration certificates required by any governmental authority having jurisdiction to be displayed aboard the Aircraft after delivery.

1.2 Certificate of Airworthiness and Certificate of Sanitary Construction,

1.2.1 U.S. Registered Aircraft. Boeing will obtain from the FAA, a (transport category) Certificate of Airworthiness and from the United States Public Health Service, a United States Certificate of Sanitary Construction each to be displayed aboard each Aircraft upon delivery to Customer. The above Boeing obligation only applies to United States commercial passenger aircraft.

1.2.2 Non-U.S. Registered Aircraft. If Customer requires a United States Certificate of Sanitary Construction at the time of delivery of the Aircraft, Customer will give written notice thereof to Boeing at least […***…] **prior to deliver**y. Boeing will then use commercially reasonable efforts to obtain the certificate from the United States Public Health Service and present it to Customer at the time of Aircraft delivery. The above Boeing obligation only applies to commercial passenger aircraft

1.2.3 At Customer's request, Boeing will support Customer's requests for additional requirements necessary for Customer to incorporate the Aircraft into its operations specifications, provided there is no additional cost to Boeing and no impact to the delivery of the Aircraft. Such additional requirements, and Boeing's support of

such requirements, will not be a prerequisite or condition for Customer accepting delivery of the Aircraft.

1.3 Customs Documentation.

1.3.1 Import Documentation. If the Aircraft is intended to be exported from the United States, Customer must notify Boeing not later than […***…] **prior to delivery** of each Aircraft of any documentation required by the customs authorities or by any other agency of the country of import.

1.3.2 General Declaration - U.S. If the Aircraft is intended to be exported from the United States, Boeing will prepare Customs Form 7507, General Declaration, for execution by U.S. Customs immediately prior to the ferry flight of the Aircraft. For this purpose, Customer will furnish to Boeing not later than […***…] **prior to delivery** all information required by U.S. Customs and Border Protection, including without limitation (i) a complete crew and passenger list identifying the names, birth dates, passport numbers and passport expiration dates of all crew and passengers and (ii) a complete ferry flight itinerary, including point of exit from the United States for the Aircraft.

If Customer intends, during the ferry flight of an Aircraft, to land at a U.S. airport after clearing Customs at delivery, Customer must notify Boeing not later than […***…] **prior to delivery** of such intention. If Boeing receives such notification, Boeing will provide to Customer the documents constituting a customs permit to proceed, allowing such Aircraft to depart after any such landing. Sufficient copies of completed Form 7507, along with passenger manifest, will be furnished to Customer to cover U.S. stops scheduled for the ferry flight.

1.3.3 […***…]. If the Aircraft is intended to be exported from the United States following delivery, and (i) Customer is a non-U.S. customer, Boeing will file an export declaration electronically with U.S. Customs and Border Protection (**CBP**), or (ii) Customer is a U.S. customer, it is the responsibility of the U.S. customer, as the exporter of record, to file the export declaration with CBP.

2. INSURANCE CERTIFICATES.

Unless provided earlier, Customer will provide to Boeing not later than […***…] prior to the scheduled delivery date of the first Aircraft, a copy of the requisite annual insurance certificate in accordance with the requirements of Article 8 of the AGTA.

3. NOTICE OF FLYAWAY CONFIGURATION.

Not later than […***…] prior to delivery (or such later date as may be reasonably necessary to accommodate availability of information required) of the Aircraft, Customer will provide to Boeing a configuration letter stating the requested "flyaway configuration" of the Aircraft for its ferry flight. This configuration letter should include:

(i) the name of the company which is to furnish fuel for the ferry flight and any scheduled post-delivery flight training, the method of payment for such fuel, and fuel load for the ferry flight;

(ii) the cargo to be loaded and where it is to be stowed on board the Aircraft, the address where cargo is to be shipped after flyaway and notification of any hazardous materials requiring special handling;

(iii) any BFE equipment to be removed prior to flyaway and returned to Boeing BFE stores for installation on Customer's subsequent Aircraft;

(iv) a complete list of names and citizenship of each crew member and non-revenue passenger who will be aboard the ferry flight; and

(v) a complete ferry flight itinerary.

4. DELIVERY ACTIONS BY BOEING.

4.1 Schedule of Inspections. All FAA, Boeing, Customer and, if required, U.S. Customs Bureau inspections will be scheduled by Boeing for completion prior to delivery or departure of the Aircraft. Customer will be informed of such schedules.

4.2 […***…].

4.3 Schedule of Demonstration Flights. All FAA and Customer demonstration flights will be scheduled by Boeing for completion prior to delivery of the Aircraft.

4.4 Schedule for Customer's Flight Crew. Boeing will inform Customer of the date that a flight crew is required for acceptance routines associated with delivery of the Aircraft.

Fuel Provided by Boeing. Boeing will provide to Customer, without charge, the amount of fuel shown in U.S. gallons in the table below for the model of Aircraft being delivered and full capacity of engine oil at the time of delivery or prior to the ferry flight of the Aircraft.

Aircraft Model	**Fuel Provided**
737	[…***…]

4.5 Flight Crew and Passenger Consumables. Boeing will provide reasonable quantities of food, coat hangers, towels, toilet tissue, drinking cups and soap for the first segment of the ferry flight for the Aircraft.

4.6 Delivery Papers, Documents and Data. Boeing will have available at the time of delivery of the Aircraft certain delivery papers, documents and data for execution and delivery , including, without limitation, delivery to Customer of the documentation listed in Article 4 of Purchase Agreement Supplemental Exhibit CS1 “Customer Support Variables. If the Aircraft will be registered with the FAA, Boeing will pre-position in Oklahoma City, Oklahoma, for filing with the FAA at the time of delivery of the Aircraft an executed original Form 8050-2, Aircraft Bill of Sale, indicating transfer of title to the Aircraft from Boeing to Customer.

4.7 Delegation of Authority. If specifically requested in advance by Customer, Boeing will present a certified copy of a delegation of authority, designating and authorizing certain persons to act on its behalf in connection with delivery of the Aircraft.

5. DELIVERY ACTIONS BY CUSTOMER.

5.1 Aircraft Radio Station License. At delivery Customer will provide its aircraft radio station license to be placed on board the Aircraft following delivery.

5.2 Aircraft Flight Log. At delivery Customer will provide the aircraft flight log for the Aircraft.

5.3 Delegation of Authority. Upon advance request to Customer, Customer will present to Boeing at delivery of the Aircraft a copy of Customer's delegation of authority designating and authorizing certain persons to act on its behalf in connection with delivery of the specified Aircraft.

5.4 TSA Waiver Approval. Customer may be required to have an approved Transportation Security Administration (**TSA**) waiver for the ferry flight depending upon the Customer's en-route stop(s) and destination unless the Customer already has a TSA approved security program in place. Customer is responsible for application of the TSA waiver and obtaining TSA approval. If applicable, Customer will provide a copy of the approved TSA waiver to Boeing upon arrival at the Boeing delivery center.

5.5 Electronic Advance Passenger Information System. Should the ferry flight of an Aircraft leave the United States, the Department of Homeland Security office requires Customer to comply with the Electronic Advance Passenger Information System (**eAPIS**). Customer needs to establish their own account with US Customs and Border Protection in order to file for departure. If applicable, a copy of the eAPIS forms is to be provided by Customer to Boeing upon arrival of Customer's acceptance team at the Boeing delivery center.

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AIRFRAME AND OPTIONAL FEATURES ESCALATION ADJUSTMENT

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

Supplemental Exhibit AE1

to Purchase Agreement Number PA-05130

BOEING PROPRIETARY

AIRFRAME AND OPTIONAL FEATURES
ESCALATION ADJUSTMENT

relating to

BOEING MODEL 737-8-200 AND 737-7 AIRCRAFT

1. Formula.

Airframe and Optional Features price adjustments (**Airframe Price Adjustment**) are used to allow prices to be stated in current year dollars at the signing of this Purchase Agreement and to adjust the amount to be paid by Customer at delivery for the effects of economic fluctuation. The Airframe Price Adjustment will be determined at the time of Aircraft delivery in accordance with the following formula:

P_a = […***…]

Where:

P_a = Airframe Price Adjustment.

[…***…] = Airframe Price plus the price of the Optional Features (as set forth in Table 1 of this Purchase Agreement).

[…***…][…***…]
[…***…]

Where:

[…***…] is the base year airframe escalation index (as set forth […***…] of this Purchase Agreement);

[…***…] is a value determined using the U.S. Department of Labor, Bureau of Labor Statistics, […***…], calculated by establishing a […***…]arithmetic average value (expressed as a decimal and rounded to the nearest tenth) using the values for the […***…] prior to the month of scheduled delivery of the applicable Aircraft. As the […***…] values are only released on a quarterly basis, the value released for the first quarter will be used for the months of January, February, and March; the value released for the second quarter will be used for the months of April, May, and June; the value released for the third quarter will be used for the months of July, August, and September; the value released for the fourth quarter will be used for the months of October, November, and December.

M =[…***…]

Where:

CPI_b is the base year airframe escalation index (as set forth […***…] of this Purchase Agreement); and

[…***…] is a value determined using the U.S. Department of Labor, Bureau of Labor Statistics, […***…] calculated as a […***…] arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the […***…] prior to the month of scheduled delivery of the applicable Aircraft.

As an example, for an Aircraft scheduled to be delivered in the month of July, the months of June, July, and August of the preceding year will be utilized in determining the value of […***…].

Note:

(i) In determining the values of L and M, all calculations and resulting values will be expressed as a decimal rounded to the nearest ten-thousandth.

(ii) […***…] is the numeric ratio attributed to labor in the Airframe Price Adjustment formula.

(iii) […***…] is the numeric ratio attributed to materials in the Airframe Price Adjustment formula.

(iv) The denominators (**base year indices**) are the actual average values reported by the U.S. Department of Labor, Bureau of Labor Statistics. The actual average values are calculated as a […***…] arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the […***…] months prior to the airframe base year. The applicable base year and corresponding denominator is provided by Boeing in Table 1 of this Purchase Agreement.

(v) The final value of P_a will be rounded to the nearest dollar.

(vi) The Airframe Price Adjustment will not be made if it will result in a decrease in the Aircraft Basic Price.

2. Values to be Utilized in the Event of Unavailability.

2.1 If the Bureau of Labor Statistics substantially revises the methodology used for the determination of the values to be used to determine the […***…] values (in contrast to benchmark adjustments or other corrections of previously released values), or for any reason has not released values needed to determine the applicable Airframe Price Adjustment, the parties will, prior to the delivery of any such Aircraft, select a substitute from other Bureau of Labor Statistics data or similar data reported by non-governmental organizations. Such substitute index will be the same as that applied to other customers of the aircraft type and will result in the same adjustment, insofar as possible, as would have been calculated utilizing the original values adjusted for fluctuation during the applicable time period. However, if within twenty-four (24) months after delivery of the Aircraft, the Bureau of Labor Statistics should resume releasing values for the months needed to determine the Airframe Price Adjustment, such values

will be used to determine any increase or decrease in the Airframe Price Adjustment for the Aircraft from that determined at the time of delivery of the Aircraft.

2.2 Notwithstanding Article 2.1 above, if prior to the scheduled delivery month of an Aircraft the Bureau of Labor Statistics changes the base year for determination of the […***…] values as defined above, such re-based values will be incorporated in the Airframe Price Adjustment calculation.

2.3 In the event escalation provisions are made non-enforceable or otherwise rendered void by any agency of the United States Government, the parties agree, to the extent they may lawfully do so, to equitably adjust the Aircraft Price of any affected Aircraft to reflect an allowance for increases or decreases consistent with the applicable provisions of paragraph 1 of this Supplemental Exhibit AE1 in labor compensation and material costs occurring since eleven (11) months prior to the price base year shown in the Purchase Agreement.

2.4 If within twelve (12) months of Aircraft delivery, the published index values are revised due to an acknowledged error by the Bureau of Labor Statistics, the Airframe Price Adjustment will be re-calculated using the revised index values (this does not include those values noted as preliminary by the Bureau of Labor Statistics). A credit memorandum or supplemental invoice will be issued for the Airframe Price Adjustment difference. Interest charges will not apply for the period of original invoice to issuance of credit memorandum or supplemental invoice.

Note:

(i) The values released by the Bureau of Labor Statistics and available to Boeing […***…] prior to the first day of the scheduled delivery month of an Aircraft will be used to determine the […***…] values for the applicable months (including those noted as preliminary by the Bureau of Labor Statistics) to calculate the Airframe Price Adjustment for the Aircraft invoice at the time of delivery. The values will be considered final and no Airframe Price Adjustments will be made after Aircraft delivery for any subsequent changes in published Index values, subject always to paragraph 2.4 above.

(ii) The maximum number of digits to the right of the decimal after rounding utilized in any part of the Airframe Price Adjustment equation will be four (4), where rounding of the fourth digit will be increased to the next highest digit when the 5th digit is equal to five (5) or greater.

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BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

Supplemental Exhibit BFE1

to Purchase Agreement Number PA-05130

BOEING PROPRIETARY

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODELS 737-8-200 AND 737-7 AIRCRAFT

This Supplemental Exhibit BFE1 contains supplier selection dates, on-dock dates and other requirements applicable to the Aircraft.

