

**FORM S-8**  
**SECURITIES AND EXCHANGE COMMISSION**

**REGISTRATION STATEMENT**  
**UNDER THE SECURITIES ACT OF 1933**

**Allegiant Travel Company**  
(Exact name of registrant as specified in its charter)

Nevada  
(State or other jurisdiction of incorporation or organization)

20-4745737  
(I.R.S. Employer Identification No.)

1201 N. Town Center Drive  
Las Vegas, Nevada 89144

(Address of principal executive offices, including zip code)

ALLEGiant TRAVEL COMPANY  
2022 Long Term Incentive Plan  
(Full title of the plan)

**Gregory Anderson**  
**President and Chief Financial Officer**  
1201 N. Town Center Drive  
Las Vegas, Nevada 89144  
(702) 851-7300

(Name, address and telephone number, including area code, of agent for service)

Copies to:

**Robert B. Goldberg, Esq.**  
**Senior Vice President, Senior Counsel**  
**Allegiant Travel Company**  
1201 N. Town Center Drive  
Las Vegas, Nevada 89144  
(702) 851-7300

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

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 7(a)(2)(B) of Securities Act.

**PART I**

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this filing in accordance with the provisions of Rule 428 under the Securities Act of 1933, as amended (the "Securities Act") and the introductory note to Part I of the Form S-8 instructions. The document containing the information specified in Part I will be delivered to the participants in the Plan as required by Rule 428(b)(1).

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed with or furnished to the Securities and Exchange Commission (the "Commission" or "SEC") by the registrant Allegiant Travel Company (the "Company"), are incorporated herein by reference and made part of this Registration Statement:

- a. Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on March 1, 2022;
- b. Quarterly Report on Form 10-Q for the three months ended March 31, 2022, filed with the SEC on May 5, 2022 and Quarterly Report on Form 10-Q for the three months ended June 30, 2022 filed with the SEC on August 4, 2022;
- c. Current Reports on Form 8-K filed with the SEC on January 28, 2022, February 7, 2022, April 28, 2022, June 22, 2022, July 28, 2022, August 2, 2022 and August 3, 2022 (item 2.03 only);
- d. The description of the Company's Common Stock contained in its Registration Statement on Form 8-A12B, filed on November 22, 2006, registering the Common Stock under Section 12 of the Securities Exchange Act of 1934, and any amendment or report filed for the purpose of updating such description.

In addition, all documents filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the effective date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement indicating that all securities offered hereby have been sold or deregistering all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents.

Any statement contained herein or in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed to constitute a part of this Registration Statement, except as so modified or superseded.

#### Item 4. Description of Securities.

Not Applicable.

#### Item 5. Interests of Named Experts and Counsel.

Not Applicable.

#### Item 6. Indemnification of Directors and Officers.

The Company's Articles of Incorporation provide that directors of the Company will not be personally liable for monetary damages to the Company for certain breaches of fiduciary duty as directors to the fullest extent allowable by Nevada law. Under Nevada law, subject to specified exceptions (including approval of certain illegal dividends or distributions), or unless the articles of incorporation provide for greater individual liability, a director or officer is not individually liable to the company or its stockholders or creditors for any damages as a result of any act or failure to act in his capacity as a director or officer other than in circumstances where both (a) the presumption that the director or officer acted in good faith, on an informed basis and with a view to the interests of the corporation has been rebutted, and (b) the actor or failure to act of the director or officer is proven to have been a breach of his or her fiduciary duties as a director or officer and such breach is proven to have involved intentional misconduct, fraud or a knowing violation of law. In appropriate circumstances, equitable remedies or non-monetary relief, such as an injunction, may remain available to a stockholder seeking redress from any such violation.

The Company also has the obligation, pursuant to Article Ten of the Company's By-Laws and under indemnification agreements, to indemnify any officer or director of the Company for all expenses actually and reasonably incurred by them in connection with any legal action brought or threatened against such person for or on account of any action or omission alleged to have been committed because such person was an officer or director, if the person acted in good faith and in a manner which the person believed to be in, or believed was not opposed to, the best interests of the Company and, with respect to criminal actions, such person had no reasonable cause to believe his conduct was unlawful; provided that such indemnification shall not be made if a final adjudication establishes such person's acts or omissions involved intentional misconduct, fraud, or a knowing violation of law and was material to the cause of action. The Company also maintains liability insurance for its directors and officers in order to limit its exposure to liability for indemnification of such persons.

These provisions may be held not to be enforceable for certain violations of the federal securities laws of the United States.

**Item 7. Exemption from Registration Claimed.**

Not Applicable.

**Item 8. Exhibits.**

[5.1\\*](#) [Opinion of Greenberg Traurig, LLP.](#)

[10.1](#) [Allegiant Travel Company 2022 Long-Term Incentive Plan, effective as of June 22, 2022, originally filed as Appendix A to the Company's Notice and Proxy Statement on Scheduled 14A filed on April 29, 2022.](#)

[10.2\\*](#) [Form of Restricted Stock Agreement for Directors.](#)

[10.3\\*](#) [Form of Restricted Stock Agreement for Executive Officers.](#)

[23.1](#) [Consent of Greenberg Traurig, LLP \(Included in Exhibit 5.1\).](#)

[23.2\\*](#) [Consent of KPMG, LLP.](#)

[24.1](#) [Powers of Attorney \(on signature page\).](#)

[107\\*](#) [Filing Fee Table](#)

\*Filed herewith.

