



Pinellas County

Staff Report

File #: 26-1147A, **Version:** 1

Agenda Date: 9/10/2026

Subject:

Airline Operating and Use Agreement with Allegiant Air, LLC for the operation of scheduled commercial air service at the St. Pete-Clearwater International Airport.

Recommended Action:

Approval of the Airline Operating and Use Agreement (Agreement) with Allegiant Air, LLC (Allegiant) for operation of scheduled air service at the St. Pete-Clearwater International Airport (PIE).

- The new five-year Agreement for Fiscal Years (FY) 2027 through 2031 will provide PIE revenues of approximately \$22.8M representing a 61% increase over the prior Agreement for FY20-25 (FY25-26 was a second amendment extension) valued at approximately \$14.2M.
- PIE has an estimated \$3.4B annual regional economic impact as a result of this increased passenger growth (by Florida Aviation Economic Impact Study - 2022).
- In 2025, Allegiant transported 2.8M passengers to/from PIE. In 2026 so far, Allegiant has transported 1.4M passengers and now services 65 non-stop destinations.
- This Agreement is not budgeted for in the FY26 Adopted or FY27 Proposed Budget of PIE in the Airport Revenue and Operating Fund. Upon approval of this item, OMB will recommend a change to the FY27 Proposed Budget and user fees to include the figures in the Agreement. This agreement adds approximately \$1.042M of new revenue and reserve expenditures to the FY27 Proposed Budget for PIE. Following approval of this agreement, Airline revenue will have a FY27 Budget of \$4.211M and Reserves for Future Years will have a FY27 Budget of \$86.874M for future CIP. Based on projections and key assumptions in the Airport Revenue and Operating Fund Forecast, the revenue proposed in this agreement maintains fund solvency and ensures planned CIP projects are funded through at least FY31. Subject to future fiscal year budgets, the County maintains the authority to terminate this agreement.

Authorize the Chairman to sign and the Clerk of the Circuit Court to attest.

Strategic Priorities:

Prosperity and Opportunity

3.2 Provide and promote tourism opportunities.

3.3 Increase workforce opportunities.

3.5 Foster business growth.

Smart Service Delivery

4.2 Achieve and maintain a high level of customer satisfaction.

Summary:

The current Allegiant Operating Agreement second amendment expires on September 30, 2026. This new five-year agreement will expire September 30, 2031. This new agreement introduces a better, simplified revenue structure, defines a new Airline Service Incentive Program, and rewards

operational growth through tiered cost savings.

Background Information:

Allegiant began operations at PIE in November 2006 with two (2) based aircraft serving 12 non-stop routes, serving 668,000 passengers in their first year of service. In 2025, Allegiant transported 2.8M passengers to/from PIE. Allegiant now provides air service to 65 non-stop destinations, more non-stop destinations than any other airline serving the Tampa Bay area. PIE is Allegiant's third largest base airport across their network of 128 airports.

Allegiant's number of locally based employees has grown from 46 to approximately 500, including station employees, pilots, mechanics, and flight attendants. Allegiant plans to continue steady incremental growth at PIE for the foreseeable future with the acquisition of Sun Country.

Fiscal Impact:

The five-year Agreement (FY27-FY31) will provide revenues of approximately \$22.8M, which is a 61% increase over the prior five-year Agreement for FY20-25 (FY 25-26 was a Second Amendment Extension) valued at approximately \$14.2M.

The Agreement provides for charges In FY27 as follows:

- (1) Exclusive Office Space: \$24.26 per square foot for the term of the agreement.

Revenue generated per FY includes a 40% increase in year one (FY27) and a 3% escalation per year thereafter (FY28-FY31).

- (2) Landing fee per thousand pounds: \$1.43
- (3) Per-turn fee: \$250.57 (0-3,000 departures) *

*The agreement rewards operational growth through tiered cost savings on landing per-turn fees. An incentive for a 4% reduction is offered for 3,001 - 6,000 departures and an incentive of a 7% reduction is offered for 6,000+ departures.

This Agreement is not budgeted for in the FY26 Adopted or FY27 Proposed Budget of PIE in the Airport Revenue and Operating Fund. Upon approval of this item, OMB will recommend a change to the FY27 Proposed Budget and user fees before to include the figures in the Agreement. This agreement adds approximately \$1.042M of new revenue and reserve expenditures to the FY27 Proposed Budget for PIE. Following approval of this agreement, Airline revenue will have a FY27 Budget of \$4.211M and Reserves for Future Years will have a FY27 Budget of \$86.874M for future CIP. Based on projections and key assumptions in the Airport Revenue and Operating Fund Forecast, the revenue proposed in this agreement maintains fund solvency and ensures planned CIP projects are funded through at least FY31. Subject to future fiscal year budgets, the County maintains the authority to terminate this agreement.