1. Supplier Selection.

Customer will:

Select and notify Boeing of the suppliers and part numbers of the following BFE items by the following dates:

Galley System	[…***…]
Galley Inserts	[…***…]
Seats (passenger)	[…***…]
Overhead & Audio System	[…***…]
In-Seat Video System or PED	[…***…]
Miscellaneous Emergency Equipment	[…***…]
Cargo Handling Systems	N/A

Customer will enter into initial agreements with the selected Galley System, Galley Inserts, Seats, and In-Seat Video System suppliers on or before the above supplier selection dates to actively participate with Customer and Boeing in coordination actions including the Initial Technical Coordination Meeting (**ITCM**).

2. On-dock Dates and Other Information.

On or before […***…] prior to Aircraft delivery, Boeing will provide to Customer the BFE Requirements. These requirements may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions and other requirements relating to the in-sequence installation of BFE. For planning purposes, preliminary BFE on-dock dates are set forth below:

[…***…]

Month / Year	Aircraft Qty	Seats	Galley / Furnishings	Antennas & Mounting Equipment	Avionics	Cabin Systems Equipment	Misc. Emergency Equipment	Textiles / Raw Materials
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
TOTAL	[…***…]							

BOEING PROPRIETARY

[…***…]

Month / Year	Aircraft Qty	Seats	Galley / Furnishings	Antennas & Mounting Equipment	Avionics	Cabin Systems Equipment	Misc. Emergency Equipment	Textiles / Raw Materials
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
TOTAL	[…***…]							

3. Additional Delivery Requirements - Import.

Customer will be the **importer of record** (as defined by the U.S. Customs and Border Protection) for all BFE imported into the United States, and as such, it has the responsibility to ensure all of Customer's BFE shipments comply with U.S. Customs Service regulations. In the event Customer requests Boeing, in writing, to act as importer of record for Customer's BFE, and Boeing agrees to such request, Customer is responsible for ensuring Boeing can comply with all U.S. Customs Import Regulations by making certain that, at the time of shipment, all BFE shipments comply with the requirements in the "International Shipment Routing Instructions", including the Customs Trade Partnership Against Terrorism (**C-TPAT**), as set out on the Boeing website referenced below. Customer agrees to include the International Shipment Routing Instructions, including C-TPAT requirements, in each contract between Customer and BFE supplier.

http://www.boeing.com/companyoffices/doingbiz/supplier_portal/index_general.html

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CUSTOMER SUPPORT VARIABLES

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

SUPPLEMENTAL EXHIBIT CS1

To PURCHASE AGREEMENT NUMBER PA-05130

BOEING PROPRIETARY

CUSTOMER SUPPORT VARIABLES

relating to

BOEING MODELS 737-8-200 AND 737-7 AIRCRAFT

Customer and Boeing will conduct planning conferences approximately twelve (12) months prior to delivery of the first Aircraft, or as mutually agreed, in order to develop and schedule a customized support program (**Customer Support Program**) to be furnished by Boeing in support of the Aircraft.

The Customer Support Program will be based upon and equivalent to the entitlements summarized below.

1. Maintenance Training.

1.1 Airplane General Familiarization Course; […***…] class of […***…] students.

1.2 Avionics/Airframe/Powerplant/Electrical Line & Base Maintenance Course; […***…] classes of […***…] students per class.

1.3 Airframe/Powerplant Line & Base Maintenance Course; […***…]) class of […***…] students.

1.4 Avionics Line & Base Maintenance Course; […***…] class of […***…] students.

1.5 Engine Run-Up Course; […***…] classes of […***…] students per class.

1.6 Corrosion Prevention & Control Course; […***…] class of […***…] students.

1.7 Aircraft Rigging Course; […***…] class of […***…] students.

1.8 Structural Repair Manual Course; […***…] class of […***…] students.

1.9 Training materials will be provided to each student. In addition, […***…] set of training materials, including computer based training, instrument panel wall charts, training videos, training manuals, student reference guide, etc. will be provided for use in Customer's own training program.

2. Flight Training.

2.1 Type Rating Training for […***…] flight crews […***…]. The training will consist of ground school (utilizing interactive media (formerly computer based training)), flight training device, and full flight simulator.

2.2 Operational Familiarization for Dispatchers; […***…]

classes of […***…] students per class.

2.3 Cabin Safety Training; […***…] classes of […***…] students per class.

2.4 Performance Engineer Training in Boeing's regularly scheduled courses. Course schedules are published twice a year.

2.5 Training materials will be provided to each student. In addition, one (1) set of student training materials; including e-Learning materials, instrument panel wall charts, and training videos (if applicable) will be provided for use in Customer's own training program.

2.6 Additional Flight Operations Services:

The days listed in this section are measured from the day the instructor(s) depart Boeing until their return to Boeing, including travel and days off.

2.6.1 Provide […***…] total instructor pilot days, to be used for any of the following services:

Ferry flight
Airplane/base training
Simulator observation
Proving sectors/flights
Revenue services training/Initial operating experience/supervised flying

2.6.2 Provide an instructor pilot to visit Customer six (6) months after revenue service training to review Customer's flight crew operations for a […***…] period.

3. Planning Assistance.

3.1 Maintenance engineering. Notwithstanding anything in Exhibit B to the AGTA to the contrary, Boeing will provide the following maintenance engineering support:

3.1.1 Maintenance Planning Assistance. Upon Customer's request, Boeing will provide […***…] on-site visit to Customer's main base to assist with maintenance program development and to provide consulting related to maintenance planning. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.1.2 ETOPS Maintenance Planning Assistance. Upon Customer's request and subject to Boeing's consent, Boeing will provide […***…] on-site visit to Customer's main base to assist with the development of their Extended Operation (**ETOPS**) maintenance program and to provide consultation related to ETOPS maintenance planning. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.1.3 GSE/Shops/Tooling Consulting. Upon Customer's request, Boeing will provide […***…] on-site visit to Customer's main base to provide consulting and data for ground support equipment, maintenance tooling and requirements for maintenance shops. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.1.4 Maintenance Engineering Evaluation. Upon Customer's request, Boeing will provide […***…] on-site visit to Customer's main base to evaluate Customer's maintenance and engineering organization for conformance with industry best practices. The result of which will be documented by Boeing in a maintenance engineering evaluation presentation. Customer will be provided with a copy of the maintenance engineering evaluation presentation. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.2 Spares.

3.2.1 Recommended Spares Parts List (**RSPL**). A customized RSPL will be provided to identify spare parts required for the Customer Support Program.

3.2.2 Provisioning Training. Provisioning training will be provided for Customer's personnel at Boeing's facilities where documentation and technical expertise are available. Training is focused on the initial provisioning process and calculations reflected in the Boeing RSPL.

3.2.3 Spares Provisioning Conference. A provisioning conference will be conducted at Boeing's facilities where documentation and technical expertise are available.

4. Technical Data and Documents.

4.1 Flight Operations.

Airplane Flight Manual
Airplane Rescue and Fire Fighting Information
Dispatch Deviations Guide
ETOPS Guide Volume III – Operational Guidelines and Methods
Flight Attendant Manual
Flight Crew Operations Manual and Quick Reference Handbook
Flight Crew Training Manual
FMC Supplementary Data Document
Jet Transport Performance Methods
Operational Performance Software
Performance Engineers Tool
Weight and Balance Manual Chapter 1 Control and Loading

4.2 Maintenance.

Aircraft Maintenance Manual and XML Supplement
Component Maintenance Manual
Fault Isolation Manual
Fault Reporting Manual
Fuel Measuring Stick Manual
Illustrated Parts Catalog
Interactive Fault Isolation Manual
Nondestructive Test Manual
Powerplant Buildup Manual
Service Bulletins and Index
Standard Overhaul Practices Manual Chapter 20

Standard Wiring Practices Manual Chapter 20
Structural Repair Manual
System Schematic Manual
Wiring Diagram Manual

4.3 Service Engineering.

All Operators Messages
Maintenance Tips
Service Letters

4.4 Maintenance Programs Engineering.

Airline Maintenance Inspection Intervals
Airworthiness Limitations
Airworthiness Limitations – Line Number Specific
Certification Maintenance Requirements
Damage Tolerance Rating Check Form Document
ETOPS Configuration, Maintenance and Procedures
ETOPS Guide Volume I - Configuration, Maintenance & Procedures Supplement
ETOPS Guide Volume II - Maintenance Program Guidelines
EWIS ICA Source Document
Maintenance Planning Document and Supplement
Maintenance Task Cards and Index and Supplement
Special Compliance Items

4.5 Facilities and Equipment Planning.

Airplane Recovery Document
Engine Ground Handling Document
GSE Tooling Drawings
Illustrated Tool and Equipment Manual
Maintenance Facility and Equipment Planning Document
Special Tool and Ground Handling Equipment Drawings and Index

4.6 Airport Technology.

Airplane Characteristics for Airport Planning

4.7 Supplier Technical Data.

Supplier Component Maintenance Manuals
Product Support and Assurance Agreements

4.8 Product Standard.

Product Standard Data System

4.9 Fleet Statistical Data and Report.

Fleet reliability views, charts, and reports

4.10 Engineering Drawings.

Assembly and Installation Drawings

5. Aircraft Information.

5.1 **Aircraft Information**. is defined as that data provided by Customer to Boeing which falls into one (1) of the following categories: (i) aircraft operational information (including, but not limited to, flight hours, departures, schedule reliability, engine hours, number of aircraft, aircraft registries, landings, and daily utilization and schedule interruptions for Boeing model aircraft); (ii) summary and detailed shop findings data; (iii) line maintenance data; (iv) airplane message data, (v) scheduled maintenance data; (vi) service bulletin incorporation; and (vii) aircraft data generated or received by equipment installed on Customer's aircraft in analog or digital form including but not limited to information regarding the state, condition, performance, location, setting, or path of the aircraft and associated systems, sub-systems and components.

5.2 License Grant. It is acknowledged that Customer either owns or has the right to Aircraft Information and, to the extent Customer has or obtains rights to Aircraft Information and supplies the same to Boeing, Customer grants to Boeing a perpetual, world-wide, non-exclusive license to use and disclose such Aircraft Information and create derivatives thereof in Boeing data and information and products and services provided all Customer identification information is removed. Customer identification information may be retained as necessary solely for Boeing to provide products and services Customer has requested from Boeing or for Boeing to inform Customer of additional Boeing products and services. This grant is in addition to any other grants of rights in the agreements governing provision of such information to Boeing regardless of whether that information is identified as Aircraft Information in such agreement including any information submitted under the In Service Data Program (**ISDP**). The foregoing license grant does not convey to Boeing any form of title or ownership of the Aircraft Information.

For purposes of this article, Boeing is defined as The Boeing Company and its wholly owned subsidiaries.

Customer will provide Aircraft Information to Boeing through an automated software feed necessary to support Fleet Statistical Analysis. Boeing will provide assistance to Customer under a separate agreement for mapping services to enable the automated software feed.

6. Field Service Intro Representation.

Included within Boeing's field service representation will be […***…] introductory Field Service Representative available for […***…] at Customer's main maintenance location or another site requested by Customer and agreed by Boeing. If Customer requests field service representation at a site other than Customer's main maintenance location, Customer will assist the introductory Field Service Representative with airport identification passes and formal introduction to the airport authorities at such site.

ENGINE ESCALATION ADJUSTMENT, ENGINE WARRANTY AND PATENT INDEMNITY

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

Supplemental Exhibit EE1

to Purchase Agreement Number PA-05130

BOEING PROPRIETARY

ENGINE ESCALATION ADJUSTMENT,
ENGINE WARRANTY AND PATENT INDEMNITY

relating to

BOEING MODELS 737-8-200 AND 737-7 AIRCRAFT

1. ENGINE ESCALATION.

No separate engine escalation methodology is defined for the Aircraft. The engine price, at its basic thrust level, is included in and will be escalated in the same manner as the Airframe Price.

2. ENGINE WARRANTY AND PRODUCT SUPPORT PLAN.

Boeing has obtained from CFM International, Inc. (or CFM International, S.A., as the case may be) (**CFM**) CFM's guarantee that CFM will extend directly to Customer CFM's warranty, special guarantees and product support services (herein referred to as **Warranty**); subject, however, to Customer's acceptance of the conditions set forth in the Warranty.

In consideration for Boeing's having obtained CFM's guarantee to provide the Warranty directly to the Customer, Customer hereby releases and discharges Boeing from any and all claims, obligations and liabilities whatsoever arising out of the purchase or use of such engines and Customer hereby waives, releases and renounces all its rights in all such claims, obligations and liabilities. THE WARRANTY CFM EXTENDS DIRECTLY TO CUSTOMER IS EXCLUSIVE, AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY.

SERVICE LIFE POLICY COMPONENTS

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

SUPPLEMENTAL EXHIBIT SLP1

TO PURCHASE AGREEMENT NUMBER PA-05130

BOEING PROPRIETARY

SERVICE LIFE POLICY COMPONENTS

relating to

BOEING MODELS 737-8-200 AND 737-7 AIRCRAFT

This is the listing of SLP Components for the Aircraft which relate to Part 3, Boeing Service Life Policy of Exhibit C, Product Assurance Document to the AGTA and is a part of Purchase Agreement No. PA-05130.

1. Wing.

   (i) Upper and lower wing skins and stiffeners between the forward and rear wing spars.

   (ii) Wing spar webs, chords and stiffeners.

   (iii) Inspar wing ribs.

   (iv) Inspar splice plates and fittings.

   (v) Main landing gear support structure.