**Item 9. Undertakings.**

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Company hereby undertakes that, for purposes of determining liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the

payment by the Company of expenses incurred or paid by a director, officer, or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Las Vegas, State of Nevada, on this 4th day of August, 2022.

ALLEGIANT TRAVEL COMPANY

By: /s/ John Redmond  
John Redmond  
Chief Executive Officer

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature to this Registration Statement appears below hereby constitutes and appoints each of Gregory Anderson and Robert Goldberg as such person's true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments to the Registration Statement, including post-effective amendments, and registration statements filed pursuant to Rule 462 under the Securities Act, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, and does hereby grant unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that each said attorney-in-fact and agent, or any substitute therefor, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on the 4th day of August, 2022.

**Signature****Title**

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*/s/ John Redmond*

John Redmond

Chief Executive Officer and Chairman of the Board,

Director

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*/s/ Gregory Anderson*

Gregory Anderson

President and Chief Financial Officer (Principal Financial Officer)

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*/s/ Rebecca Aretos*

Rebecca Aretos

Principal Accounting Officer

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*/s/ Maurice J. Gallagher Jr.*

Maurice J. Gallagher, Jr.

Chairman of the Board

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Director

Montie Brewer

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*/s/ Gary Ellmer*

Gary Ellmer

Director

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*/s/ Ponder Harrison*

Ponder Harrison

Director

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*/s/ Linda Marvin*

Linda Marvin

Director

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*/s/ Sandra Morgan*

Sandra Morgan

Director

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*/s/ Charles Pollard*

Charles Pollard

Director

**Calculation of Filing Fee Table**

**Form S-8**  
(Form Type)

**Allegiant Travel Company**  
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rate	Amount Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price <sup>(2)</sup>	Fee Rate	Amount of Registration Fee
Equity	Common Stock, par value \$0.001	Other <sup>(2)</sup>	2,000,000 <sup>(3)</sup>	\$115.88	\$231,760,000.00	0.0000927	\$21,484.15
<b>Total Offering Amounts</b>					\$231,760,000.00		\$21,484.15
<b>Total Fee Offsets</b>							—
<b>Net Fee Due</b>							\$21,484.15

- <sup>(1)</sup> Pursuant to Rule 416(a) promulgated under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall also cover any additional shares of Allegiant Travel Company (the “Registrant”) common stock, par value \$0.001 per share (“Common Stock”), that may become issuable under the Allegiant Travel Company 2022 Long Term Incentive Plan (the “Plan”) by reason of any stock dividend, stock split, recapitalization, or any other similar transaction that results in an increase in the number of outstanding shares of Common Stock of the Registrant.
- <sup>(2)</sup> Pursuant to Rule 457(c) and 457(h)(1) under the Securities Act, the proposed maximum offering price per share and the proposed maximum aggregate offering price for the shares have been calculated solely for the purpose of computing the registration fee on the basis of the average high and low prices of the Registrant’s Common Stock as reported by the Nasdaq Stock Market LLC on August 1, 2022.
- <sup>(3)</sup> Represents shares of Common Stock authorized for issuance under the Plan.

**ALLEGIANT TRAVEL COMPANY  
RESTRICTED STOCK  
AGREEMENT**

This Restricted Stock Agreement (the "Agreement") is made as of the [Grant Date] ("Date of Grant") between Allegiant Travel Company, a Nevada corporation (the "Company") and [Participant Name] ("Grantee").

1. LONG- TERM INCENTIVE PLAN. The restricted stock granted under this Agreement shall be subject to the terms, conditions and restrictions of the Allegiant Travel Company 2022 Long-Term Incentive Plan (the "Plan"). A copy of the Plan is available to Grantee upon request and is incorporated in this Agreement by this reference. Terms used in this Agreement that are defined in the Plan shall have the same meaning as in the Plan, unless the text of this Agreement clearly indicates otherwise.
2. RESTRICTED STOCK AWARDS.
  - A. The Company hereby grants to Grantee a total of [Number of Shares Granted] shares of the Company's Common Stock (the "Restricted Stock") subject to the terms and conditions set forth below.
  - B. Grantee will receive a certificate identifying the number of shares of common stock issued to the Grantee as Restricted Stock.
  - C. The Restricted Stock has been awarded as compensation to the Grantee for services to be rendered as a Director of the Company over the vesting period provided for herein.
  - D. This Agreement sets forth the terms, conditions and restrictions applicable to the Restricted Stock granted to Grantee.
3. RESTRICTIONS.
  - A. The Restricted Stock has been awarded to the Grantee subject to the transfer and forfeiture conditions set forth in Paragraph C below (the "Restrictions") which shall lapse, if at all, as described in Section 4 below. For purposes of this Award, the term Restricted Stock includes any additional shares of stock granted to the Grantee with respect to any Restricted Stock (e.g., shares issued upon a stock dividend or stock split) prior to the vesting of the Restricted Stock.
  - B. Grantee may not directly or indirectly, by operation of law or otherwise, voluntarily or involuntarily, sell, assign, pledge, encumber, charge or otherwise transfer (a "transfer") any of the Restricted Stock prior to vesting as provided in Section 4 below. Any transfer or attempted transfer prior to such time shall be null and void and of no effect whatsoever.
  - C. If the Grantee's service as a Director of the Company terminates prior to the vesting of all Restricted Stock of the Grantee for any reason other than as set forth in Section 4 below, then the Grantee shall forfeit all of the Grantee's right, title and interest in and to the Restricted Stock not vested as of the date of such termination and such Restricted Stock shall be reconveyed to the Company as of the date of such termination without further consideration or any act or action by the Grantee.
  - D. The Restrictions imposed under this Section 3 shall apply to all shares of the Company's common stock or other securities issued with respect to Restricted Stock hereunder in connection with any merger, reorganization, consolidation, recapitalization, stock dividend or other change in corporate structure affecting the common stock of the Company which occurs prior to the vesting of the Restricted Stock.
4. EXPIRATION AND TERMINATION OF RESTRICTIONS. The Restrictions imposed under Section 3 above will expire and vesting of the Restricted Stock shall be as follows:

On [the first anniversary date], the Restrictions will expire with respect to all of the Restricted Stock of the Grantee not forfeited prior to that date.

Notwithstanding anything herein to the contrary, all Restricted Stock of a Grantee shall become fully vested upon the Grantee's death or total disability or upon a "Change of Control" of the Company. Total disability shall be defined as a physician certified disability which permanently or indefinitely renders the Grantee unable to perform his usual duties for the Company.

For purposes of this Agreement, a "Change of Control" shall be deemed to have occurred if at any time after the date this Agreement is signed: (i) by any method, transaction or series of related transactions, more than 50% of the outstanding shares of Company or beneficial ownership thereof are acquired within a period of one year by a person or group (as defined in Section 13(d) of the Securities Exchange Act of 1934) other than the members of Company's Board, those persons who were more than 5% owners of the Company prior to the date of this Agreement, employees of the Company and any of their immediate family members and affiliates; (ii) there is a merger or consolidation of the Company in which the Company is not the continuing or surviving entity or in which the stockholders of the Company immediately before such transaction do not own in the aggregate at least 50% of the outstanding voting shares of the continuing or surviving entity immediately after such transaction; (iii) there is a merger or consolidation of the Company pursuant to which the Company's shares are converted into cash, securities or other property; or (iv) the Company sells, leases or exchanges all or substantially all of its assets or the Company's stockholders approve the liquidation or dissolution of the Company.

5. ADJUSTMENTS. If the number of outstanding shares of common stock of the Company is changed as a result of a stock dividend, stock split or the like without additional consideration to the Company, the number of shares of Restricted Stock under this Agreement shall be adjusted to correspond to the change in the outstanding shares of the Company's common stock.
6. VOTING AND DIVIDENDS. Subject to the restrictions contained in Section 3 hereof, the Grantee shall have all rights of a stockholder of the Company with respect to the Grantee's Restricted Stock, including the right to vote the shares of the Grantee's Restricted Stock and the right to receive any cash or stock dividends, including dividends of stock of a company other than the Company.

Cash dividends shall be paid to the Grantee regardless of whether the Restricted Stock is fully vested unless the cash dividend has been determined to be an extraordinary dividend by the Board of Directors.

Stock dividends issued with respect to the Grantee's Restricted Stock shall be treated as additional shares of the Grantee's Restricted Stock (even if they are shares of a company other than the Company) that are subject to the same restrictions and other terms and conditions that apply to the shares with respect to which such dividends are issued.

If there is an extraordinary cash dividend or if a dividend is paid in property other than cash or stock, the Grantee will be credited with the amount of such extraordinary cash dividend or property which would have been received had the Grantee owned a number of shares of common stock equal to the number of shares of Restricted Stock credited to his account. The extraordinary cash dividend or property so credited will be subject to the same restrictions and other terms and conditions applicable to the Restricted Stock under this Agreement and will be disbursed to the Grantee in kind simultaneously with the Restricted Stock to which such extraordinary cash dividend or property relates.

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

"This certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture and restrictions against transfer) contained in a Restricted Stock Agreement dated [Grant Date], between the registered owner of the shares represented hereby and Allegiant Travel

Company. Release from such terms and conditions shall be made only in accordance with the provisions of such Agreement, copies of which are on file in the office of Allegiant Travel Company.”