Staff Member Responsible:

Mark E. Sprague, C.M., Director, St. Pete-Clearwater International Airport

Partners:

Allegiant Air

Attachments:

Airline Operating and Use Agreement

Airline Operating and Use Agreement Second Amendment

**ST. PETE-CLEARWATER INTERNATIONAL AIRPORT
AIRLINE OPERATING AND USE AGREEMENT**

This AIRLINE OPERATING AND USE AGREEMENT (Agreement) is an agreement made this 10th, day of September 2026, between PINELLAS COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and ALLEGIANT AIR, LLC, a limited liability company authorized to do business in the State of Florida, hereinafter referred to as "AIRLINE," collectively referred to as the "Parties."

WITNESSETH

WHEREAS, St. Pete-Clearwater International Airport (Airport) in Pinellas County, Florida, is owned by Pinellas County, a political subdivision of the State of Florida, with the right to operate the Airport, and to lease premises and facilities on Airport property, and to grant operating rights and privileges thereon, subject to the terms and conditions hereinafter set forth; and

WHEREAS, AIRLINE is a limited liability company primarily engaged in the business of providing air transportation with respect to person, cargo, and mail; and

WHEREAS, the Parties have entered into an agreement covering AIRLINE tenancy of certain Airport premises and the Parties desire to enter into this Agreement to set forth the rights, privileges, and obligations of both Parties and to facilitate the operation, development, promotion and improvement of air commerce at the Airport; and

WHEREAS, AIRLINE is a Federal Aviation Administration (FAA) certificated air carrier and desires to use the facilities of Airport in connection with its operations. This Agreement

with exhibits attached herein and made part of this Agreement shall set forth the terms and conditions of AIRLINE's use of Airport facilities; other than AIRLINE's lease of land, buildings or other facilities, which are subject to separate agreements; and

WHEREAS, AIRLINE desires to operate as a scheduled public airline service at Airport, and to use Airport terminal facilities in conjunction with its operations; facilities to include ticket counters, aircraft parking positions, passenger hold room area, signage, baggage scales, flight information display monitors, baggage makeup and baggage claim areas, including baggage claim devices; and

WHEREAS, in the interest of reducing noise impacts to residents who live within close proximity to the Airport, the Airport has established voluntary noise abatement and mitigation measures. AIRLINE is requested to honor said noise abatement and mitigation measures; and

WHEREAS, all exhibits attached hereto are incorporated by reference herein; and

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

The words and phrases cited in this section shall have the following meanings when used elsewhere in this Agreement:

Aircraft Arrival shall mean any aircraft arrival at the Airport (including, without limitation, scheduled, charter, sightseeing, test, ferry, courtesy, and inspection flights, or any other flights) operated by an air transportation company. Aircraft Arrival shall not include any flight that returns to the Airport because of mechanical, meteorological, or other precautionary reasons.

Airport Director shall mean the person designated by the COUNTY to exercise functions with respect to the rights and obligations of the COUNTY under this Agreement. Said term shall also include any person expressly designated by the COUNTY to exercise functions with respect to the rights and obligations of the Airport Director under this Agreement.

Airport Rules and Regulations shall mean those rules, regulations, and ordinances promulgated by the COUNTY or operating directives issued by the Airport Director, as the same may be amended, modified, or supplemented, from time-to-time to the extent that such rules, regulations, and ordinances, are not inconsistent with the purposes of this Agreement.

Air Transportation shall mean the carriage of persons property, cargo, and mail by aircraft and all other activities reasonably related thereto.

Deplaned Passengers shall mean all terminating passengers, and on-line or off-line transfer passengers, deplaning at the Airport, but excluding through passengers and non-revenue passengers.

Domestic Service shall mean any flight both originating and terminating in the continental United States of America or United States Territory.

Enplaned Passengers shall mean all local boarding, and on-line or off-line transfer passengers enplaning at the Airport and non-revenue passengers.

FAA shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.

Fiscal Year shall mean the twelve (12) month period beginning October 1 of any year and ending September 30 of the following year, or any other period specified by federal or state law.

Gates shall mean aircraft parking positions at the Terminal Building, together with hold room areas and loading bridges, and shall include preferential use of the podium and associated facilities for the gate.

Hazardous Material shall mean:

- (1) Any oil petroleum products, flammable substances, explosives, radioactive

materials, hazardous wastes or substances, toxic wastes or substances, or any other wastes, materials, or pollutants which that pose a hazard to the Airport premises or to the safety and/ or health of persons on or about the Airport and/ or cause AIRLINE's leased premises to be in violation of any federal, state, or local laws governing or regulating hazardous materials.