   (vi) Wing center section lower beams, spanwise beams and floor beams, but not the seat tracks attached to floor beams.

   (vii) Wing-to-body structural attachments.

   (viii) Engine strut support fittings attached directly to wing primary structure.

   (ix) Support structure in the wing for spoilers and spoiler actuators; for aileron hinges and reaction links; and for leading edge devices and trailing edge flaps.

   (x) Trailing edge flap tracks and carriages.

   (xi) Aileron leading edge device and trailing edge flap internal, fixed attachment and actuator support structure.

2. Body.

   (i) External surface skins and doublers, longitudinal stiffeners, longerons and circumferential rings and frames between the forward pressure bulkhead and the vertical stabilizer rear spar bulkhead and structural support and enclosure for the APU but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.

   (ii) Window and windshield structure but excluding the windows and windshields.

(iii) Fixed attachment structure of the passenger doors, cargo doors and emergency exits, excluding door mechanisms and movable hinge components. Sills and frames around the body openings for the passenger doors, cargo doors and emergency exits, excluding scuff plates and pressure seals.

(iv) Nose wheel well structure, including the wheel well walls, pressure deck, bulkheads, and gear support structure.

(v) Main gear wheel well structure including pressure deck and landing gear beam support structure.

(vi) Floor beams and support posts in the control cab and passenger cabin area, but excluding seat tracks.

(vii) Forward and aft pressure bulkheads.

(viii) Keel structure between the wing front spar bulkhead and the main gear wheel well aft bulkhead including splices.

(ix) Wing front and rear spar support bulkheads, and vertical and horizontal stabilizer front and rear spar support bulkheads including terminal fittings but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.

(x) Support structure in the body for the stabilizer pivot and stabilizer screw.

3. Vertical Stabilizer.

(i) External skins between front and rear spars.

(ii) Front, rear and auxiliary spar chords, webs and stiffeners and attachment fittings.

(iii) Inspar ribs.

(iv) Rudder hinges and supporting ribs, excluding bearings.

(v) Support structure in the vertical stabilizer for rudder hinges, reaction links and actuators.

(vi) Rudder internal, fixed attachment and actuator support structure.

4. Horizontal Stabilizer.

(i) External skins between front and rear spars.

(ii) Front and rear spar chords, webs and stiffeners.

(iii) Inspar ribs.

(iv) Stabilizer center section including hinge and screw support structure.

(v) Support structure in the horizontal stabilizer for the elevator hinges, reaction links and actuators.

(vi) Elevator internal, fixed attachment and actuator support structure.

5. Engine Strut.

(i) Strut external surface skin and doublers and stiffeners.

(ii) Internal strut chords, frames and bulkheads.

(iii) Strut to wing fittings and diagonal brace.

(iv) Engine mount support fittings attached directly to strut structure and including the engine-mounted support fittings.

6. Main Landing Gear.

(i) Outer cylinder.

(ii) Inner cylinder, including axles.

(iii) Upper and lower side struts, including spindles, universals and reaction links.

(iv) Drag strut.

(v) Orifice support tube.

(vi) Downlock links including spindles and universals.

(vii) Torsion links.

(viii) Bell crank.

(ix) Trunnion link.

(x) Actuator beam, support link and beam arm.

7. Nose Landing Gear.

(i) Outer cylinder.

(ii) Inner cylinder, including axles.

(iii) Orifice support tube.

(iv) Upper and lower drag strut, including lock links.

(v) Steering plates and steering collars.

(vi) Torsion links.

NOTE: The Service Life Policy does not cover any bearings, bolts, bushings, clamps, brackets, actuating mechanisms or latching mechanisms used in or on the SLP Components.

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2101477

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 aircraft and Model 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

The Purchase Agreement incorporates the terms and conditions of WJE-AGTA between Boeing and Customer. This Letter Agreement modifies certain terms and conditions of the AGTA with respect to the Aircraft.

1. […***…].

1.1 […***…].

1.2 […***…].

BOEING PROPRIETARY

1.3 […***…].

Months Prior to Delivery	Amount Due
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]

2. […***…].

2.1 […***…] the Purchase Agreement […***…] Customer […***…]. Other terms and conditions […***…] Agreement for the Aircraft.

2.2 […***…]the Purchase Agreement. […***…] Boeing […***…] Customer […***…] prior to delivery of the Delivering Aircraft.

3. […***…] described in Article 1 above, […***…].

3.1 […***…] Customer […***…].

3.2 […***…] Customer […***…] Customer and Boeing […***…].

4. […***…].

4.1 Customer […***…], on:

(i) […***…] under the Purchase Agreement,

(ii) […***…] between Boeing and Customer, or

(iii) […***…] with Boeing,

[…***…], then Boeing may, […***…] Customer, […***…] Non-Payment […***…].

4.2 If Boeing […***…] to Boeing, […***…] instruction from Boeing to the contrary, […***…] designated by Boeing.

4.3 For all purposes of this Article 4, including without limitation, notice, […***…]. Nothing herein will constitute […***…] of Boeing; all […***…] will be […***…]. Boeing expressly reserves all of its rights and remedies under any agreement and applicable law.

5. […***…].

5.1 Customer […***…].

5.2 Notwithstanding any […***…] of this Letter Agreement or the Purchase Agreement, […***…] Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. . Nothing in this statement is intended to support recovery from Allegiant of any benefits supplied hereunder for delivered Aircraft.

6. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

In addition to any equitable relief that may be available to the damaged party in the event of a breach of this paragraph, the damaged party will have remedies available to it under the Purchase Agreement and at law. If the foregoing correctly sets forth your understanding of our agreement with respect to the matters contained herein, please indicate your acceptance and approval below.

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].

Attachment A To
Letter Agreement No. WJE-PA-05130-LA-2101477
Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	[…***…]	[…***…]	**Configuration Specification:**	[…***…]			
Engine Model/Thrust:	[…***…]	[…***…]	**Airframe Price Base Year/Escalation Formula:**		[…***…]	[…***…]	
Airframe Price:		[…***…]	**Engine Price Base Year/Escalation Formula:**				
Optional Features:		[…***…]					
Sub-Total of Airframe and Features:		[…***…]	[…***…]				
Engine Price (Per Aircraft):		[…***…]					
Aircraft Basic Price (Excluding BFE/SPE):		[…***…]					
Buyer Furnished Equipment (BFE) Estimate:		[…***…]					
Seller Purchased Equipment (SPE) Estimate:		[…***…]					
[…***…]		[…***…]					
Deposit per Aircraft:		[…***…]					

Delivery Date	**Number of Aircraft**	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]

Attachment A To
Letter Agreement No. WJE-PA-05130-LA-2101477
Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
						[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
Total:	[…***…]										

This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].

Attachment B To
Letter Agreement No. WJE-PA-05130-LA-2101477
Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	[…***…]	[…***…]	**Configuration Specification:**	[…***…]	
Engine Model/Thrust:	[…***…]	[…***…]	**Airframe Price Base Year/Escalation Formula:**	[…***…]	[…***…]
Airframe Price:		[…***…]	**Engine Price Base Year/Escalation Formula:**		
Optional Features:		[…***…]			
Sub-Total of Airframe and Features:		[…***…]	[…***…]		
Engine Price (Per Aircraft):		[…***…]			
Aircraft Basic Price (Excluding BFE/SPE):		[…***…]			
Buyer Furnished Equipment (BFE) Estimate:		[…***…]			
Seller Purchased Equipment (SPE)		[…***…]			
[…***…]		[…***…]			
Deposit per Aircraft:		[…***…]			

Delivery Date	**Number of Aircraft**	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]

Attachment B To
Letter Agreement No. WJE-PA-05130-LA-2101477
Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
Total:	[…***…]									

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2101478

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. 05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC. (**Customer**) relating to Models 737-8-200 aircraft and 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

The terms of this Letter Agreement […***…]this Letter Agreement and any provision in the Purchase Agreement.

1. […***…].

This Letter Agreement sets forth the conditions under which Boeing […***…] to a subsidiary or affiliate of Customer (which is not contemplated in the AGTA and is not assignment to a third party intended to facilitate financing arrangements). […***…] time of delivery of the Aircraft will require that: […***…].

2. […***…].

2.1 In the […***…] as defined herein, of Customer's assignee, and […***…] under the Purchase Agreement […***…].

2.2 […***…] following events: (i) […***…]; (ii) […***…]; or (iii) […***…].

2.3 […***…].

3. Assignment.

This Letter Agreement is provided as an accommodation to Customer in consideration of its relationship with Boeing, and cannot be assigned in whole or in part. Nothing in this statement is intended to support recovery from Customer of any benefits supplied hereunder for delivered Aircraft.

BOEING PROPRIETARY

4. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*



The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2101479

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Models 737-8-200 and 737-7 aircraft (each or collectively **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

This Letter Agreement sets forth the rights and obligations between Boeing and Customer if Customer […***…]. The terms of this Letter Agreement will prevail if there is any conflict between this Letter Agreement and any provision of the Purchase Agreement.

1. […***…].

1.1 Boeing will consent to any reasonable request by Customer […***…] under the Purchase […***…]; provided that Customer […***…]accept Boeing's terms and conditions for […***…]. Such terms and conditions include, but are not limited to, the following: (i) […***…]; (ii) […***…]; (iii) Customer will […***…] to Boeing under the Purchase Agreement to perform all duties and obligations of Customer; (iv) Boeing will not be subject to any additional liability […***…] not otherwise be subject to under the Purchase Agreement; and, (v) […***…]the continued rights of Boeing under the Purchase Agreement, […***…].

1.2 […***…].

[…***…]	
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]

BOEING PROPRIETARY

[…***…].

1.3 Notwithstanding any other provisions of the Purchase Agreement, […***…].

1.3.1 […***…]

[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]

1.3.2 Subject to Customer facilitating execution of a proprietary information agreement between the applicable […***…] party and Boeing, […***…]:

[…***…]

1.3.3 […***…]

1.3.4 […***…]

1.3.5 […***…].

2. Manufacturer's Option.

[…***…] Customer's rights under the Purchase Agreement with respect to any Aircraft […***…] Boeing will have the right to assume those rights under the Purchase Agreement with respect to such Aircraft pursuant to the […***…].

3. […***…]

3.1 […***…]

3.2 […***…].

4. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. Nothing in this statement is intended to support recovery from Customer of any benefits supplied hereunder for delivered Aircraft.

5. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or advance payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*



The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2101481

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 and Model 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

[…***…] subject to the following terms and conditions:

1. Customer's Written Notice.

   Customer will provide written notice […***…],

2. […***…].

   2.1 […***…].

   2.2 […***…].

   2.3 […***…].

3. Definitive Agreement.

[…***…] Letter Agreement are further conditioned upon Customer and Boeing's executing a supplemental agreement to the Purchase Agreement for the purchase of the Substitute Aircraft […***…] of Customer's substitution notice to Boeing or of Customer's acceptance of an alternate delivery month in accordance with Article 2 above.

4. […***…].

4.1 […***…].

[…***…].

4.1.1 […***…]

4.1.2 […***…].

4.2 […***…].

5. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. Nothing in this statement is intended to support recovery from Allegiant of any benefits supplied hereunder for delivered Aircraft.

6. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2101482

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 and Model 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. Definition of Terms.

[…***…] (**Scheduled Delivery Month**) established in the Purchase Agreement […***…] of the AGTA and for which Customer […***…]
.

2. […***…]. Boeing […***…] Customer (i) […***…] and (ii) […***…]. Boeing […***…[Customer's […***…].

3. […***…] Boeing […***…] at a rate of (i) […***…] or (ii) […***…] at actual delivery of the Aircraft […***…].

4. […***…]. In addition […***…] for each […***…] after the Scheduled Delivery Month, […***…] as follows […***…] received by Boeing […***…].

[…***…].

[…***…].

[…***…].

5. […***…]. In addition to the […***…] above and […***…]:

5.1 […***…] Scheduled Delivery Month.

BOEING PROPRIETARY

5.2 […***…] Aircraft.

5.3 Other applicable provisions of the Purchase Agreement […***…] Aircraft, […***…] Aircraft.

6. […***…].

6.1 […***…].

6.2 […***…} Aircraft […***…] Aircraft […***…] Delivery Month […***…] Customer […***…] Boeing, […***…] Aircraft […***…]

.

6.3 […***…]. Customer […***…] Purchase Agreement […***…] Aircraft […***…] Aircraft […***…] Delivery Month […***…] Delivery Month.

6.4 […***…] Customer […***…] Purchase Agreement […***…] Aircraft […***…] Aircraft […***…] Delivery Month […***…] Purchase Agreement […***…] Delivery Month.

6.5 […***…] the Purchase Agreement […***…] Purchase Agreement […***…] Aircraft.

7. […***…].

[…***…] Purchase Agreement […***…] Aircraft […***…], Boeing […***…]:

(i) […***…] Aircraft.

(ii) […***…] Customer […***…] Boeing[…***…].

(iii) […***…] Aircraft.

8. Exclusive Remedies.

The remedies set forth in this Letter Agreement are Customer's exclusive remedies for a […***…] and are in lieu of all other damages, claims, and remedies of Customer arising at law or otherwise […***…]. Customer hereby waives and renounces all other claims and remedies arising at law or otherwise […***…].

9. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. […***…].

10. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof.