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

8. **WITHHOLDING TAXES.** The Company is entitled to withhold an amount equal to the Company’s required minimum statutory withholding taxes (if any) for the respective tax jurisdiction attributable to any share of common stock or property deliverable in connection with the Restricted Stock. Grantee may satisfy any withholding obligation in whole or in part by electing to have the Company retain shares of the Restricted Stock having a Fair Market Value on the date of vesting equal to the minimum amount to be withheld. Fair Market Value for this purpose shall be the closing price for a share of the Company’s common stock on the last trading day before the date of vesting.
9. **OTHER RIGHTS.** The grant of Restricted Stock does not confer upon Grantee any right to continue on the Board of Directors of the Company and does not interfere with the right of the Company to terminate Grantee’s service on the Board at any time in accordance with the Company’s By-Laws.
10. **CLAWBACK AGREEMENT.** In accordance with the Company’s clawback policy applicable to executive officers of the Company, in the event Grantee is an executive officer of the Company, then Grantee hereby agrees to reimburse the Company for all or any portion of any bonuses or incentive or equity-based compensation if the Compensation Committee of the Company’s Board of Directors in good faith determines: (a) the payment or grant was based on the achievement of certain financial results that were subsequently the subject of a material financial restatement (other than as a result of a change in accounting principles) and a lower payment or award would have occurred based upon the restated financial results; or (b) Grantee engaged in fraud or intentional misconduct related to the Company or its business. In each such instance, the Company will, to the extent practicable and allowable under applicable law, require reimbursement of any bonus or incentive or equity based compensation awarded or effect the cancellation of any unvested or deferred stock awards previously granted to Grantee in the amount by which Grantee’s bonus or incentive or equity based compensation for the relevant period exceeded the lower payment that would have been made based on the restated financial results, or such other amount as determined by the Compensation Committee, provided that the Company will not be entitled to recover bonuses or incentive or equity based compensation paid more than three years prior to the date the applicable restatement is disclosed.
11. **NOTICES.** Any written notice under this Agreement shall be deemed given on the date that is three business days after it is sent by registered or certified mail, postage prepaid, addressed either to the Grantee at his address as indicated in the Company’s employment records or to the Company at its principal office. Any notice may be sent using any other means (including personal delivery, expedited courier, messenger service, teletype, ordinary mail or electronic mail) but no such notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.
12. **NONTRANSFERABILITY.** This Agreement and all rights hereunder are nontransferable and nonassignable by the Grantee, other than by the last will and testament of Grantee or the laws of descent and distribution, unless the Company consents thereto in writing. Any transfer or attempted transfer except pursuant to the preceding sentence shall be null and void and of no effect whatsoever.
13. **SECTION 83(b) ELECTION.** Grantee may make an election to be taxed upon the grant of his Restricted Stock under Section 83(b) of the Internal Revenue Code of 1986, as amended. To effect such election, the Grantee must file an appropriate election with the Internal Revenue Service within thirty (30) days after the grant of the Restricted Stock and otherwise in accordance with the applicable Treasury Regulations.
14. **AMENDMENT.** This Agreement may not be amended except by a writing signed by the Company and Grantee.

15. HEIRS AND SUCCESSORS. Subject to Section 12 above, this Agreement and all terms and conditions hereof shall be binding upon the Company and its successors and assigns, and upon the Grantee and their heirs, legatees and legal representatives.
16. INTERPRETATION. Any issues of interpretation of any provision of this Agreement shall be resolved by the Compensation Committee of the Board of Directors of the Company.
17. SEVERABILITY. The provisions of this Agreement, and of each separate section and subsection, are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.
18. GOVERNING LAW. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed according to the internal law and not the law of conflicts of the State of Nevada.
19. WAIVER. The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or any other provision hereof.
20. DEEMED SIGNATURE: COUNTERPARTS. *It is contemplated that the Grantee will confirm his/her acceptance of the restricted stock grant evidenced hereby and the terms of this Agreement by logging onto the Plan administrator's website and electronically indicating his/her acceptance. As the Grantee's information on the Plan administrator's website is password protected, such acceptance shall be deemed to be the Grantee's acceptance absent Grantee's ability to establish that he/she did not accept this Agreement and that whoever indicated such acceptance did so without the Grantee's knowledge or acquiescence. Further, the acceptance by Grantee of any benefits from the ownership of stock granted under this Agreement (whether by voting the Restricted Stock, accepting dividends on the Restricted Stock, selling any shares of Restricted Stock or otherwise) shall also be deemed a confirmation by Grantee of his/her intent to be bound by the terms of this Agreement.* If this Agreement is physically signed (which is not required), then it may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document, and all counterparts shall be construed together and shall constitute one instrument. If this Agreement is physically signed (which is not required), this Agreement may be executed by any party by delivery of a facsimile or pdf signature, which signature shall have the same force as an original signature. Any party which delivers a facsimile or pdf signature shall promptly thereafter deliver an originally executed signature to the other parties; provided, however, that the failure to deliver an original signature page shall not affect the validity of any signature delivered by facsimile or pdf. A facsimile, pdf or photocopied signature shall be deemed to be the functional equivalent of an original for all purposes.

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

ALLEGiant TRAVEL COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

Name: **[Participant Name]**

Signature: [Signed Electronically]

Date: [Acceptance Date]

**ALLEGIANT TRAVEL COMPANY  
RESTRICTED STOCK  
AGREEMENT**

This Restricted Stock Agreement (the "Agreement") is made as of \_\_\_\_\_, 202\_ ("Date of Grant") between Allegiant Travel Company, a Nevada corporation (the "Company") and \_\_\_\_\_ ("Grantee").