(2) Asbestos in any form, urea formaldehyde foam insulation, transformers, or other equipment which contains dielectric fluid containing regulated levels of polychlorinated biphenyls, or radon gas.

(3) Any chemical, material, or substance defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous material", "extremely hazardous waste", "restricted hazardous waste", "toxic substance", or similar words under any applicable local, state, or federal laws, or any regulations promulgated pursuant thereto, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. §§9601, et. seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S. U.S.C. §§1801, et seq.; the Federal Water Pollution Control Act (Clean Water Act, or CWA), as amended, 33 U.S.C.

§§1251 et seq.; The Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. §§6901, et seq.; the Toxic Substances Control Act (TSCA), as amended, 15 U.S.C. §§32601, et seq.

(4) Any other chemical, material, or substance, exposure to which that is prohibited, limited, or regulated by government authority, and which that may or could pose a hazard to the health and safety of occupants of the Airport, and or to any person entering upon the Airport or adjacent property, and/or any other chemical, material, or substance which that may or could pose a hazard to the environment or a person.

International Service shall mean any flight that originates or terminates outside the United States of America, including United States Territories.

Personal Property shall mean the trade fixtures, equipment, conveyors, inventory, furniture, or supplies, owned or leased by AIRLINE (from a party other than the COUNTY)

and installed or used at the Airport in the conduct of AIRLINE's Air Transportation business that are removable from AIRLINE's leased premises without substantial or permanent injury or damage to the AIRLINE's leased premises.

Public Areas shall mean those areas of the Terminal Building not leased to any person, company, or corporation that are open to the general public.

TSA shall mean the Department of Homeland Security and Transportation Security Administration, or their authorized successor(s).

ARTICLE 2 - USE PRIVILEGES

Section 2.1 Exclusive Use. Subject to the terms, provisions and exhibits hereto, including the Airport Rules and Regulations, as amended, AIRLINE shall be entitled to the exclusive use of certain areas in the Airport terminal in accordance with "Exhibit A," attached hereto, and such exclusive areas may be adjusted from time to time by mutual agreement of the parties.

Section 2.2 Non-Exclusive Use. The Parties further agree that AIRLINE shall have non-exclusive use of areas designated by the Airport Director, for the sole purpose of its conduct of air transportation operations. Furthermore, the COUNTY hereby grants AIRLINE permission to use designated aircraft parking positions on the terminal ramp, equipment provided by the Airport, and terminal operating facilities (i.e. airline ticket counter, baggage makeup area, baggage breakdown area, baggage claim area, hold rooms, gate, and aircraft parking apron) that may be assigned to AIRLINE by the COUNTY pursuant to the procedures set forth in "Exhibit B" hereto and subject to the payment of charges and fees described herein and those included in "Exhibit C" hereto, of this Agreement.

Section 2.3 Limitations on Use by Airline. In exercising its permission to use Airport facilities under this Agreement, AIRLINE shall not:

(1) Keep or store, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with federal, state, and county laws, including the Uniform Fire Code, as amended and the Uniform Building

Code, as amended. For purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.

(2) Allow its agents to sell food or beverage in any form in its hold rooms or other areas of the Terminal Building.

(3) Use the runways, taxiways, or ramps, for any aircraft operated or controlled by AIRLINE that exceeds the design strength or capability of the surface as described in the current Airport Layout Plan as approved by the FAA.

ARTICLE 3 - TERM

Section 3.1 Length of Term. Upon execution by the Parties, this Agreement, unless terminated in accordance with the provisions herein, shall continue for a period of five (5) calendar years, ending September 30, 2031, hereinafter referred to as the termination date. Any changes in applicable laws and regulations which govern this Agreement will necessitate a change in Agreement terms and conditions which may be affected thereby, at the time such changes occur.

ARTICLE 4 - CHARGES AND FEES

Section 4.1 General. In consideration of the privilege of using the Airport and its facilities, AIRLINE agrees to pay charges and fees to COUNTY as contained in Exhibits "A" and "C," hereto, which may be amended from time-to-time by COUNTY.

Section 4.2 Security Fee Increases. It is understood that if the federal government mandates new security measures at the Airport resulting in a substantial increase in Airport operating costs, it may be necessary for the COUNTY to institute a security surcharge or increase charges and fees to AIRLINE to recover these costs. The creation of a security surcharge or changes to the above-referenced rates because of new security costs may be imposed by the COUNTY immediately following a courtesy notice to AIRLINE.