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2101483

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: a) Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Models 737-8-200 and 737-7 aircraft (each or collectively, **Aircraft**).

b) Customer Services General Terms Agreement No. WJE (**CSGTA**) between Boeing and Customer

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Customer's anticipated operating requirements for the Aircraft will require […***…] Maximum Takeoff Weight (**MTOW**), Maximum Landing Weight (**MLW**) and Maximum Zero Fuel Weight (**MZFW**) of the Aircraft. […***…] subject to the terms and conditions of this Letter Agreement.

Each Aircraft listed in […***…] as of the date of signing of this Letter Agreement […***…].

1. […***…] Description and Requirements.

1.1 At delivery of each […***…] in the following tables:

	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]

[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]

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[…***…]	[…***…]	[…***…]

	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]

1.2 […***…].

2. […***…].

Notwithstanding the terms of Article 1.2 above, […***…] Customer can […***…].

3. […***…].

3.1 […***…].

3.2 […***…].

3.2.1 […***…].

4. […***…].

[…***…].

5. Regulatory Agency Approval.

5.1 Boeing acknowledges that Customer does not require any regulatory agency approval […***…]. However, Customer is responsible […***…].

5.2 Boeing's […***…]pursuant to this Letter Agreement will not be interpreted to imply […***…]. Boeing will have no liability or obligation to Customer […***…].

6. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. Nothing in this statement is intended to support recovery from Allegiant of any benefits supplied hereunder for delivered Aircraft.

7. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal

counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2101485

Allegiant Air. LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 and 737-7 aircraft (each and collectively **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer […***…] expire upon delivery of the Aircraft to Customer.

1. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. […***…].

2. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure

BOEING PROPRIETARY

requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC		THE BOEING COMPANY	
By:	_____	By:	_____
Name:	_____	Name:	[…***…]
Title:	_____	Title:	Attorney-In-Fact

Attachments.

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

MODEL 737-7 PERFORMANCE GUARANTEES

FOR ALLEGIANT AIR, LLC

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	SOUND LEVELS
4	AIRCRAFT CONFIGURATION
5	[…***…]
6	[…***…]
7	[…***…]

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the "Performance Guarantees") are applicable to the 737-7 Aircraft […***…].

2 FLIGHT PERFORMANCE

2.1 […*…]**

2.1.1 […***…]

[…***…]

[…***…] […***…]
[…***…]

2.1.2 […***…]

2.2 […*…]**

2.3 […*…]**

2.4 […*…]**

2.5 […*…]**

2.5.1 […*…]**

2.5.2 […*…]**

2.5.3 […*…]**

2.5.4 […*…]**

2.5.5 […*…]**

2.5.6 [...***...]

2.5.7 [...***...]

3 **[…***…]**

3.1 **[…***…]**

3.1.1 **[…***…]**

4 **[…***…]**

4.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in D019A008, Revision Y, "Configuration Specification, Model 737-7, 737-8, 737-8200, 737-9, 737-10", dated December 18, 2020, plus any changes mutually agreed upon or otherwise allowed by the Purchase Agreement to be incorporated into the Customer's Detail Specification (herein referred to as the Detail Specification). Appropriate adjustment will be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance, sound levels, and/or weight and balance of the Aircraft. Such adjustment will […***…].

4.2 The […***…] payloads of […***…], and the specified payload of the […***…] will be adjusted by Boeing for the effect of the following on OEW in its […***…] with […***…]:

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the component weight allowances given in Appendix E of the Detail Specification and the actual weights.

5 **[…***…]**

5.1 […***…].

5.2 For the purposes of these 737-7 guarantees the Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, 14 CFR Part 25 effective February 1, 1965, including Amendments 25-1 through 25-137 plus Amendment 25-141 with the exceptions permitted by 14CFR21.101.

5.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental

regulation or requirement that affects the certification basis for the Aircraft as described in paragraphs 3.1 or 5.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, […***…] will be appropriately modified to reflect any such change.

5.4 […***…]

5.5 […***…]

5.6 […***…].

5.7 […***…].

5.8 […***…].

5.9 […***…].

6 **[…***…]**

6.1 Compliance with […***…] the Aircraft configuration of Section 4 and the guarantee […***…] Guarantee compliance will be shown for the units listed first, not for the units shown in parentheses.

6.2 Compliance with […***…]

6.3 Compliance with […***…].

6.4 Compliance with the […***…].

6.5 Compliance with […***…].

6.6 […***…].

6.7 The data derived from tests will be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices […***…].

6.8 Compliance will be based on the performance of the airframe and engines in combination, and will not be contingent on the engine meeting its manufacturer's performance specification.

7 **[…***…]**

The […***…] applicable to the Aircraft are those set forth in this Attachment.

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

MODEL 737-8200 PERFORMANCE GUARANTEES

FOR ALLEGIANT AIR, LLC

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	SOUND LEVELS
4	AIRCRAFT CONFIGURATION
5	[…***…]
6	[…***…]
7	[…***…]

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the "Performance Guarantees") are applicable to the 737-8200 Aircraft […***…].

2 FLIGHT PERFORMANCE

2.1 […*…]**

2.1.1 […***…]

2.1.2 […***…]

2.2 […*…]**

[…***…]

2.3 […*…]**

[…***…]

2.4 […*…]**

[…***…]

2.5 […*…]**

2.5.1 […*…]**

[…***…]

2.5.2 […*…]**

[…***…]

2.5.3 […*…]**

[…***…]

2.5.4 […*…]**

[…***…]

2.5.5 **[…***…]**

[…***…]

2.5.6 […***…]

[…***…]

2.5.7 **[…***…]**

[…***…]

3 **[…***…]**

3.1 **[…***…]**

3.1.1 **[…***…]**

[…***…]

4 **AIRCRAFT CONFIGURATION**

4.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in D019A008, Revision Y, "Configuration Specification, Model 737-7, 737-8, 737-8200, 737-9, 737-10", dated December 18, 2020, plus any changes mutually agreed upon or otherwise allowed by the Purchase Agreement to be incorporated into the Customer's Detail Specification (herein referred to as the Detail Specification). Appropriate adjustment will be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance, sound levels, and/or weight and balance of the Aircraft. Such adjustment will […***…].

4.2 The […***…]payloads of […***…] and the specified payload of the […***…] will be adjusted by Boeing for the effect of the following on OEW in its […***…] with […***…]:

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the component weight allowances given in Appendix E of the Detail Specification and the actual weights.

5 **[…***…]**

5.1 […***…].

5.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, the 737-8200 Certification Basis regulations specified in the Type Certificate Data Sheet A16WE, Revision 67, dated March 31, 2021.

5.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in paragraphs 3.1 or 5.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, […***…]will be appropriately modified to reflect any such change.

5.4 […***…]

5.5 […***…]

5.6 […***…].

5.7 […***…].

5.8 […***…].

5.9 […***…].

6 **[…***…]**

6.1 Compliance […***…], the Aircraft configuration of Section 4 and the guarantee […***…]. Guarantee compliance will be shown for the units listed first, not for the units shown in parentheses.

6.2 Compliance with […***…]

6.3 Compliance with […***…].

6.4 Compliance with […***…].

6.5 Compliance with […***…].

6.6 […***…].

6.7 The data derived from tests will be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices […***…].

6.8 Compliance will be based on the performance of the airframe and engines in combination, and will not be contingent on the engine meeting its manufacturer's performance specification.

7 **[…***…]**

The […***…] applicable to the Aircraft are those set forth in this Attachment.

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2101487

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: a) Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Models 737-8-200 and 737-7 aircraft (each or collectively, **Aircraft**).

b) Customer Services General Terms Agreement No. WJE (**CSGTA**) between Boeing and Customer.

This letter agreement (**Letter Agreement**) is entered into on the date below and amends and supplements the CSGTA. All terms used but not defined in this Letter Agreement have the same meaning as in the CSGTA, except for **Aircraft** which will have the meaning as defined in the Purchase Agreement.

In order to define the process by which Boeing and Customer will (i) identify those Spare Parts and Standards critical to Customer's successful introduction of the Aircraft into service and its continued operation, (ii) place Orders under the provisions of the CSGTA as supplemented by the provisions of this Letter Agreement for those Spare Parts and Standards, and (iii) manage the return of certain of those Spare Parts which Customer does not use, the parties agree as follows.

1. Definitions.

1.1 **Provisioning Data** means the documentation provided by Boeing to Customer, including but not limited to the Recommended Spare Parts List (**RSPL**), identifying all Boeing initial provisioning requirements for the Aircraft.

1.2 **Provisioning Items** means the Spare Parts and Standards identified by Boeing as initial provisioning requirements in support of the Aircraft, excluding special tools, ground support equipment (**GSE**), engines and engine parts.

1.3 **Provisioning Products Guide** means the Boeing Manual D6-81834 entitled "**Spares Provisioning Products Guide**".

BOEING PROPRIETARY

2. Phased Provisioning.

2.1 Provisioning Products Guide. Prior to the initial provisioning meeting Boeing will furnish to Customer a copy of the Provisioning Products Guide.

2.2 Initial Provisioning Meeting. […***…] to delivery of the first Aircraft, Customer will request and upon such request the parties will conduct an initial provisioning meeting, as applicable, where the procedures, schedules, and requirements for training will be established to accomplish phased provisioning of Spare Parts and Standards for the Aircraft in accordance with the Provisioning Products Guide. If the lead time from execution of the Purchase Agreement until delivery of the first Aircraft […***…], the initial provisioning meeting will be established as soon as reasonably possible after execution of the Purchase Agreement.

2.3 Provisioning Data. During the initial provisioning meeting Customer will provide to Boeing the operational parameter information described in Chapter 6 of the Provisioning Products Guide. After review and acceptance by Boeing of such Customer information, Boeing will prepare the Provisioning Data. Such Provisioning Data will be furnished to Customer […***…] after Boeing finalizes the engineering drawings for the Aircraft. The Provisioning Data will be as complete as possible and will cover Provisioning Items selected by Boeing for review by Customer for initial provisioning of Spare Parts and Standards for the Aircraft. Boeing will furnish to Customer revisions to the Provisioning Data […***…] following delivery of the last Aircraft or until the delivery configuration of each of the Aircraft is reflected in the Provisioning Data, whichever is later.

2.4 Buyer Furnished Equipment (**BFE**) Provisioning Data. Unless otherwise advised by Boeing, Customer will provide or ensure its BFE suppliers provide to Boeing the BFE data in scope and format acceptable to Boeing, in accordance with the schedule established during the initial provisioning meeting.

3. Purchase from Boeing of Spare Parts and Standards as Initial Provisioning for the Aircraft.

3.1 Schedule. In accordance with schedules established during the initial provisioning meeting, Customer may place Orders for Provisioning Items and any GSE, special tools or engine spare parts which Customer determines it will initially require for maintenance, overhaul and servicing of the Aircraft and/or engines.

3.2 Prices of Initial Provisioning Spare Parts.

3.2.1 Boeing Spare Parts. The Provisioning Data will set forth the prices for those Provisioning Items other than items listed in Article 3.3, below, that are Boeing Spare Parts, and such prices will be firm and remain in effect for one hundred eighty (180) days from the date the price is first quoted to Customer in the Provisioning Data.

3.2.2 Supplier Spare Parts. Boeing will provide estimated prices in the Provisioning Data for Provisioning Items other than items listed in Article 3.3, below, that are Supplier Spare Parts.

3.3 QEC Kits, Standards Kits, Raw Material Kits, Bulk Materials Kits and Service Bulletin Kits. In accordance with schedules established during the initial provisioning meeting, Boeing will furnish to Customer a listing of all components which could be included in the quick engine change (**QEC**) kits, Standards kits, raw material kits, bulk materials kits and service bulletin kits which may be purchased by Customer from Boeing. Customer will select, and provide to Boeing its desired content for the kits. Boeing will furnish to Customer as soon as practicable thereafter a statement setting forth a firm price for such kits. Customer will place Orders with Boeing for the kits in accordance with schedules established during the initial provisioning meeting.

4. Delivery.

For Spare Parts and Standards ordered by Customer in accordance with Article 3 of this Letter Agreement, Boeing will, insofar as reasonably possible, deliver to Customer such Spare Parts and Standards on dates reasonably calculated to conform to Customer's anticipated needs in view of the scheduled deliveries of the Aircraft. Customer and Boeing will agree upon the date to begin delivery of the provisioning Spare Parts and Standards ordered in accordance with this Letter Agreement. Where appropriate, Boeing will arrange for shipment of such Spare Parts and Standards which are manufactured by suppliers directly to Customer from the applicable supplier's facility. The routing and method of shipment for initial deliveries and all subsequent deliveries of such Spare Parts and Standards will be as established at the initial provisioning meeting and thereafter by mutual agreement.

5. […***…].

5.1 […***…].

5.2 […***…].

6. […***…].

6.1 […***…].

6.2 […***…].

6.3 […***…].

6.4 […***…].

6.5 […***…].

6.6 […***…].

7. Title and Risk of Loss.

Title and risk of loss of any Spare Parts or Standards delivered to Customer by Boeing in accordance with this Letter Agreement will pass from Boeing to Customer in accordance with the applicable provisions of the CSGTA. Title to and risk of loss of any Spare Parts or Standards returned to Boeing by Customer in accordance with this Letter Agreement will pass to Boeing upon delivery of such Spare Parts or Standards to Boeing in accordance with the provisions of Article 5.2 or Article 6.6, herein, as appropriate.

8. […***…].

[…***…].