1. LONG-TERM INCENTIVE PLAN. The restricted stock granted under this Agreement shall be subject to the terms, conditions and restrictions of the Allegiant Travel Company 2022 Long-Term Incentive Plan (the "Plan"). A copy of the Plan is available to Grantee upon request and is incorporated in this Agreement by this reference. Terms used in this Agreement that are defined in the Plan shall have the same meaning as in the Plan, unless the text of this Agreement clearly indicates otherwise.
2. RESTRICTED STOCK AWARDS.
  - A. The Company hereby grants to Grantee a total of \_\_\_\_\_ shares of the Company's Common Stock (the "Restricted Stock") subject to the terms and conditions set forth below.
  - B. The number of shares of common stock issued to the Grantee as Restricted Stock shall be recorded in the records of the Company.
  - C. The Restricted Stock has been awarded as compensation to the Grantee for services to be rendered over the vesting period provided for herein.
  - D. This Agreement sets forth the terms, conditions and restrictions applicable to the Restricted Stock granted to Grantee.
3. RESTRICTIONS.
  - A. The Restricted Stock has been awarded to the Grantee subject to the transfer and forfeiture conditions set forth in Paragraph C below (the "Restrictions") which shall lapse, if at all, as described in Section 4 below. For purposes of this Award, the term Restricted Stock includes any additional shares of stock granted to the Grantee with respect to any Restricted Stock (e.g., shares issued upon a stock dividend or stock split) prior to the vesting of the Restricted Stock.
  - B. Grantee may not directly or indirectly, by operation of law or otherwise, voluntarily or involuntarily, sell, assign, pledge, encumber, charge or otherwise transfer (a "transfer") any of the Restricted Stock prior to vesting as provided in Section 4 below. Any transfer or attempted transfer prior to such time shall be null and void and of no effect whatsoever.
  - C. If the Grantee's employment with the Company terminates prior to the vesting of all Restricted Stock of the Grantee for any reason other than as set forth in Section 4 below, then the Grantee shall forfeit all of the Grantee's right, title and interest in and to the Restricted Stock not vested as of the date of such termination and such Restricted Stock shall be reconveyed to the Company as of the date of such termination without further consideration or any act or action by the Grantee.
  - D. The Restrictions imposed under this Section 3 shall apply to all shares of the Company's common stock or other securities issued with respect to Restricted Stock hereunder in connection with any merger, reorganization, consolidation, recapitalization, stock dividend or other change in corporate structure affecting the common stock of the Company which occurs prior to the vesting of the Restricted Stock.
4. EXPIRATION AND TERMINATION OF RESTRICTIONS. The Restrictions imposed under Section 3 above will expire and vesting of the Restricted Stock shall be as follows:

- A. On \_\_\_\_\_, 202\_, the Restrictions will expire with respect to one-third (1/3) of the Restricted Stock of the Grantee not forfeited prior to that date;
- B. On \_\_\_\_\_, 202\_, the Restrictions will expire with respect to an additional one-third (1/3) of the Restricted Stock of the Grantee not forfeited prior to that date; and
- C. On \_\_\_\_\_, 202\_, the Restrictions will expire with respect to the balance of the Restricted Stock of the Grantee not forfeited prior to that date.

Notwithstanding anything herein to the contrary, the following special vesting rules shall apply:

All Restricted Stock of a Grantee shall become fully vested upon the Grantee's death or total disability. Total disability shall be defined as a physician certified disability which permanently or indefinitely renders the Grantee unable to perform his/her usual duties for the Company.

- 5. ADJUSTMENTS. If the number of outstanding shares of common stock of the Company is changed as a result of a stock dividend, stock split or the like without additional consideration to the Company, the number of shares of Restricted Stock under this Agreement shall be adjusted to correspond to the change in the outstanding shares of the Company's common stock.
- 6. VOTING AND DIVIDENDS. Subject to the restrictions contained in Section 3 hereof, the Grantee shall have all rights of a stockholder of the Company with respect to the Grantee's Restricted Stock, including the right to vote the shares of the Grantee's Restricted Stock and the right to receive any cash or stock dividends, including dividends of stock of a company other than the Company. Stock dividends issued with respect to the Grantee's Restricted Stock shall be treated as additional shares of the Grantee's Restricted Stock (even if they are shares of a company other than the Company) that are subject to the same restrictions and other terms and conditions that apply to the shares with respect to which such dividends are issued. If a dividend is paid in other property, the Grantee will be credited with the amount of property which would have been received had the Grantee owned a number of shares of common stock equal to the number of shares of Restricted Stock credited to his/her account. The property so credited will be subject to the same restrictions and other terms and conditions applicable to the Restricted Stock under this Agreement and will be disbursed to the Grantee in kind simultaneously with the Restricted Stock to which such property relates.
- 7. DELIVERY OF SHARES. The shares of Restricted Stock of the Grantee will be issued in the name of the Grantee as Restricted Stock and will be held by the Company prior to vesting in certificated or uncertificated form. If a certificate for Restricted Stock is issued prior to vesting, such certificate shall be registered in the name of the Grantee and shall bear a legend in substantially the following form:

"This certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture and restrictions against transfer) contained in a Restricted Stock Agreement dated \_\_\_\_\_, 202\_ between the registered owner of the shares represented hereby and Allegiant Travel Company. Release from such terms and conditions shall be made only in accordance with the provisions of such Agreement, copies of which are on file in the office of Allegiant Travel Company."

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

- 8. ADDITIONAL AGREEMENTS. As a material inducement to the grant of Restricted Stock to Grantee hereunder, the provisions of Sections 8, 9, 10, 11 and 12 shall apply.