Section 4.3 Additional Charges.

(1) There are no third-party concession fees payable to the COUNTY from the AIRLINE for services such as ground handling, into-plane fueling, catering, ticket counter personnel, skycaps, wheelchairs, fuel supply, and other services typically purchased by airlines from third parties. Nothing herein will restrict the COUNTY from charging third party service providers permit fees and rent for facilities and areas they occupy.

(2) Use of the Airport's Federal Inspection Station Facility (FIS) to clear international flights may result in a per flight charge to the AIRLINE based on use of the facility by AIRLINE. AIRLINE shall be solely responsible for coordinating with the US Department of Homeland Security (DHS), and/ or other governmental agencies, for FIS staffing during hours of AIRLINE operations, and for payment of any fees hereunder, or reimbursed, over time to the DHS for FIS staffing.

Section 4.4 Passenger Facility Charge (PFC). COUNTY currently imposes and collects federally approved PFC as permitted under federal law. AIRLINE agrees to cooperate with COUNTY in the collection of such charges and to remit the current PFC charge due to COUNTY without invoice. The COUNTY reserves the right to increase or decrease the collection rate in accordance with FAA regulations.

Section 4.5 Payment for Additional Services. In the event COUNTY provides AIRLINE, at AIRLINE's request, with services other than the normal use of runway and taxiway surfaces, which may include, but not be limited to, special security services, janitorial services, environmental containment or remediation, maintenance and repair of AIRLINE's facilities or equipment, severe weather operations, foreign object debris removal, or utilities, AIRLINE shall pay all charges within thirty (30) days after receipt of a statement for said additional services. Should these same services be required under emergency circumstances or in order to comply with applicable governmental rules and regulations, or required for public health, safety or welfare, AIRLINE shall, at the request of COUNTY,

perform the necessary services in a manner and within a time frame acceptable to COUNTY. If AIRLINE does not perform as may be applicable herein, COUNTY reserves the right to provide for the performance of those services necessary, and AIRLINE shall pay all charges within thirty (30) days after receipt of a statement for said additional services.

Section 4.6 Information to be Supplied by Airline. No later than the tenth calendar day of each month, AIRLINE shall file with the Airport written reports using the attached form as "Exhibit D" hereto, or on such other forms as may be provided by the Airport from time-to-time, for activity conducted by AIRLINE at the Airport during the previous month. The reports shall include such statistical data on AIRLINE activities at the Airport as COUNTY reasonably may request.

Section 4.7 Payment. Based on the written reports required herein, the Airport will issue monthly invoices to AIRLINE, and AIRLINE will pay all invoices within thirty (30) days from the date of each invoice. Should AIRLINE dispute any invoiced charge(s), AIRLINE must notify the COUNTY in writing within seven (7) calendar days of invoice receipt as to the dispute. Failing such notice, all invoices will be considered due and payable as set forth above. Notwithstanding the AIRLINE's right to dispute invoiced charges in accordance with the provisions herein, AIRLINE shall tender within thirty (30) days from the date of receipt of such invoice the payment due under the invoice. Both Parties will make a good faith effort to resolve any invoice dispute within thirty (30) calendar days after notice is received from AIRLINE. If a disputed invoice is settled in favor of AIRLINE, COUNTY shall reimburse the AIRLINE any monies erroneously paid.

In the event AIRLINE fails to provide any required written report within the time specified herein, or if the data set forth on said written report submitted to COUNTY appears to be inaccurate, COUNTY may, based on previous reports or other information available to COUNTY, estimate AIRLINE's activity for the previous month and issue invoices based thereon. AIRLINE shall be liable to COUNTY for any deficiencies in payments based upon such estimates once written report is submitted. If such estimates

result in an overpayment by AIRLINE, the COUNTY shall remit, or at Airport's option, credit such overpayment to AIRLINE.

AIRLINE shall make all payments payable to Pinellas County, and forward to: Airport Director's Office, St. Pete-Clearwater International Airport, 14700 Terminal Boulevard, Suite 221, Clearwater, Florida, 33762, (or electronically by credit transfer to COUNTY's bank account, if available), for all fees incurred and invoiced by the Airport under the provisions hereinabove for the preceding month, plus Florida State Sales Tax thereon, if applicable. All fees are stated and shall be paid in US dollars.

Section 4.8 Interest. All payments required to be made to COUNTY hereunder shall bear interest at the rate of eighteen percent (18%) per year, from the date due, to the date of payment, if not paid within thirty (30) days from the date due. Said interest shall be calculated on a daily basis and shall be due and payable when billed. In addition to payment of interest at said rate for any delinquency, an administrative fee of Twenty-Five Dollars (\$25.00) shall also be paid to COUNTY for its additional accounting and recording expenses occasioned by such delinquent payments. In accordance with the approved Airport Rules and Regulations, as amended, the Airport Director may waive the imposition of interest and administrative fees.