9. Order of Precedence.

In the event of any inconsistency with respect to the subject matter hereof between the terms of this Letter Agreement and the terms of any other provisions of the CSGTA, the terms of this Letter Agreement will control.

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2101488

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 aircraft and Model 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. […***…]at the time of delivery of each such Aircraft, unless otherwise noted, Boeing will provide to Customer the following […***…]:

1.1 […***…]:

[…***…]	[…***…]
[…***…]	[…***…]

1.2 […***…]:

[…***…]	[…***…]
[…***…]	[…***…]

1.3 […***…]:

[…***…]	[…***…]
[…***…]	[…***…]

1.4 […***…]:

[…***…]	[…***…]
[…***…]	[…***…]

BOEING PROPRIETARY

1.5 […***…].

1.6 […***…]

Model	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]

1.7 […***…].

Model	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]

1.8 […***…].

1.9 […***…]:

[…***…]	[…***…]
[…***…]	[…***…]

1.10 […***…]:

[…***…]	[…***…]
[…***…]	[…***…]

1.11 […***…]:

[…***…]	[…***…]
[…***…]	[…***…]

1.12 […***…].

1.13 […***…].

2. […***…].

Unless otherwise noted, the amounts of […***…] scheduled delivery month of the respective Aircraft pursuant to […***…] the Purchase Agreement applicable to the Aircraft. Unless otherwise specified […***…] at the election of Customer, be […***…].

3. […***…].

[…***…].

3.1 […***…].

3.2 […***…].

4. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer taking title to the Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing. Nothing in this statement is intended to support recovery from Allegiant of any benefits supplied hereunder for delivered Aircraft.

5. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

In addition to any equitable relief that may be available to the damaged party in the event of a breach of this paragraph, the damaged party will have remedies available to it under this Purchase Agreement and at law.

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2101489

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-7 aircraft (individually and collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

Customer has requested a program which will demonstrate the projected maintenance costs for the Aircraft […***…]. In response to Customer's request, Boeing […***…] in the operation of the Aircraft […***…] as defined in this Letter Agreement […***…].

1. Covered Aircraft.

The Program […***…] in the Purchase Agreement at the time of the execution of this Letter Agreement that is operated by Customer (**Covered Aircraft**).

2. […***…].

[…***…].

3. […***…].

The Program will […***…].

4. […***…]Maintenance.

The maintenance […***…] subject to the conditions and limitations described in this Letter Agreement.

5. […***…].

BOEING PROPRIETARY

5.1 […***…].

5.2 […***…].

5.3 […***…]:

(i) […***…];

(ii) […***…]:

(a) […***…]

(b) […***…].

(iii) […***…]

(a) […***…].

(iv) […***…].

5.4 […***…].

5.5 […***…].

5.6 […***…].

5.7 […***…].

5.8 […***…].

5.9 […***…].

5.10 […***…].

5.11 […***…].

6. Calculation of […***…].

6.1 No later than […***…] prior to delivery of the first Covered Aircraft, Customer will provide to Boeing all labor and material maintenance cost data and operational assumptions for Customer's […***…] fleet covering the most recent […***…] of operation […***…], in a format as described in Attachment C. Customer will report costs in Customer's currency and define this currency where applicable in Attachment C.

6.2 Using the methodology set forth in Attachment B, Boeing will […***…].

6.3 […***…].

6.4 Boeing may […***…] if the number of Covered Aircraft, the delivery schedule, or the operational assumptions described in Attachment A change. Such adjustments shall be substantiated by Boeing to Customer's reasonable satisfaction.

7. Reporting of Actual Maintenance Data.

7.1 Within […***…] after the last day of each Reporting Period Customer will provide to Boeing general information and the Reported Maintenance Cost using the format defined in Attachment C. Customer will provide costs in Customer's currency and define this currency where applicable in Attachment C.

7.2 Failure to provide the data specified in Article 7.1 to Boeing within the specified ninety (90) day period will constitute Customer's acknowledgment that the performance of the Covered Aircraft complies with the Program Commitment. If Customer does not provide the aforementioned data for […***…] Reporting Periods after the Program Implementation Date, then the Program automatically terminates and all obligations described in this Letter Agreement will cease.

8. Calculation of […***…].

8.1 Subject to the limitations described in Article 10, within […***…] after receiving Customer's report in accordance with Article 7 for each Reporting Period, Boeing will use such Customer provided data and the methodology in Attachment B to […***…] for the Covered Aircraft as of the end of such Reporting Period and will provide to Customer a report […***…].

8.2 […***…], Customer will, upon request, submit to Boeing sufficient information to allow Boeing to verify:

8.2.1 the data reported by Customer pursuant to Article 7;

8.2.2 the data reflects the assumptions as described in Attachment A, that were relied upon in developing the […***…]; and

8.2.3 the data is consistent with all provisions of this Letter Agreement.

8.3 […***…], Customer submits to Boeing such information necessary for Boeing to:

8.3.1 […***…]; and

8.3.2 […***…].

8.4 At Customer's request Boeing will provide Customer information to verify the data described in Articles 8.1 and 8.3 and the calculations used to produce that data.

9. […***…].

9.1 […***…]:

9.1.1 […***…];

9.1.2 […***…];

9.1.3 […***…]

9.1.3.1 […***…].

9.1.4 […***…].

9.2 […***…].

10. Conditions and Limitations.

10.1 If, […***…], Boeing or any supplier issues service bulletins, service letters or other written instructions […***…], Customer and its subcontractors will comply with such instructions […***…] within a period of […***…] after issuance of such instructions […***…] to Customer's facility, or such longer period as may be mutually agreed by the parties (**Response Period**). If Customer or any of its subcontractors do not Comply within the Response Period, then after expiration of such Response Period […***…].

10.2 Customer will promptly notify Boeing in writing of any variations in its […***…] or procedures or […***…] which would affect the proper reporting of […***…]. Boeing will make […***…] to reflect the effect of any such variations.

10.3 Upon reasonable notice to Customer, Boeing will have the right […***…]. Customer will also make reasonable efforts to […***…] to the Covered Aircraft. Boeing will have the right to […***…] in performing such maintenance. Boeing will provide Customer written notification of its […***…].

10.4 Upon reasonable notice to Customer, Boeing may […***…].

10.5 […***…]:

(i) […***…].

(ii) […***…].

(iii) […***…].

(iv) […***…].

(v) […***…].

(vi) […***…].

(vii) […***…].

(viii) […***…].

(ix) […***…].

(x) […***…].

(xi) […***…].

(xii) […***…].

(xiii) […***…].

(xiv) […***…].

(xv) […***…].

(xvi) […***…].

(xvii) […***…].

10.6 The Program will be suspended […***…]. The Program will resume […***…] as of the end of any Reporting Period during the Program Term will exclude […***…] during any Reporting Period in which the Program was suspended […***…]. The Program will not be […***…].

11. Notice.

11.1 All reports submitted to Boeing will be addressed to the attention of:

Director - BCA Warranty and Product Assurance
Boeing Commercial Airplanes
P.O. Box 3707 Mail Code 21-24
Email: BCAG.CorresMgnt@boeing.com
Fax: 425-237-1706
Seattle, Washington 98124-2207

11.2 All reports submitted to Customer will be addressed to the attention of:

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144
[…***…]

12. Exclusive Remedy.

The remedies provided in Article 9 of this Letter Agreement are Customer's exclusive remedies with respect to the Program and are in lieu of all other damages, claims and remedies of Customer arising at law or otherwise with respect to the Program.

Customer hereby waives and renounces all other claims and remedies arising at law or otherwise under the Program.

13. DISCLAIMER, RELEASE AND EXCLUSION.

THIS LETTER AGREEMENT AND THE RIGHTS AND REMEDIES OF CUSTOMER AND OBLIGATIONS OF BOEING HEREIN ARE SUBJECT TO THE DISCLAIMER AND RELEASE, AND EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES PROVISIONS OF EXHIBIT C, PRODUCT ASSURANCE DOCUMENT, OF THE AGTA.

14. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

15. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

ATTACHMENT A

MAINTENANCE COST ASSUMPTIONS

Reference: Letter Agreement No. WJE-PA-05130-LA-2101489 to Agreement No. PA-05130 **Purchase Agreement**) […***…]

Subject: Data reported pursuant to Article 5.1 of the referenced Letter Agreement. All data in the tables below are for baseline purposes only.

General Assumptions		
	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	

Benchmark Aircraft Maintenance Assumptions					
	Planned Interval	**Check Yield**	[…***…]	[…***…]	[…***…]
On-Airplane					
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
Off-Airplane					
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]

Covered Aircraft Maintenance Assumptions					
	Planned Interval	**Check Yield**	[…***…]	[…***…]	[…***…]
[…***…]					
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]					
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]

[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]

ATTACHMENT B

ADJUSTMENTS

Boeing will adjust as described in this Attachment B the […***…] submitted, the […***…] reported and […***…] reported.

1. Currency Exchange Rate.

Boeing will […***…] submitted in the Customer's currency to U.S. Dollars by multiplying such reported costs by the applicable exchange rate published in the U.S. edition of the Wall Street Journal on the day (not including weekends or U.S. national holidays) nearest to the midpoint of the applicable Reporting Period.

2. […***…].

2.1 […***…].

2.2 […***…].

3. […***…].

[…***…]:

ATTACHMENT B

ADJUSTMENTS (CONTINUED)

3.1 […***…].

3.2 […***…].

3.3 […***…]:

(i) […***…];

(ii) […***…];

(iii) […***…]

(iv) […***…].

3.4 Boeing will […***…] by the Relative Difference to determine the […***…] for the Covered Aircraft.

ATTACHMENT B

ADJUSTMENTS (CONTINUED)

4. Reporting Period Adjustments.

4.1 The reported […***…] for a Reporting Period and the reported […***…] for a Reporting Period will be revised to values expressed in the […***…] published for the […***…] to the […***…] published during […***…] of the applicable Reporting Period.

4.2 The reported […***…] for a Reporting Period and the reported […***…] for a Reporting Period will be revised by multiplying the reported (i) […***…], and (ii) […***…] by the ratio of the […***…] specified in the operational assumptions to the […***…] as reported.

4.3 Recalculation of […***…].

4.3.1 Covered Aircraft. The […***…]is based on the number of Covered Aircraft. If the number of Covered Aircraft changes during any Reporting Period, the […***…] will be recalculated for that Reporting Period to address […***…].

4.3.2 Delivery Schedule. The […***…] is based on the delivery schedule of Covered Aircraft as described in Table 1 of the Purchase Agreement. If the delivery schedule for the Covered Aircraft changes during any Reporting Period, the […***…] will be recalculated for that Reporting Period and subsequent Reporting Periods to address […***…].

4.3.3 Furthermore, if Customer updates any operational assumptions, Boeing may adjust the […***…] as appropriate. For example, Boeing may adjust for assumptions such as:

(i) […***…];

(ii) […***…];

(iii) […***…];

(iv) […***…]

(v) […***…].

4.3.4 Boeing will provide Customer any recalculated […***…] for the applicable Reporting Period.

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

ATTACHMENT C

[…*…] BENCHMARK DATA / REPORTED […***…]**

Reference: Appendix C to Agreement No. PA-05130 (**Purchase Agreement**) and […***…]

Subject: Data reported pursuant to Article 5.1 of the referenced Letter Agreement

General Information					
Year		Average Number of Aircraft		Fleet Flight Hours	
Aircraft Model		Average Aircraft Age (years)		Fleet Cycles	

Maintenance Cost Information									
	Check Interval			[…***…]			[…***…]		
	Planned	**Actual**	**# Checks**	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
On-Airplane									
Line Maintenance			N/A						
Minor or “A” Check									
Major or “C” Check									
Heavy or “D” Check									
Off-Airplane									
Brakes									
Wheels, Tires									
Landing Gear									
APU									
Other Components			N/A						

BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2101490

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 aircraft (individually and collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

Customer has requested a program which will demonstrate the projected maintenance costs for the Aircraft […***…]. In response to Customer's request, Boeing […***…] as defined in this Letter Agreement […***…].

1. Covered Aircraft.

The Program […***…] in the Purchase Agreement at the time of the execution of this Letter Agreement that is operated by Customer (**Covered Aircraft**).

2. […***…].

[…***…].

3. […***…].

The Program will […***…].

4. […***…] Maintenance.

The maintenance […***…] subject to the conditions and limitations described in this Letter Agreement.

5. […***…].

5.1 […***…].

BOEING PROPRIETARY

5.2 […***…].

5.3 […***…]:

(i) […***…];

(ii) […***…]:

(a) […***…]

(b) […***…]

(iii) […***…]

(a) […***…]

(iv) […***…].

5.4 […***…].

5.5 […***…].

5.6 […***…].

5.7 […***…].

5.8 […***…].

5.9 […***…].

5.10 […***…].

5.11 […***…].

6. Calculation of […***…].

6.1 No later than […***…] prior to delivery of the first Covered Aircraft, Customer will provide to Boeing all labor and material maintenance cost data and operational assumptions for Customer's […***…] fleet covering the most recent […***…] of operation […***…], in a format as described in Attachment C. Customer will report costs in Customer's currency and define this currency where applicable in Attachment C.

6.2 Using the methodology set forth in Attachment B, Boeing will […***…].

6.3 […***…].

6.4 Boeing may […***…] if the number of Covered Aircraft, the delivery schedule, or the operational assumptions described in Attachment A change. Such adjustments shall be substantiated by Boeing to Customer's reasonable satisfaction.