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

- (i) "Prohibited Party" shall mean all travel partners of the Company who (a) have contracted for regular chartered air service with the Company during the one (1) year period prior to the date of termination of employment, (b) whose services are sold by the Company to produce ancillary revenue (such as Enterprise Rent a Car) or (c) have been solicited as potential travel partners of the Company (such as Viva Aerobus) at a meeting held at any time during the one (1) year period prior to the date of termination of employment of Employee.
  - (ii) The "Prohibited Time Period" shall mean the period beginning on the date of execution hereof and ending on the date that is two (2) years after the termination of Grantee's employment with the Company.
  - (iii) "Prohibited Employee" means any employee, independent contractor or consultant of the Company or its subsidiaries who worked for the Company or its subsidiaries at any time within six (6) months prior to the Determination Date.
  - (iv) "Determination Date" shall mean any date as of which a determination is being made as to who is a Prohibited Employee.
  - (v) "Employed" or "Employment" means, for purposes of this Agreement only, to be engaged in the performance of services for or on behalf of the Company or its subsidiaries, whether as an employee, independent contractor or otherwise.
  - (vi) "Works" means any work, studies, reports or analyses devised, developed, designed, formulated or reduced to writing by Grantee at any time while Grantee is or has been Employed by the Company, including, without limitation any and all compositions or works of authorship, concepts, compilations, abridgments, or other form in which Grantee may directly or indirectly recast, transform or adapt any of the foregoing.
  - (vii) "Materials" means any product, model, document, instrument, report, plan, proposal, specification, manual, tape, and all reproductions, copies or facsimiles thereof, or any other tangible item which in whole or in part contains, embodies or manifests, whether in printed, handwritten, coded, magnetic, digital or other form, any Confidential Information or Works.
- B. Grantee covenants and agrees that during the Prohibited Time Period, he/she shall not, for any reason, directly or indirectly (whether as officer, director, consultant, employee, representative, agent, partner, owner, stockholder or otherwise), (i) solicit charter air services from, or market charter air services to, any Prohibited Party, or (ii) enter into a transaction with a Prohibited Party as a result of which the Prohibited Party does, or is likely to, reduce the amount of business between the Prohibited Party and the Company.
- C. Grantee agrees that during the Prohibited Time Period, he/she shall not, for any reason, without the prior written consent of the Company, on his/her own behalf or in the service or on behalf of others, hire any Prohibited Employee or request or induce any Prohibited Employee to terminate that person's employment or relationship with the Company or to accept employment with any other person.

## 9. OWNERSHIP OF WORKS AND MATERIALS.

- A. Grantee agrees that all Confidential Information, Works and Materials are the sole and exclusive property of the Company.
- B. Grantee also specifically acknowledges and agrees that any tangible expression of any Confidential Information, Works or Materials were developed, made or invented exclusively for

the benefit of and are the sole and exclusive property of the Company or its successors and assigns as "works for hire" under Section 201 of Title 17 of the United States Code.

- C. In the event that any Confidential Information, Works or Materials are deemed not to be a work for hire, Grantee agrees to assign, and does hereby irrevocably assign, to the Company all of his/her right, title and interest in and to such Confidential Information, Works and Materials. Grantee further agrees to take any actions, including the execution of documents or instruments, which the Company may reasonably require to effect Grantee's assignment of rights pursuant to this Section 9C, and Grantee hereby constitutes and appoints, with full power of substitution and resubstitution, the Company as Grantee's attorney-in-fact to execute and deliver any documents or instruments which Grantee has agreed to execute and deliver pursuant to this Section 9C.
- D. Grantee hereby waives and releases in favor of Company all rights in and to the Confidential Information, Works and Materials and agrees that Company shall have the right to revise, condense, abridge, expand, adapt, change, modify, add to, subtract from, re-title or otherwise modify the Confidential Information, Works and Materials without Grantee's consent.

#### 10. CONFIDENTIALITY.

- (i) During the period beginning on the execution date of this Agreement and ending on the fifth (5th) anniversary of any termination or expiration of this Agreement, Grantee agrees that he/she shall not, except in pursuit of the Company's business or with the prior written consent of the Company, for his/her own benefit or for the benefit of any other person or entity:
- (ii) directly or indirectly disclose, reveal, report, duplicate or transfer any Confidential Information to any other person or entity outside of the Company;
- (iii) directly or indirectly aid, encourage, direct or allow any other person or entity outside of the Company to gain possession of or access to Confidential Information;
- (iv) directly or indirectly copy or reproduce Confidential Information, except as required as part of Grantee's duties for the Company; or
- (v) directly or indirectly use, sell or exploit any Confidential Information or aid, encourage, direct or allow any other person or entity to use, sell or exploit any Confidential Information.
- A. This covenant shall not apply to any Confidential Information now or hereafter voluntarily disseminated by the Company to the public, or which otherwise has become part of the public domain through means other than a breach of Grantee's duty of confidentiality hereunder. "Confidential Information", for purposes of this Agreement, shall mean information of the Company that constitutes a trade secret or confidential information under Nevada law and shall include, but not be limited to, all relevant information (whether or not reduced to writing and in any and all stages of development), concerning the Company and its services, plans, business practices, methods of operation, financial information, names or lists of names of employees, contractors, suppliers and customers, employee compensation and benefits, other personal employee information, interpretations, surveys, forecasts, marketing plans, development plans, notes, reports, market analyses, specialized software and databases and other information related to suppliers and customers that could be used as a competitive advantage by competitors if revealed or disclosed to such competitors or to persons or entities revealing or disclosing same to such competitors; together with any and all extracts, summaries and photo, electronic or other copies or reproductions, in whole or in part, stored in whatever medium. Grantee acknowledges that the Confidential Information is secret, confidential and proprietary to the Company and has been or will be disclosed to and/or obtained by Grantee in confidence and trust for the sole purpose of using the same for the sole benefit of the Company.