Section 4.9 Auditing. AIRLINE shall keep all books of accounts and records related to all aircraft landings for aircraft operating on Airport and marketing support funds provided by the COUNTY, in accordance with generally accepted accounting principles prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Such books of accounts and records shall be retained and be available for three (3) years from the end of each contract year, including three (3) years following the expiration or termination of this Agreement.

Upon prior written notice, the COUNTY shall have the right to audit and examine at its expense, during normal business hours, all such books of accounts and records relating to AIRLINE's aircraft landings and use of marketing support funds. The books of accounts

and records are kept at locations other than the Airport, AIRLINE shall, at its cost and expense, arrange for them to be brought to a location convenient to the COUNTY auditors in order for the COUNTY to conduct the audits and inspections as requested. If, as a result of such audit, it is established that AIRLINE has not used the funds for marketing support as defined in this Agreement, then the entire expense of said audit shall be borne by the AIRLINE. The acceptance by COUNTY of any payment made by AIRLINE shall not preclude COUNTY from verifying the accuracy of AIRLINE's report or from recovering any additional payment due from AIRLINE. Should AIRLINE underpay COUNTY, COUNTY shall have the right to charge late fees and interest from the due date of the payment.

ARTICLE 5 - AGREEMENT IS NON-ASSIGNABLE

AIRLINE shall not assign this Agreement or any part hereof in any manner whatsoever without the prior written consent of the COUNTY at its sole discretion, by and through its County Administrator. If this Agreement is assigned to any entity, then the marketing support herein will terminate on the effective date of the assignment.

ARTICLE 6 - AIRCRAFT PARKING

Section 6.1 Aircraft Parking.

(1) Ramp Parking - AIRLINE shall have the non-exclusive right in common with other airlines to access aircraft parking ramps for the sole purpose of loading or unloading aircraft and the ground movement of cargo and passengers. Airport gates and facilities procedures are outlined in "Exhibit A" hereto. AIRLINE's aircraft shall be parked in areas of the ramp that are designated by Airport for the size of aircraft being operated. During such operations, AIRLINE shall occupy only such ramp space as needed in the immediate vicinity of the aircraft being loaded or unloaded, and in such a manner as to ensure the unimpeded ingress and egress of other aircraft and ground movement operators. Use of the ramp shall be in common, and in cooperation with all other airlines and ground operators. All ground support equipment shall be maintained in good working order and

repair and shall be stored within AIRLINE's permitted area in accordance with this Agreement or in a common use area designated for such purpose by COUNTY. During severe weather operations or ramp maintenance, the ramp shall be kept free of all obstructions.

(2) Ramp Over Night (RON) Parking - RON Parking shall be provided by Airport on a non-exclusive space available basis. Airport will attempt to provide AIRLINE with RON Parking positions in locations requested by AIRLINE to minimize operational complexity and cost of towing aircraft, etc. However, RON Parking may require the towing of aircraft as directed by Airport Operations and as set forth in "Exhibit A," hereto.

(3) Passenger Ramps and Boarding Bridges - COUNTY may provide Passenger Ramps, as available, to AIRLINE and use of Passenger Boarding Bridges are common use at no charge as part of a Turn Fee. Use of Passenger Ramps and Boarding Bridges shall be conducted in accordance with Exhibits "G" and "H," hereto.

(4) Powering Out of Aircraft - The powering out of turbo-jet aircraft is prohibited due to ramp conditions and safety.

ARTICLE 7 - SIGNAGE

Section 7.1 General. AIRLINE may not post, erect, display, or maintain signs, posters, or handbills, in view of the general public without prior written consent by the Airport Director, which may be conditioned on AIRLINE:

(1) Submitting to the Airport Director for his review, complete plans and specifications for any such request;

(2) Obtaining and paying for all permits and approvals required and paying any applicable fees.

Section 7.2 Signage Locations. Subject to conditions set forth in Section 7.1, and at the AIRLINE's expense, AIRLINE shall be allowed to brand ticket counter space on a non-exclusive, use basis, as may be applicable, subject to the sole discretion of the COUNTY.

Gate space that is provided by the Airport, on a non-exclusive basis, may reflect the AIRLINE's brand with signage that can be removed from flight-to-flight.