7. Reporting of Actual Maintenance Data.

7.1 Within […***…] after the last day of each Reporting Period Customer will provide to Boeing general information and the Reported Maintenance Cost using the format defined in Attachment C. Customer will provide costs in Customer's currency and define this currency where applicable in Attachment C.

7.2 Failure to provide the data specified in Article 7.1 to Boeing within the specified ninety (90) day period will constitute Customer's acknowledgment that the performance of the Covered Aircraft complies with the Program Commitment. If Customer does not provide the aforementioned data […***…] Reporting Periods after the Program Implementation Date, then the Program automatically terminates and all obligations described in this Letter Agreement will cease.

8. Calculation of […***…].

8.1 Subject to the limitations described in Article 10, within […***…]after receiving Customer's report in accordance with Article 7 for each Reporting Period, Boeing will use such Customer provided data and the methodology in Attachment B to […***…] for the Covered Aircraft as of the end of such Reporting Period and will provide to Customer a report […***…].

8.2 […***…], Customer will, upon request, submit to Boeing sufficient information to allow Boeing to verify:

8.2.1 the data reported by Customer pursuant to Article 7;

8.2.2 the data reflects the assumptions as described in Attachment A, that were relied upon in developing the […***…]; and

8.2.3 the data is consistent with all provisions of this Letter Agreement.

8.3 […***…], Customer submits to Boeing such information necessary for Boeing to:

8.3.1 […***…]; and

8.3.2 […***…].

8.4 At Customer's request Boeing will provide Customer information to verify the data described in Articles 8.1 and 8.3 and the calculations used to produce that data.

9. […***…]

9.1 […***…]:

9.1.1 […***…];

9.1.2 […***…];

9.1.3 […***…];

9.1.3.1 […***…].

9.1.4 […***…].

9.2 […***…].

10. Conditions and Limitations.

10.1 If, […***…], Boeing or any supplier issues service bulletins, service letters or other written instructions […***…], Customer and its subcontractors will comply with such instructions […***…] within a period of […***…] after issuance of such instructions […***…] to Customer's facility, or such longer period as may be mutually agreed by the parties (**Response Period**). If Customer or any of its subcontractors do not Comply within the Response Period, then after expiration of such Response Period […***…].

10.2 Customer will promptly notify Boeing in writing of any variations in its […***…] or procedures or […***…] which would affect the proper reporting of […***…]. Boeing will make […***…] to reflect the effect of any such variations.

10.3 Upon reasonable notice to Customer, Boeing will have the right to […***…]. Customer will also make reasonable efforts to […***…] to the Covered Aircraft. Boeing will have the right to […***…] in performing such maintenance. Boeing will provide Customer written notification of its […***…].

10.4 Upon reasonable notice to Customer, Boeing may […***…].

10.5 […***…]:

(i) […***…].

(ii) […***…].

(iii) […***…].

(iv) […***…].

(v) […***…].

(vi) […***…].

(vii) […***…].

(viii) […***…].

(ix) […***…].

(x) […***…].

(xi) […***…].

(xii) […***…].

(xiii) […***…].

(xiv) […***…].

(xv) […***…].

(xvi) […***…].

(xvii) […***…].

10.6 The Program will be suspended […***…]. The Program will resume […***…] as of the end of any Reporting Period during the Program Term will exclude […***…] and […***…] during any Reporting Period in which the Program was suspended […***…]. The Program will not be […***…].

11. Notice.

11.1 All reports submitted to Boeing will be addressed to the attention of:

Director - BCA Warranty and Product Assurance
Boeing Commercial Airplanes
P.O. Box 3707 Mail Code 21-24
Email: BCAG.CorresMgnt@boeing.com
Fax: 425-237-1706
Seattle, Washington 98124-2207

11.2 All reports submitted to Customer will be addressed to the attention of:

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144
[…***…]

12. Exclusive Remedy.

The remedies provided in Article 9 of this Letter Agreement are Customer's exclusive remedies with respect to the Program and are in lieu of all other damages, claims and remedies of Customer arising at law or otherwise with respect to the Program. Customer hereby waives and renounces all other claims and remedies arising at law or otherwise under the Program.

13. DISCLAIMER, RELEASE AND EXCLUSION.

THIS LETTER AGREEMENT AND THE RIGHTS AND REMEDIES OF CUSTOMER AND OBLIGATIONS OF BOEING HEREIN ARE SUBJECT TO THE DISCLAIMER AND RELEASE, AND EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES PROVISIONS OF EXHIBIT C, PRODUCT ASSURANCE DOCUMENT, OF THE AGTA.

14. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

15. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

ATTACHMENT A

MAINTENANCE COST ASSUMPTIONS

Reference: Letter Agreement No. WJE-PA-05130-LA-2101490 to Agreement No. PA-05130 **Purchase Agreement**) and […***…]

Subject: Data reported pursuant to Article 5.1 of the referenced Letter Agreement. All data in the tables below are for baseline purposes only.

General Assumptions		
	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	

Benchmark Aircraft Maintenance Assumptions					
	Planned Interval	**Check Yield**	[…***…]	[…***…]	[…***…]
On-Airplane					
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
Off-Airplane					
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]

Covered Aircraft Maintenance Assumptions					
	Planned Interval	**Check Yield**	[…***…]	[…***…]	[…***…]
[…***…]					
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]					
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]

ATTACHMENT B

ADJUSTMENTS

Boeing will adjust as described in this Attachment B the […***…] submitted, the […***…] reported and […***…] reported.

1. Currency Exchange Rate.

Boeing will […***…] submitted in the Customer's currency to U.S. Dollars by multiplying such reported costs by the applicable exchange rate published in the U.S. edition of the Wall Street Journal on the day (not including weekends or U.S. national holidays) nearest to the midpoint of the applicable Reporting Period.

2. […***…].

2.1 […***…].

2.2 […***…].

3. […***…].

[…***…]:

ATTACHMENT B

ADJUSTMENTS (CONTINUED)

3.1 […***…].

3.2 […***…].

3.3 […***…]:

(i) […***…];

(ii) […***…];

(iii) […***…]; […***…]

(iv) […***…].

3.4 Boeing will […***…] by the Relative Difference to determine the […***…] for the Covered Aircraft.

ATTACHMENT B

ADJUSTMENTS (CONTINUED)

4. Reporting Period Adjustments.

4.1 The reported […***…] for a Reporting Period and the reported […***…] for a Reporting Period will be revised to values expressed in the […***…] published for the […***…] to the […***…] published during […***…] of the applicable Reporting Period.

4.2 The reported […***…] for a Reporting Period and the reported […***…] for a Reporting Period will be revised by multiplying the reported (i) […***…], and (ii) […***…] by the ratio of the […***…] specified in the operational assumptions to the […***…] as reported.

4.3 Recalculation of […***…].

4.3.1 Covered Aircraft. The […***…] is based on the number of Covered Aircraft. If the number of Covered Aircraft changes during any Reporting Period, the […***…] will be recalculated for that Reporting Period to address […***…].

4.3.2 Delivery Schedule. The […***…] is based on the delivery schedule of Covered Aircraft as described in Table 1 of the Purchase Agreement. If the delivery schedule for the Covered Aircraft changes during any Reporting Period, the […***…] will be recalculated for that Reporting Period and subsequent Reporting Periods to address […***…].

4.3.3 Furthermore, if Customer updates any operational assumptions, Boeing may adjust the […***…]as appropriate. For example, Boeing may adjust for assumptions such as:

(i) […***…];

(ii) […***…];

(iii) […***…];

(iv) […***…]; and

(v) […***…].

4.3.4 Boeing will provide Customer any recalculated […***…] for the applicable Reporting Period.

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

ATTACHMENT C

[…*…] BENCHMARK DATA / REPORTED […***…]**

Reference: Appendix C to Agreement No. PA-05130 (**Purchase Agreement**) and […***…]

Subject: Data reported pursuant to Article 5.1 of the referenced Letter Agreement

General Information					
Year		Average Number of Aircraft		Fleet Flight Hours	
Aircraft Model		Average Aircraft Age (years)		Fleet Cycles	

Maintenance Cost Information									
	Check Interval			[…***…]			[…***…]		
	Planned	**Actual**	**# Checks**	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
On-Airplane									
Line Maintenance			N/A						
Minor or “A” Check									
Major or “C” Check									
Heavy or “D” Check									
Off-Airplane									
Brakes									
Wheels, Tires									
Landing Gear									
APU									

BOEING PROPRIETARY

Other Components			N/A						

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05310-LA-2101491

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. WJE-PA-05310 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Models 737-8-200 and 737-7 aircraft (individually and collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. […***…]:

1.1 […***…]following formula:

[…***…]

Where:

[…***…].

1.2 […***…].

1.3 […***…].

1.4 […***…].

1.5 […***…].

1.6 […***…].

1.7 […***…].

BOEING PROPRIETARY

1.8 […***…].

1.9 […***…].

2. […***…].

[…***…]:

Program Term	Targets
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]

These […***…] are based on an […***…].

3. […***…].

3.1 […***…] if Customer (i) […***…] status reports and other substantiation data […***…], Boeing will:

3.1.1 investigate the circumstances […***…];

3.1.2 provide […***…] assistance to Customer […***…];

3.1.3 […***…] accessory, equipment or part (other than engines and engine parts) which are determined […***…];

3.1.4 […***…] such system, accessory, equipment or part;

3.1.5 […***…] at Customer's request, […***…] Boeing Warranty (Part 2 of Exhibit C, Product Assurance Document, of the AGTA, including without limitation Article 11 therein); and

3.1.6 […***…] if requested by Customer, […***…] obtain […***…] such design.

3.2 With respect to […***…] if Customer […***…] for each such […***…] period, Boeing will […***…], subject to the following conditions:

3.2.1 […***…];

3.2.2 the […***…] Boeing […***…] and may not […***…];

3.2.3 during the […***…], Customer will have […***…] and

3.2.4 Customer will have […***…] in order […***…] such condition.

4. […***…].

4.1 […***…]caused by any of the following events:

(i) […***…];

(ii) […***…];

(iii) […***…];

(iv) […***…];

(v) […***…];

(vi) […***…];

(vii) […***…];

(viii) […***…];

(ix) […***…];

(x) […***…]; or

(xi) […***…].

4.2 If […***…] is used […***…]for one of Customer's […***…]:

(i) […***…].

(ii) […***…].

4.3 […***…].

5. […***…].

5.1 Customer will provide status reports […***…].

5.2 The Customer's status reports […***…] above, […***…].

5.3 Customer […***…] Boeing […***…]Customer or (ii) […***…]Customer […***…] Boeing […***…]. In addition, Customer […***…] Boeing such data as may reasonably be required to:

(i) […***…],

(ii) […***…], and

(iii) […***…].

5.4 […***…] above, will […***…] that the […***…] under this Program […***…].

5.5 […***…]:

Director - Warranty & Product Assurance Contracts
Boeing Commercial Airplanes
P.0. Box 3707, Mail Code 2L-46
Seattle, Washington 98124-2207
Fax 425-237-1706
Email: BCAG.CorresMgnt@Boeing.com

6. […***…].

6.1 […***…].

6.2 […***…].

6.3 […***…].

6.4 […***…].

6.5 THE DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions stated in Article 11 of Exhibit C of the AGTA apply to this Program.

7. […***…].

Boeing and Customer agree it […***…] (a) by Boeing under the Purchase Agreement, or any other agreement between Boeing and Customer, or (b) by engine manufacturer under any agreement between engine manufacturer and Customer, […***…]. Boeing may […***…] Customer […***…]pursuant to such […***…].

8. Exclusive Remedy.

The remedies provided in Article 3 of this Letter Agreement are Customer's exclusive remedies with respect […***…]and are in lieu of all other damages, claims and remedies of Customer arising at law or otherwise with respect to the Program Customer hereby waives and renounces all other claims and remedies arising at law or otherwise […***…].

9. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the

prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters contained herein, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By _____

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC

By _____

Its _____

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-5130-LA-2103907

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-5130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 aircraft and Model 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. […***…].

1.1 […***…]

1.2 […***…].

1.3 […***…]

1.4 […***…].

2. […***….].

[…***…]:

2.1 […***…].

2.2 […***…].

3. […***…].

3.1 […***…].

3.2 […***…].

BOEING PROPRIETARY

4. Supplemental Agreement.

Customer and Boeing will use reasonable efforts to execute a supplemental agreement to the Purchase Agreement within […***…] following Customer's […***…] or Customer's acceptance of the Alternate Proposal, whichever is later, to document […***…].

5. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned in whole or, in part, without the prior written consent of Boeing. Nothing in this statement is intended to support recovery from Allegiant of any benefits supplied hereunder for delivered Aircraft.

6. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2103908

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to model 737-8-200 aircraft and model 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. […***…] Option Aircraft.

Subject to the terms and conditions contained in this Letter Agreement, in addition to the Aircraft described in Tables 1A and 1B to the Purchase Agreement as of the date of execution of this Letter Agreement, Customer will have the option to purchase […***…] option aircraft (**Option Aircraft**).

1.1 […***…].

2. Delivery.

The number of aircraft and tentative delivery months are listed in the Attachment to this Letter Agreement. The tentative delivery months are subject to the same Delivery Reset rights as provided for the Aircraft.