- B. Grantee hereby acknowledges and agrees that (i) the Company has expended considerable and substantial time, effort and capital resources to develop the Confidential Information, (ii) the Confidential Information is innovative and must receive confidential treatment to protect the Company's competitive position in the market and the Company's proprietary interest therein from irreparable damage, (iii) Grantee, by virtue of his/her relationship with the Company, has had and will have access to the Confidential Information, and (iv) the Confidential Information and all physical embodiments or other repositories of the same shall be and at all times remain the sole and exclusive property of the Company.
- C. Since irreparable harm will otherwise result to the Company in the event of a breach or threatened breach by Grantee of the provisions of Item 8A, the Company shall be entitled to an injunction restraining Grantee from disclosing, in whole or in part, any Confidential Information, or from rendering any services to any person, firm, company, association or other entity to whom such Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed. Grantee waives any requirement for the Company to post a bond or prove actual economic damage prior to seeking injunctive relief.
- D. Additionally, Grantee agrees that, upon the earlier of either the written request of the Company or upon termination of Grantee's Employment, Grantee will deliver to the Company all Confidential Information that Grantee has in Grantee's possession or control.

- 11. DISCLOSURE REQUIREMENTS. In order to avoid any ambiguity in connection with the creation of any Work which Grantee claims is not covered by this Agreement, Grantee agrees to disclose in writing to the Company complete details on any Works that are devised, developed, designed, formulated or reduced to writing by Grantee at any time while Grantee is or has been Employed by the Company. Such disclosure shall be made promptly upon development, design or formulation with respect to any Works created while Grantee is employed by the Company, and shall be disclosed in writing pursuant to such form as the Company may from time to time provide.
- 12. BUSINESS OPPORTUNITIES. For so long as Grantee is Employed by the Company, Grantee will not, without the prior written consent of the Company (which consent may be withheld by the Company in the exercise of its absolute discretion), engage, directly or indirectly, in any business, venture or activity that Grantee is aware or reasonably should be aware that the Company or any affiliate of the Company is engaged in, intends at any time to become engaged in, or might become engaged in if offered the opportunity, or in any other business, venture or activity if the Company reasonably determines that such activity would adversely affect the business of the Company or any affiliate thereof or the performance by Grantee of any of Grantee's duties or obligations to the Company.
- 13. WITHHOLDING TAXES. The Company is entitled to withhold an amount equal to the Company's required minimum statutory withholding taxes for the respective tax jurisdiction attributable to any share of common stock or property deliverable in connection with the Restricted Stock. Grantee may satisfy any withholding obligation in whole or in part by electing to have the Company retain shares of the Restricted Stock having a Fair Market Value on the date of vesting equal to the minimum amount to be withheld. Fair Market Value for this purpose shall be the closing price for a share of the Company's common stock on the last trading day before the date of vesting.
- 14. OTHER RIGHTS. The grant of Restricted Stock does not confer upon Grantee any right to continue in the employ of the Company and does not interfere with the right of the Company to terminate Grantee's employment at any time.
- 15. CLAWBACK AGREEMENT. In accordance with the Company's clawback policy applicable to executive officers of the Company, in the event Grantee is an executive officer of the Company, then Grantee hereby agrees to reimburse the Company for all or any portion of any bonuses or incentive or equity-based compensation if the Compensation Committee of the Company's Board of Directors in good faith determines: (a) the payment or grant was based on the achievement of certain financial results that were subsequently the subject of a material financial restatement (other than as a result of a change in accounting principles) and a lower payment or award would have occurred based upon the restated financial results; or (b) Grantee engaged in fraud or intentional misconduct related to the Company or its business. In each such

instance, the Company will, to the extent practicable and allowable under applicable law, require reimbursement of any bonus or incentive or equity based compensation awarded or effect the cancellation of any unvested or deferred stock awards previously granted to Grantee in the amount by which Grantee's bonus or incentive or equity based compensation for the relevant period exceeded the lower payment that would have been made based on the restated financial results, or such other amount as determined by the Compensation Committee, provided that the Company will not be entitled to recover bonuses or incentive or equity based compensation paid more than three years prior to the date the applicable restatement is disclosed.