ARTICLE 8 – COMMUNICATIONS AND COMMON USE PLATFORM

COUNTY shall provide and maintain at its cost the network infrastructure required by AIRLINE for data communications of the ACUS Common Use System at ticket counters and departure gates. AIRLINE shall provide and maintain bag tags and boarding passes. AIRLINE shall bear all responsibility and costs set forth by their internet service provider including but not limited to installation, maintenance, repair, and service. Furthermore, the AIRLINE is responsible for any costs or expenses associated for any and all start-up, installation, maintenance, and monthly costs associated with the use of cable television, telephone, facsimile, as well as any and all associated hardware and equipment required to conduct their business. COUNTY provides a free "as is," unsecured wireless internet signal throughout the terminal; however, COUNTY assumes no responsibility for the quality of the signal and does not represent that this wireless network is compatible with AIRLINE's system, nor does it guarantee its continued availability. AIRLINE is prohibited from operating its own wireless network system anywhere on COUNTY property without the express written permission of the Airport Director.

ARTICLE 9 - TERMINATION

Section 9.1 Termination of Agreement by Airline.

(1) AIRLINE, at its option, may terminate this Agreement in its entirety at any time, without cause, so long as AIRLINE is not in default in the payment of any and all charges and/or fees to COUNTY. AIRLINE shall terminate this Agreement by giving COUNTY ninety (90) days advance written notice to be provided as set forth herein, and by surrender of its exclusive use of any COUNTY facilities.

(2) AIRLINE, at its option, may terminate this Agreement for cause with thirty (30) days written notice upon occurrence of one or more of the following:

- (a) If the Terminal Building premises become untenable as a whole, or in substantial part, and COUNTY does not proceed as promptly as reasonably practicable, but no later than 30 days, with the repairs and rebuilding necessary to restore the Terminal Building premises to its condition before the occurrence of the damage.
- (b) If COUNTY fails to provide and maintain continued means for unobstructed ingress and egress to and from the Terminal Building premises in accordance with the provisions of this Agreement.
- (c) If COUNTY closes the Airport to aircraft operations in general, or to the flights of AIRLINE for reasons other than weather, acts of God, or other reasons beyond COUNTY's control, and fails to reopen the Airport to such operations or flights for a period in excess of thirty (30) days.
- (d) Cessation of air service by the AIRLINE at the Airport.

Section 9.2 Termination of Agreement by County.

- (1) COUNTY, at its option, may terminate this Agreement, without cause, upon ninety (90) days written notice to the AIRLINE as provided herein.
- (2) COUNTY, at its option, may terminate this Agreement for cause with ten (10) days written notice upon the occurrence of any one or more of the events below and may exercise all rights of entry and re-entry on the Terminal Building facilities:
 - (a) If the rentals, fees, and charges or other payments that AIRLINE herein agrees to pay, or any part thereof; including any penalties herein remain unpaid.
 - (b) If AIRLINE files a voluntary petition in bankruptcy or makes a general assignment for the benefit of creditors, or if AIRLINE is adjudicated as bankrupt.
 - (c) The taking or jurisdiction of AIRLINE or its assets by a court of competent jurisdiction pursuant to proceedings brought under the

provisions of any federal reorganization act.

- (d) The appointment of a receiver or a trustee of AIRLINE's assets by a court of competent jurisdiction or a voluntary agreement with AIRLINE's creditors and the same is not removed in ninety (90) days.
- (e) If any act occurs that deprives AIRLINE permanently of the rights, powers, and privileges necessary for the proper conduct and operation of its air transportation business.
- (f) If AIRLINE abandons and fails to use the Terminal Building premises for a period of thirty (30) days at any one time, except when such abandonment and cessation are due to fire, earthquake, hurricane, strike, governmental action, default of COUNTY, or other cause beyond AIRLINE's control.
- (g) If AIRLINE uses or allows the use of its leased or common use space in the Terminal Building premises at any time for any purpose for which the use thereof is not authorized by this Agreement, or by a subsequent written agreement between the Parties, or allows the use thereof in violation of any law, rule, or regulation.
- (h) If AIRLINE discontinues air transportation to the Airport as a consequence of AIRLINE filing a bankruptcy petition, voluntary or involuntary, seeking a reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other statute of the United States or any state thereof, or being adjudged bankrupt, AIRLINE shall be deemed to have forfeited its leasehold space.
- (i) If AIRLINE fails to operate scheduled passenger service departures from the Airport, for a period of sixty (60) days or more (except by reason of strikes or causes beyond the control of AIRLINE).
- (j) If AIRLINE is in violation of any material provision of this Agreement not cured within a thirty (30) day period from written notice of default as

specified in the following paragraph.

