

**SARASOTA MANATEE AIRPORT AUTHORITY
AMENDMENT TO SCHEDULED AIRLINE
OPERATING AGREEMENT AND TERMINAL BUILDING LEASE**

THIS AMENDMENT is entered into as of the 1st day of July, 2021, by and between the **Sarasota Manatee Airport Authority**, a public and governmental body, existing under and by virtue of the laws of the State of Florida (hereinafter referred to as the "Authority"), and ALLEGiant Air, LLC, a Limited Liability Company organized and existing under the laws of the State of Nevada, and authorized to do business in the State of Florida (hereinafter referred to as "Airline").

WITNESSETH:

WHEREAS, Authority and Airline entered into the SARASOTA MANATEE AIRPORT AUTHORITY SCHEDULED AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE, (the "Agreement"), the term of which commenced simultaneously with this Amendment; and

WHEREAS, Authority and Airline desire to further amend said Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Authority and Airline, intending to be legally bound, agree as follows:

I. Article 4 TERM

Section 4.01 of the Agreement is deleted in its entirety and replaced with the following:

Section 4.01 Term

The term of this Agreement shall commence February 1, 2021 and terminate September 30, 2024, subject to the termination provisions of Article 13.

II. Article 5. RENTALS AND FEES

The following is added to Article 5 Rentals and Fees:

Section 5.12 Waiver of Certain Rentals and Fees

The Authority hereby waives and shall not require payment from Airline of Rentals and Fees (as described in Section 5.01 of the Agreement) that pertain to Exclusive Use Space, Preferential Use Space, and Preferential Apron Area (as each is described in Section 3.01 of the Agreement) for (1) the twelve months ending September 30, 2021. However, Airline shall continue to pay Rentals and Fees (as described in Section 5.01 of the Agreement) pertaining to Joint Use Space

and Common Use Space (as each is described in Section 3.01 of the Agreement) as well as any Non-Preferential Gate Use Fees and Landing Fees as described in Sections 5.04 and 5.05 of the Agreement, respectively, including any taxes in accordance with Section 9.04 of the Agreement.

III. Article 6 RECALCULATION OF RENTALS AND FEES

Section 6.09 is deleted in its entirety and replaced with the following:

Section 6.09. Year-End Adjustment to Actual and Settlement

A. On or about April 1 of each Fiscal year, Authority shall furnish Airline with an accounting of the costs and expenses actually incurred, revenues and other credits actually realized, (reconciled to the audited financial statements of the Airport System) and actual enplaned passengers and landed weights during the preceding Fiscal Year with respect to each of the components of the calculation of the average Terminal Building Rental Rate, the Preferential Apron Area Fee Rate, and the Landing Fee Rate in this Article 6 and shall recalculate the rates, fees, and charges required for the Fiscal Year based on those actual costs and revenues, including the proration of rentals for Common Use and Joint Use Space in accordance with the defined formulas. For the purposes of this Section, any revenues received by the Sarasota Manatee Airport Authority through the Coronavirus Aid, Relief, and Economic Security Act" or the "CARES Act" or any additional relief funds provided by Federal, State or Local Government bodies shall not be utilized in this recalculation.

B. If requested by any Signatory Airline, Authority shall convene a meeting of the Signatory Airlines to discuss the calculation of the year-end settlement.

C. In the event that Airline's rentals, fees, and charges billed during the Fiscal Year were more than the amount of Airline's rentals, fees, and charges required (as recalculated based on actual costs and revenues), such excess amount shall be paid to Airline in lump sum within sixty (60) days of the calculation of such final settlement.

D. In the event that Airline's rentals, fees, and charges billed during the Fiscal Year were less than the amount of Airline's rentals, fees, and charges required (as recalculated based on actual costs and revenues), such deficiency shall be billed to or collected from Airline for the period October 1, 2019 through September 30, 2023. For the period beyond September 30, 2023, such deficiency shall be billed to Airline and payable by Airline within 60 days of the date of invoice.

IV. Binding Nature. This Amendment shall be deemed a part of the Agreement. The provisions of this Amendment shall be binding upon, and inure to the benefit of, the respective successors and assigns (including without limitation, any receiver, debtor in possession or trustee in bankruptcy) of Airline and Authority.

V. Conflict or Inconsistency. In the event of any conflict or inconsistency between the terms and provisions contained in the Agreement and the terms and provisions contained in this Amendment, the terms and provisions of this Amendment shall govern

and prevail to the extent necessary to resolve such conflict or inconsistency. All other terms and provisions as set forth in the Agreement shall remain in full force and effect.

- VI. **Counterparts.** This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
- VI. **Miscellaneous.** This Amendment shall be deemed to have been negotiated and made in and shall be governed and interpreted under the laws of the State of Florida. This Amendment shall be subject to the dispute resolution, remedies and jurisdictional provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

SARASOTA MANATEE AIRPORT AUTHORITY

Signature

Date

Printed Name and Title

Witness KARL GARDEN

ALLEGiant AIR, LLC

Signature

7/1/2021

Date

Greg Anderson, EVP CFO

Printed Name and Title

Witness Thayne Klingler/Director Airport Affairs