16. NOTICES. Any written notice under this Agreement shall be deemed given on the date that is three business days after it is sent by registered or certified mail, postage prepaid, addressed either to the Grantee at his/her address as indicated in the Company's employment records or to the Company at its principal office. Any notice may be sent using any other means (including personal delivery, expedited courier, messenger service, telecopy, ordinary mail or electronic mail) but no such notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.
17. NONTRANSFERABILITY. This Agreement and all rights hereunder are nontransferable and nonassignable by the Grantee, other than by the last will and testament of Grantee or the laws of descent and distribution, unless the Company consents thereto in writing. Any transfer or attempted transfer except pursuant to the preceding sentence shall be null and void and of no effect whatsoever.
18. SECTION 83(b) ELECTION. Grantee may make an election to be taxed upon the grant of his/her Restricted Stock under Section 83(b) of the Internal Revenue Code of 1986, as amended. To effect such election, the Grantee must file an appropriate election with the Internal Revenue Service within thirty (30) days after the grant of the Restricted Stock and otherwise in accordance with the applicable Treasury Regulations.
19. AMENDMENT. This Agreement may not be amended except by a writing signed by the Company and Grantee.
20. HEIRS AND SUCCESSORS. This Agreement and all terms and conditions hereof shall be binding upon the Company and its successors and assigns, and upon the Grantee and his/her heirs, legatees and legal representatives.
21. INTERPRETATION. Any issues of interpretation of any provision of this Agreement shall be resolved by the Compensation Committee of the Board of Directors of the Company.
22. SEVERABILITY. The provisions of this Agreement, and of each separate section and subsection, are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.
23. GOVERNING LAW; JURISDICTION. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed according to the internal law and not the law of conflicts of the State of Nevada. Each of the undersigned further agrees that any action or proceeding brought or initiated in respect of this Agreement may be brought or initiated in the United States District Court for the State of Nevada or in any District Court located in Clark County, Nevada, and each of the undersigned consents to the exercise of personal jurisdiction and the placement of venue in any of such courts, or in any jurisdiction allowed by law, in any such action or proceeding and further consents that service of process may be effected in any such action or proceeding in the manner provided in Section 14.065 of the Nevada Revised Statutes or in such other manner as may be permitted by law. Each of the undersigned further agrees that no such action shall be brought against any party hereunder except in one of the courts above named.
24. WAIVER. The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or any other provision hereof.

25. DEEMED SIGNATURE: COUNTERPARTS. *It is contemplated that the Grantee will confirm his/her acceptance of the restricted stock grant evidenced hereby and the terms of this Agreement by logging onto the Plan administrator's website and electronically indicating his/her acceptance. As the Grantee's information on the Plan administrator's website is password protected, such acceptance shall be deemed to be the Grantee's acceptance absent Grantee's ability to establish that he/she did not accept this Agreement and that whoever indicated such acceptance did so without the Grantee's knowledge or acquiescence. Further, the acceptance by Grantee of any benefits from the ownership of stock granted under this Agreement (whether by voting the Restricted Stock, accepting dividends on the Restricted Stock, selling any shares of Restricted Stock or otherwise) shall also be deemed a confirmation by Grantee of his/her intent to be bound by the terms of this Agreement.* If this Agreement is physically signed (which is not required), then it may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document, and all counterparts shall be construed together and shall constitute one instrument. If this Agreement is physically signed (which is not required), this Agreement may be executed by any party by delivery of a facsimile or pdf signature, which signature shall have the same force as an original signature. Any party which delivers a facsimile or pdf signature shall promptly thereafter deliver an originally executed signature to the other parties; provided, however, that the failure to deliver an original signature page shall not affect the validity of any signature delivered by facsimile or pdf. A facsimile, pdf or photocopied signature shall be deemed to be the functional equivalent of an original for all purposes.

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

ALLEGIANTRAVEL COMPANY

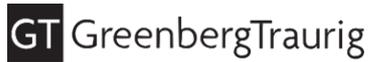
By: \_\_\_\_\_

Its: \_\_\_\_\_

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_



August 4, 2022

Allegiant Travel Company  
1201 North Town Center Drive  
Las Vegas, Nevada 89144

Re: 2022 Long Term Incentive Plan

Ladies and Gentlemen:

We have assisted in the preparation of a Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), relating to up to 2,000,000 shares (the "Shares") of common stock, \$0.001 par value per share (the "Common Stock"), of Allegiant Travel Company, a Nevada corporation (the "Company"), that may be issued under the Company's 2022 Long Term Incentive Plan, as amended and restated (the "Plan").

We have examined the Articles of Incorporation and Bylaws of the Company, each as amended to date, and originals, or copies certified to our satisfaction, of all pertinent records of the meetings of the directors and stockholders of the Company, the Registration Statement and such other documents relating to the Company as we have deemed material for the purposes of this opinion.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, photostatic or other copies, the authenticity of the originals of any such documents and the legal competence of all signatories to such documents.

We assume that the appropriate action will be taken, prior to the offer and sale of the Shares in accordance with the Plan, to register and qualify the Shares for sale under all applicable state securities or "Blue Sky" laws.

We express no opinion herein as to the laws of any state or jurisdiction other than the laws of the State of Nevada and the federal laws of the United States of America.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized for issuance and, when the Shares are issued and paid for in accordance with the terms and conditions of the Plan, the Shares will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion with the Commission in connection with the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Greenberg Traurig, LLP

Greenberg Traurig, LLP



KPMG LLP  
Suite 1400  
2323 Ross Avenue  
Dallas, TX 75201-2721

### Consent of Independent Registered Public Accounting Firm

The Board of Directors  
Allegiant Travel Company:

We consent to the use 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, incorporated herein by reference.

*KPMG LLP*

Dallas, Texas  
August 4, 2022