(3) The failure of COUNTY to declare this Agreement terminated based on default of AIRLINE, for any of the reasons set forth herein, shall not operate to bar, destroy, or waive the COUNTY's right to cancel this Agreement for any subsequent violation of the terms hereof.

Section 9.3 Use of County Facilities. Upon termination for any reason herein, COUNTY may remove any AIRLINE property left in or at a COUNTY facility without liability. Further, upon any said expiration or termination of this Agreement, all rights of AIRLINE as to use of any COUNTY facilities herein shall be forfeited provided, COUNTY shall have and reserve all of its available remedies at law as a result of said breach of this Agreement.

ARTICLE 10- MAINTENANCE AND ALTERATIONS

Section 10.1 Maintenance. AIRLINE shall promptly repair any and all damages to the facilities caused by its employees, agents, guests, or invitees (passengers and licensees). COUNTY shall be responsible for all facility maintenance and will provide heat, light, air conditioning, and janitorial services to include trash removal, except that which is required as a result of AIRLINE's acts or negligence. COUNTY shall be responsible for building maintenance to include structural repairs and replacements, including outer walls, foundation, roof, buried conduits, but only if such repairs and replacements are not determined to be the result of action of AIRLINE, its agents, employees, invitees, licensees, customers or its clients. AIRLINE shall provide COUNTY with prompt written notice of any structural defects or the need of the aforementioned structural repairs or replacements. AIRLINE shall be responsible for any such repairs described in this paragraph if covered by or resulting from the actions or negligence of AIRLINE, its agents, employees, invitees, licensees, customers or its clients.

Section 10.2 Alterations. AIRLINE will not make any alterations, improvements or additions in or to the premises, or install any equipment of any kind that will require any

alteration or addition to, or use of the water, heating, air conditioning or electrical or other building systems or equipment, without the prior written consent of COUNTY. AIRLINE shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the premises undertaken by AIRLINE. All such additions, improvements, and fixtures, except movable office furniture, shall become the property of COUNTY and remain upon the premises and be surrendered at the end of this Agreement. AIRLINE shall promptly pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the premises undertaken by AIRLINE. Any mechanics liens against the premises arising out of work performed by or for AIRLINE are hereby expressly prohibited and in the event of the filing of any Claim of Lien, AIRLINE shall promptly satisfy same or transfer it to a bond; and AIRLINE shall in any event protect COUNTY's interest in the premises and shall hold COUNTY harmless against any such claims.

ARTICLE 11 - RELEASE, HOLD HARMLESS, INDEMNIFICATION

AIRLINE agrees to indemnify and hold harmless COUNTY from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon COUNTY for damages (including any strict or statutory liability and any liability under Workers' Compensation Laws) because of bodily injury, including death, arising there from, sustained by any person or persons, or damage to property, including loss of use thereof, arising out of or in consequence of the use of the premises during the term or any renewal of this Agreement, whether such injuries to persons or damage to property is due or claimed to be due to the negligence or willful misconduct of AIRLINE, its agents, employees and subcontractors, COUNTY, its Board of County Commissioners, officers and employees, except only such injury or damage as shall have been occasioned by the sole negligence or willful misconduct of COUNTY, its agents, employees and subcontractors.

AIRLINE agrees to release, indemnify, and hold harmless. COUNTY for any and all fines

or penalties imposed by any governmental agency (including, but not limited to, the FAA and TSA as a result of the failure of AIRLINE or its agents, employees, or contractors, to abide by, or comply with any statute, ordinance, rule, regulation, or other requirement including, but not limited to, breaches of Airport security.

ARTICLE 12 - DAMAGES

In no event shall COUNTY's liability of any kind under this Agreement include any special, incidental, or consequential damages.

ARTICLE 13 - TAXES, LICENSES, AND PERMITS

Section 13.1 Taxes. AIRLINE shall pay any and all applicable sales, property, use, or other taxes and assessments that may be imposed by COUNTY, state, or federal laws, as a result of any and all AIRLINE operations that may result under this Agreement. AIRLINE will also be responsible for the payment of any use or property taxes levied on tangible personal property owned by AIRLINE.

Section 13.2 License Fees and Permits. AIRLINE shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the operating privileges extended herein.

ARTICLE 14 - AVAILABILITY OF FACILITIES

COUNTY will not be liable or responsible, nor be deemed to be in default hereunder, for any failure to provide and/or delay in providing any facilities or equipment herein. In the event of any conflict between the needs of COUNTY and the AIRLINE for which COUNTY provides facilities or equipment covered by this Agreement, the needs of COUNTY shall be given priority. The needs of the AIRLINE herein and any such other airline shall be afforded priority according to the Airport's procedures as outlined in "Exhibit B" hereto, as may be amended by COUNTY.