3. Configuration.

3.1 Subject to the provisions of Article 3.2 below, the configuration for the Option Aircraft will be the Detail Specification for model 737-8-200 or model 737-7 aircraft, as applicable, at the revision level in effect at the time of Supplemental Agreement (as defined in Article 8 below). Such Detail Specification will be revised to include (i) changes applicable to the Detail Specification that are developed by Boeing between the execution of the Purchase Agreement and the signing of the Supplemental Agreement […***…],

BOEING PROPRIETARY

(ii) changes required to obtain all required regulatory certificates (as applicable to all Aircraft under Article 2 of the AGTA Terms Revisions […***…] and (iii) other changes as mutually agreed.

3.2 Boeing reserves the right to configure the Option Aircraft starting from a different configuration specification, provided that it can achieve the same configuration which would result pursuant to the provisions of Article 3.1 above […***…].

4. […***…].

4.1 […***…].

4.2 […***…]

4.3 The Advance Payment Base Price will be developed in accordance with the terms of the Purchase Agreement and determined at the time of Supplemental Agreement.

5. Payment.

5.1 […***…].

5.2 Upon execution by the parties of the Supplemental Agreement for Option Aircraft, advance payments will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the Option Aircraft will be paid at the time of delivery.

6. Option Exercise.

6.1 Customer may exercise an Option by giving written notice to Boeing no later than the first (1st) day of the month that […***…] prior to the scheduled delivery month of the Option Aircraft listed in the Attachment (**Option Exercise Date**).

6.2 […***…].

7. […***…]

7.1 […***…].

7.2 […***…].

7.3 […***…].

8. Supplemental Agreement.

Following Customer's exercise of an option to purchase an Option Aircraft, Boeing and Customer will sign a supplemental agreement to the Purchase Agreement for the purchase of […***…] (**Supplemental Agreement**) within […***…] calendar days of such exercise. The Supplemental Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement and other terms

and conditions as may be agreed upon. In the event the parties have not entered into a Supplemental Agreement within […***…] following option exercise, either party may terminate the option to purchase such Option Aircraft by giving written notice to the other […***…]. If Customer and Boeing fail to enter into the Supplemental Agreement, Boeing will […***…], and will have no further obligation with respect to that Option Aircraft.

9. Assignment.

Notwithstanding any other provisions of the Purchase Agreement to the contrary, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft (and the Option Aircraft and/or Rolling Option Aircraft, as applicable and cannot be assigned, in whole or in part, without the prior written consent of Boeing. Nothing in this statement is intended to support recovery from Customer of any benefits supplied hereunder for delivered Aircraft.

10. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY



ATTACHMENT to
LETTER AGREEMENT NO. WJE-PA-05130-LA-2103908

OPTION AIRCRAFT DELIVERY, DESCRIPTION, PRICE AND ADVANCE PAYMENTS

This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].

Attachment To
Letter Agreement No. WJE-PA-05130-LA-2103908
Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	[…***…]	[…***…]	**Configuration Specification:**	[…***…]
Engine Model/Thrust:	[…***…]	[…***…]	**Airframe Price Base Year/Escalation Formula:**	[…***…] […***…]
Airframe Price:		[…***…]	**Engine Price Base Year/Escalation Formula:**	
Optional Features:		[…***…]		
Sub-Total of Airframe and Features:		[…***…]	[…***…]	
Engine Price (Per Aircraft):		[…***…]		
Aircraft Basic Price (Excluding BFE/SPE):		[…***…]		
Buyer Furnished Equipment (BFE) Estimate:		[…***…]		
Seller Purchased Equipment (SPE)		[…***…]		
[…***…]		[…***…]		
Deposit per Aircraft:		[…***…]		

Delivery Date	**Number of Aircraft**	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]

Attachment To
Letter Agreement No. WJE-PA-05130-LA-2103908
Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]			[…***…]	[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
Total:	[…***…]									

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-5130-LA-2103909

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-5130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Models 737-8-200 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

Boeing and Customer […***…].

1. […***…].

   1.1 […***…].

   1.2 […***…].

   1.3 […***…].

   1.4 […***…].

   1.5 […***…].

2. […***…].

   […***…] Boeing […***…] Aircraft […***…] Customer […***…].

3. […***…].

BOEING PROPRIETARY

3.1 […***…] Boeing […***…] Aircraft.

3.2 […***…] at Customer's request […***…] Boeing […***…].

3.3 […***…].

4. […***…].

[…***…].

5. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. […***…].

6. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*



The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2103923

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to model 737-8-200 and model 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. […***…]. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. […***…].

This Program applies to any […***…] at the time of delivery that […***…] with Boeing-designed corrective materials to comply with (i) […***…] or (ii) […***…].

2. […***…].

The term of the Program […***…] after delivery of each Aircraft […***…].

3. […***…].

3.1 […***…] required to […***…] by Boeing to Customer […***…] (including […***…].

3.2 […***…] in the Aircraft that Boeing is required to provide to Customer […***…].

4. General Conditions and Limitations.

4.1 Customer's written notice of Customer's intent to make a claim under this Program must be received by Boeing's Warranties Regional Manager […***…].

BOEING PROPRIETARY

4.2 THE DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions stated in Article 11 of Part 2 of Exhibit C of the AGTA apply to this Program.

5. Assignment.

Notwithstanding any other provisions of the Purchase Agreement to the contrary, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. Nothing in this statement is intended to support imply the actual or potential the recovery from Allegiant of any benefits supplied hereunder for Boeing Product installed in an Aircraft.

6. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to each of Customer and Customer affiliates' employees, officers and directors, legal counsel, professional advisors and auditors, with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters contained herein, please indicate your acceptance and approval below.

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2103924

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-5130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to model 7-8-200 Aircraft and model 737-7 aircraft (collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. […***…]:

   […***…].

2. […***…]:

   […***…]

3. […***…]:

   […***…]

4. […***…]:

   […***…]

5. […***…]:

   […***…]

6. […***…]:

BOEING PROPRIETARY

[…***…]

7. […***…]:

   […***…]

8. […***…]:
   […***…]

9. […***…]:

   […***…]

10. […***…]:

    […***…]

11. […***…]:

12. […***…]:

    […***…].

13. […***…]:

    […***…]

14. […***…]:

    […***…]

15. […***…]:

    […***…]

16. […***…]:

    […***…]

17. […***…]:

    […***…]

18. […***…]:

BOEING PROPRIETARY

[…***…]

19. […***…]:

    […***…]

20. […***…]:

    […***…]

21. […***…]:

    […***…]

22. […***…]:

    […***…]

23. […***…]:

    […***…]

24. […***…]:
    […***…]

25. […***…]

    […***…]

26. […***…]
    […***…]

27. […***…]:

    […***…]

28. […***…]:

    […***…]

29. […***…]
    […***…]

30. […***…]

[…***…]

31. […***…]

[…***…]

32. […***…]

[…***…]

33. […***…]:

[…***…]

34. […***…]

[…***…]

35. Confidentiality. The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof.

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-5130-LA-2103925

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-5130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Models 737-8-200 and 737-7 aircraft (individually and collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. […***…].

1.1 At Customer's request, […***…] on the Aircraft. The terms and conditions of this Letter Agreement will apply if Customer has accepted […***…].

1.2 […***…].

2. […***…].

2.1 […***…].

3. […***…].

3.1 Customer […***…] in support of Boeing's schedule requirements.

3.2 Customer […***…] requirements for software loading.

3.3 Customer […***…].

3.4 Customer […***…].

3.5 Customer […***…].

BOEING PROPRIETARY

4. […***…].

4.1 If […***…] , then (a) […***…] required to further […***…] and (b) Boeing […***…], if applicable, on the Aircraft.

4.2 […***…] to (a) […***…]and (b) schedule capacity, including […***…] as Aircraft delivery.

5. […***…].

5.1 Customer […***…]on the Aircraft.

5.2 […***…]of the AGTA and such Articles […***…].

5.3 The […***…] Exhibit B "Customer Support Document" of the AGTA.

5.4 Boeing […***…]and Article 11 of Part 2 of Exhibit C "Disclaimer and Release; Exclusion of Liabilities" of the AGTA and Article 8.2 "Insurance" of the AGTA […***…].

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2103930

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to model 737-8-200 aircraft and model 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. Definitions.

Airframe Price Adjustment means the price adjustment as defined in Supplemental Exhibit AE1 to the Purchase Agreement.

[…***…].

Escalation Forecast means the bi-annual escalation forecast Boeing issues in February and August based on Boeing's then current […***…]escalation formula.

Escalation Notice means the written communication from Boeing to Customer in accordance with Article 3.

[…***…].

Option Aircraft will have the meaning specified in Letter Agreement No. WJE-PA-05130-LA-2103908 entitled […***…]relating to Option Aircraft.

Program Aircraft means each Aircraft in Tables 1A and 1B of the Purchase Agreement as of the date of this Letter Agreement and any Option Aircraft […***…]for which Customer has exercised its option exercise rights.

[…***…].

BOEING PROPRIETARY

2. […***…].

[…***…].

3. Notice of Airframe Price Forecast prior to Delivery.

3.1 […***…]prior to a Program Aircraft scheduled delivery month, Boeing will review the Escalation Forecast and, if necessary, provide Customer with a one-time Escalation Notice in accordance with Attachment A. The Escalation Forecast period applicable to a given Program Aircraft is set forth in Attachment A.

3.2 […***…]:

3.2.1 […***…]

3.2.2 […***…]:

3.3 […***…].

3.3.1 […***…]

3.3.2 […***…].

3.3.3 […***…].

3.4 […***…].

4. […***…].

4.1 […***…]:

4.1.1 […***…].

4.1.2 […***…].

4.2 […***…].

4.3 […***…].

5. Effect on Advance Payments.

The amount and timing of advance payments Customer is required to pay to Boeing pursuant to the Purchase Agreement are unaffected by any terms set forth in this Letter Agreement.

6. […***…].

BOEING PROPRIETARY

The escalation adjustment for any other sum applicable to the Program Aircraft identified in the Purchase Agreement as subject to escalation pursuant to Supplemental Exhibit AE1, will be calculated using the escalation methodology established […***…].

7. Assignment.

Notwithstanding any other provisions of the Purchase Agreement to the contrary, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft (and the Option Aircraft […***…]) and cannot be assigned, in whole or in part, without the prior written consent of Boeing. […***…].

8. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

ATTACHMENT A

ESCALATION FORECAST & ESCALATION NOTICE DATE

[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]
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ATTACHMENT B

CUMULATIVE ANNUAL ESCALATION FACTORS

JANUARY 2019 BASE YEAR

[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
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BOEING PROPRIETARY

[…***…]	[…***…]	[…***…]	[…***…]	[…***…]
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The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2104792

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 and 737-7 aircraft (each or collectively **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. […***…].

[…***…]Customer's […***…]Aircraft in the Purchase Agreement, Boeing […***…]:

1.1 […***…], Boeing will […***…].

1.1.1 If[…***…]Customer […***…]:

(i) […***…]

(ii) […***…]

[…***…] of the AGTA.

1.1.2 […***…].

1.1.3 […***…].

1.2 […***…], Customer will […***…] Boeing […***…].

2. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. […***…].

BOEING PROPRIETARY

3. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2104982

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to model 737-7 aircraft (**737-7 Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. […***…].

   […***…].

2. […***…].

   2.1 […***…] Purchase Agreement […***…] Boeing […***…]
   2.2 Boeing […***…] Customer […***…].

3. […***…].

   Boeing […***…] Customer […***…].

4. […***…]

   […***…] the following:

4.1 Customer will […***…]

   4.1.1 […***…]

   4.1.2. […***…]

   4.1.3 […***…]

4.2 […***…].

   4.2.1 […***…].

   4.2.2 […***…].

BOEING PROPRIETARY

4.2.3 […***…].

4.2.4 […***…].

5. […***…].

5.1 […***…]

5.2 […***…].

6. […***…].

Customer […***…]

7. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer […***…] and cannot be assigned, in whole or in part, without the prior written consent of Boeing. […***…]

8. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to each of Customer and Customer affiliates' employees, officers and directors, legal counsel, professional advisors and auditors, with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof.

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC THE BOEING COMPANY

BOEING PROPRIETARY

By:	_____	By:	_____
Name:	_____	Name: […***…]	_____
Title:	_____	Title:	Attorney-In-Fact

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-LA-05130-LA-2105122

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-5130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to model 7-8-200 Aircraft and model 737-7 aircraft (collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

This Letter Agreement […***…]. The following is Boeing's understanding and current position for its tax filings and shall not serve as a substitute for the advice of Customer's own legal counsel.

1. Sales and Use Tax in the State of Washington

It is assumed and understood for purposes of this discussion, that delivery of the Aircraft is to be made to Customer in the State of Washington, that title to the Aircraft will be either (i) transferred directly from Boeing or Boeing's assignee to Customer, and that the Aircraft is to be used by Customer in interstate and foreign commerce for the transportation of property and persons for hire or (ii) will be purchased by Customer or Customer's assignee solely for the purpose of resale or lease such resale or lease being in the regular course of Customer's or Customer's assignees business, such resale or lease transactions being unrelated to a US Permanent Establishment of the Customer or Customer's assignee.

Present Washington law exempts from the Washington State sales tax any: "Sales of airplanes . . . for use in conducting interstate or foreign commerce by transporting therein or therewith property and persons for hire . . .; component part of such airplanes . . . in the course of constructing, repairing, cleaning, altering, or improving the same . . ." RCW 82.08.0262.

BOEING PROPRIETARY

Present Washington law exempts from the Washington State use tax: "The use of any airplane . . . used primarily in conducting interstate or foreign commerce by transporting therein or therewith property and persons for hire . . . and in respect to use of tangible personal property which becomes a component part of any such airplane . . ." RCW 82.12.0254.

Present Washington law exempts from the Washington State sales tax, sales of exports. "In all circumstances there must be a certainty of export and the process of export must have started. It is not important that title and/or possession of the goods pass in this state so long as delivery is made directly into the export channel." WAC 458-020-193C

By its definition, present Washington law exempts from Washington State sales tax: "Sales to a person who . . . purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person. . ." RCW 82.04.050.

Based on the foregoing, Boeing is of the opinion that under present law, if the exemption certificate required by the rules of the Washington State Department of Revenue is furnished by Customer to Boeing, the sale of the Aircraft by Boeing to Customer will not be subject to Washington State sales or use tax, and Boeing is not required to collect from Customer a Washington State sales or use tax as a result of such sale.

As of the date of this Letter Agreement, Boeing is not aware of any codified law or pending Washington State legislation that will impose a sales, use or similar transfer tax on the Aircraft within the period contemplated for delivery of the Aircraft.

2. United States Federal Income Taxes

As of the date of this Letter Agreement, under present United States federal law, the sale of aircraft to the Customer is not subject to federal income taxes imposed on the Customer related to the Aircraft or its Buyer Furnished Equipment within the period contemplated for delivery of the Aircraft, nor is Boeing aware of any codified law or pending federal legislation regarding such taxes.

As of the date of this letter agreement, United States federal tax law has not enacted a value added tax, goods and services tax, or other consumption type tax.

3. Cooperation and Mitigation

If prior to delivery of the Aircraft, United States federal income tax law or Washington State sales and use tax law has enacted or current law amended such that the delivery in Washington State of any Aircraft directly from Boeing or a Boeing assignee to Customer results in tax exposure to either party different from that described in paragraphs 1 and 2, above, the parties shall work together as permitted by applicable law to minimize the exposure to such taxes.

4. Confidential Treatment

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2105267

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. […***…].

[…***…].

2. Demonstration of Compliance.

Article 5.4 of the AGTA and the Performance Guarantees provide a procedure for demonstration of compliance with the Performance Guarantees prior to Aircraft delivery. That method will be used to demonstrate compliance with the Block Fuel Guarantee.

3. Rights and Obligations […***…].

[…***…], at the time Boeing tenders that Aircraft for delivery, Boeing will […***…]set forth in Articles 4 and 5. Customer cannot refuse to accept delivery of such Aircraft […***…].

4. Post Delivery Improvement […***…].

[…***…] the following terms and conditions will apply:

4.1 Boeing may design, or may cause engine manufacturer to design, airframe improvement parts and/or engine improvement parts (**Improvement Parts**) […***…].

4.2 If Boeing elects to provide, or causes to be provided, Improvement Parts for such Aircraft, then Customer and Boeing will agree upon the details of an Improvement Parts program. Improvement Parts will be provided, except those provided by the engine manufacturer[…***…]. Unless agreed to otherwise, Improvement Parts provided by the

BOEING PROPRIETARY

engine manufacturer will […***…]. Boeing and/or engine manufacturer, as applicable, will provide […***…]Customer.

4.3 If Customer elects to install Improvement Parts on such Aircraft, they will be installed within […***…] after the delivery of such Improvement Parts to Customer if such installation can be accomplished during Aircraft line maintenance. Improvement Parts which cannot be installed during Aircraft line maintenance will be installed within a mutually agreed period of time. All Improvement Parts must be installed according to Boeing and engine manufacturer instructions.

4.4 Boeing will provide and/or will cause engine manufacturer to provide […***…] Customer's […***…] at the time of installation, between Boeing and Customer or engine manufacturer and Customer, as applicable. Improvement Parts related to engines will […***…] Customer. Boeing and/or the engine manufacturer, as applicable, will give Customer reasonable advance written notice of the estimated on-dock date at Customer's maintenance base for any such Improvement Parts. […***…].

5. […***…].

[…***…].

5.1 […***…].

5.1.1

[…***…]
The following definitions will apply:

[…***…]

5.1.2 Customer will provide to Boeing, within […***…] following the end of each Annual Period, the $FLTFUEL_m$ and $FUELCOST_m$ data for each month in the Annual Period (**Fuel Data**) in a single summarized submittal for all applicable Aircraft.

5.1.3 Boeing will review the Fuel Data and Boeing may request additional information from Customer to further substantiate the Fuel Data. Such additional information will not be unreasonably requested by Boeing, nor unreasonably withheld by Customer.

5.1.4 […***…].

5.2 […***…].

5.3 […***…].

6. Duplication of Benefits.

Boeing and Customer agree it is not the intent of the parties to provide benefits hereunder that duplicate benefits to be provided (a) by Boeing under the Purchase

Agreement, or any other agreement between Boeing and Customer, or (b) by engine manufacturer under any agreement between engine manufacturer and Customer, due to the Aircraft not satisfying any performance metric similar to the Block Fuel Guarantee or any performance metric that otherwise impacts fuel burn. Boeing may offset its obligation to provide benefits hereunder against the benefits provided or to be provided to Customer by engine manufacturer or Boeing pursuant to such other guarantee.

7. Exclusive Remedy.

Customer agrees that the remedies contained in Articles 4 and 5 are Customer's exclusive remedies with respect to the Block Fuel Guarantee and are in lieu of all other rights, remedies, claims and causes of action Customer may have, arising at law or otherwise, under the Block Fuel Guarantee.

8. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

9. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters contained herein, please indicate your acceptance and approval below.

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2105268

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. […***…].

[…***…].

2. Demonstration of Compliance.

Article 5.4 of the AGTA and the Performance Guarantees provide a procedure for demonstration of compliance with the Performance Guarantees prior to Aircraft delivery. That method will be used to demonstrate compliance with the Payload Guarantee.

3. Rights and Obligations […***…].

[…***…] at the time Boeing tenders that Aircraft for delivery, Boeing will […***…] set forth in Article 4 and/or 5. Customer cannot refuse to accept delivery of such Aircraft […***…].

4. Post Delivery Improvements […***…].

[…***…] the following terms and conditions will apply:

4.1 Boeing may design, or may cause the engine manufacturer to design, airframe improvement parts and/or engine improvement parts (**Improvement Parts**) or provide other Aircraft capability […***…].

BOEING PROPRIETARY

4.2 If Boeing elects to provide, or to cause to be provided, Improvement Parts for such Aircraft, then Customer and Boeing will agree upon the details of an Improvement Parts program. Improvement Parts will be provided, except those provided by the engine manufacturer, […***…]. Unless agreed to otherwise, Improvement Parts provided by the engine manufacturer will […***…]. Boeing and/or the engine manufacturer, as applicable, will provide […***…] Customer.

4.3 If Customer elects to install Improvement Parts on such Aircraft, they will be installed within […***…] after the delivery of such Improvement Parts to Customer if such installation can be accomplished during Aircraft line maintenance. Improvement Parts which cannot be installed during Aircraft line maintenance will be installed within a mutually agreed period of time. All Improvement Parts must be installed according to Boeing and the engine manufacturer instructions.

4.4 Boeing will provide and/or will cause the engine manufacturer to provide […***…] Customer's […***…] at the time of installation between Boeing and Customer or the engine manufacturer and Customer, as applicable. Improvements related to engines will […***…] Customer. Boeing and/or the engine manufacturer, as applicable, will give Customer reasonable advance written notice of the estimated on-dock date at Customer's maintenance base for any such Improvement Parts. […***…].

5. […***…].

[…***…].

5.1 […***…].

5.1.1 […***…]:

Monthly Payload […***…] = […***…]

The following definitions will apply:

[…***…]

5.1.2 Customer will provide to Boeing, within […***…] following the end of each Annual Period, the NF_m data for each month in the Annual Period in a single summarized submittal for all applicable Aircraft.

5.1.3 Boeing will review the NF data and may request additional information from Customer to further substantiate the NF data. Such additional information will not be unreasonably requested by Boeing, nor unreasonably withheld by Customer.

5.1.4 […***…].

5.2 […***…].

5.3 […***…].

6. Duplication of Benefits.

Boeing and Customer agree it is not the intent of the parties to provide benefits hereunder that duplicate the benefits to be provided (a) by Boeing under the Purchase Agreement, or any other agreement between Boeing and Customer, or (b) by the engine manufacturer under any agreement between engine manufacturer and Customer, due to the Aircraft not satisfying any performance metric similar to the Payload Guarantee or any performance metric that otherwise impacts payload. Boeing may offset its obligation to provide benefits hereunder against the benefits provided or to be provided to Customer by the engine manufacturer or Boeing pursuant to such other guarantee.

7. Exclusive Remedy.

Customer agrees that the remedies contained in Articles 4 and 5 herein are Customer's exclusive remedies with respect to the Payload Guarantee and are in lieu of all other rights, remedies, claims and causes of action Customer may have, arising at law or otherwise under the Payload Guarantee.

8. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

9. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such

information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters contained herein, please indicate your acceptance and approval below.

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2105443

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 and Model 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. […***…].

1.1 […***…] Aircraft is defined by Configuration Specification D019A008, Revision X, dated April 30, 2020. […***…].

1.2 […***…]. Boeing and Customer will […***…] in accordance with the following […***…]:

1.2.1 […***…].

1.2.2 […***…].

1.2.3 […***…].

2. […***…].

2.1 […***…] Purchase Agreement […***…]:

2.1.1 […***…];

2.1.2 […***…];

2.1.3 […***…]Purchase Agreement; and

2.1.4 […***…].

BOEING PROPRIETARY

2.2 […***…].

2.3 […***…] Purchase Agreement […***…] Boeing […***…] Aircraft.

3. […***…].

[…***…] addressing one or more of the following […***…]:

3.1 […***…].

3.2 […***…].

3.3 […***…].

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

BOEING PROPRIETARY

*This copy of the document filed as an Exhibit excludes certain identified information because such information is both (i) not material and (ii) would likely cause competitive harm if publicly disclosed. Omissions are designated by the symbol […***…].*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2105503

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: […***…]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air (**Customer**) relating to model 737-7, 737-8-200 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. AOE Program.

Boeing has developed an airline operational efficacy program (**AOE Program**) utilizing industry accepted and regulatory required safety, operations, maintenance, flight crew and engineering standards for operators of commercial aircraft (**Industry Standards**). The AOE Program consists of (i) […***…]; and (ii) […***…].

2. […***…].

[…***…].

3. […***…].

[…***…] Boeing will provide […***…] Customer […***…].

4. […***…].

Boeing will […***…] Customer will be responsible for the […***…].

5. Terms.

The DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 11 of Part 2 of Exhibit C of the AGTA and

BOEING PROPRIETARY

the insurance provisions in Article 8.2 of the AGTA apply to all Reviews and Support provided under the AOE Program.

6. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. Nothing in this statement is intended to support recovery from Allegiant of any benefits supplied hereunder for delivered Aircraft.

7. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing. Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: _____

ALLEGIANT AIR, LLC	THE BOEING COMPANY
By: _____	By: _____
Name: _____	Name: […***…]
Title: _____	Title: Attorney-In-Fact

Exhibit 21

List of Subsidiaries

Name of Subsidiary	Jurisdiction of Incorporation or Organization
Allegiant Air, LLC	Nevada, USA
Allegiant Vacations, LLC	Nevada, USA
AFH, Inc.	Nevada, USA
SFB Fueling, LLC (50% sub of AFH, Inc.)	Delaware, USA
G4 Properties, LLC	Nevada, USA
Sunrise Asset Management, LLC	Nevada, USA
Allegiant Commercial Properties Inc.	Nevada, USA
Sunseeker Resorts, Inc.	Nevada, USA
Sunseeker Florida, Inc.	Florida, USA
Point Charlotte, LLC	Florida, USA
Point Charlotte Development, LLC	Florida, USA
G4 Works, LLC	Nevada, USA
Dustland, LLC	Nevada, USA
Sunseeker Florida North, Inc.	Florida, USA
SFI Equity Holdco, Inc.	Florida, USA

Note: In accordance with SEC rules, certain subsidiaries have been omitted which subsidiaries, in the aggregate, would not constitute a significant subsidiary as of the end of the year covered by this report.

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statement (No. 333-141227, 333-199734 and 333-215624) on Form S-8 and (No. 333-227737) on Form S-3ASR of our reports dated March 1, 2022, with respect to the consolidated financial statements of Allegiant Travel Company and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

Dallas, Texas
March 1, 2022

Exhibit 31.1

Certifications

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

1. I have reviewed this annual report on Form 10-K 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: March 1, 2022

/s/ Maurice J. Gallagher, Jr.

Title: Principal Executive Officer

Exhibit 31.2

Certifications

I, Gregory Anderson, certify that:

1. I have reviewed this annual report on Form 10-K 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: March 1, 2022

/s/ Gregory Anderson

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-K for the Year Ended December 31, 2021

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 annual report of Allegiant Travel Company (the "Company") on Form 10-K for the year ended December 31, 2021 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 Gregory Anderson, 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/ Gregory Anderson
Maurice J. Gallagher, Jr.	Gregory Anderson
Principal Executive Officer	Principal Financial Officer
March 1, 2022	March 1, 2022

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.