COUNTY reserves the right to utilize any facilities or equipment assigned to AIRLINE, on a common use basis and not used by AIRLINE, during such assigned period(s), or to reassign such facilities or equipment to another airline.

ARTICLE 15 - CONDITION OF FACILITIES

Facilities, if any, provided hereunder are provided as is, where is, and with all faults, and COUNTY makes no warranties, guarantees, or representations of any kind, either expressed or implied, arising by law or otherwise, including, but not limited to, any warranty, guarantee, or representation with respect to the merchantability or fitness for intended use or condition. AIRLINE hereby waives, and COUNTY expressly disclaims, all warranties, guarantees, and all representations, expressed or implied, arising by law or otherwise including, but not limited to, any implied warranty arising from the course of performance, course of dealing, or usage of trade, and any implied warranty of fitness for a particular purpose.

ARTICLE 16 - CONFLICTS

This Agreement is subject to the terms and conditions of all existing Airport agreements. To the extent that any of the terms of this Agreement would otherwise conflict with the obligations of COUNTY under such agreements, COUNTY will not be obligated to provide any facilities or services hereunder if, in the Airport's sole discretion, the provision of such services or facilities could legally conflict with any terms or conditions of any such existing agreements.

ARTICLE 17 - RELATIONSHIP OF PARTIES

Nothing herein contained is intended or shall be construed to create or establish a relationship of lessor and lessee, or bailor and bailee, and nothing herein shall be construed to establish any partnership, joint venture or association or to make AIRLINE the general representative or agent of the COUNTY for any purpose whatsoever. This Agreement does not render the COUNTY, the owner, user, bailor/bailee, lessor, lessee, or operator of any

aircraft or any other equipment owned or operated by AIRLINE, nor does this Agreement impose on COUNTY any of the liabilities that would result from any such status.

ARTICLE 18 - COMPLIANCE WITH LAWS

AIRLINE (including its officers, agents, employees, and contractors) shall comply at all times with all applicable laws, including but not limited to, the Airport Rules and Regulations, Pinellas County Ordinance, as amended, or as may be amended from time to time, or superseded, and all other statutes, ordinances, orders, directives, rules and regulations of the federal, state, and local governments, including COUNTY, the FAA, and the TSA.

ARTICLE 19 – HAZARDOUS ENVIRONMENTAL MATTERS AND FUELING OPERATIONS

Section 19.1 Environmental Impact. AIRLINE will comply with any environmental regulations affecting its operations including furnishing of insurance or other security against environmental impairment risks as required by COUNTY, the State of Florida, or the federal government. AIRLINE will not conduct any maintenance or washing activities outside of an area designated by COUNTY and will take all necessary precautions to capture any spills and to keep the ramps free of discharge of hazardous chemicals or petroleum products. AIRLINE shall not engage in any activity or conduct, including but not limited to the use, treatment, generation, transportation, processing, handling, disposal, production or storage of hazardous substances, or the use of solvents, lubricants, petroleum, degreasers, or other compounds, in such a manner as to risk contamination of the soil or ground or open waters or the emission of vapors or gases which constitute atmospheric pollutants, which creates or may create an unlawful, dangerous, injurious, or noxious condition, or that violates the terms or conditions of COUNTY's environmental policies.

Section 19.2 Spill Prevention Plan. AIRLINE shall engage an authorized operator on AIRLINE's behalf and to become familiar with the requirements of COUNTY's spill

protection plan and to maintain containment materials in close proximity to AIRLINE activities. COUNTY shall have the right to monitor AIRLINE's activities for compliance with county, state, and federal agency regulations.

Section 19.3 De-icing. AIRLINE shall report de-icing activities within 24 hours to COUNTY including the volume and type of de-icing chemicals utilized by AIRLINE.

Section 19.4 Flammable Liquids. AIRLINE shall not keep or store, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with federal, state, and county laws, including the Uniform Fire Code, as amended and the Uniform Building Code, as amended. For purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.

Section 19.5 Fueling and Ground Services. AIRLINE's pumping and storage of fuel shall comply with the requirements set forth in the Airport Rules and Regulations and NFPA 407, as amended. AIRLINE's ground support and maintenance operations on the ramp shall be conducted by regular AIRLINE employees or by a third-party contractor provided, however, the COUNTY reserves the right to require any third-party contractor to secure a permit from the COUNTY, to ensure compliance with all applicable Airport Rules and Regulations. AIRLINE shall immediately notify the Airport in the event of fuel or chemical spills, and AIRLINE shall be responsible and liable for any damage including, but not limited to, penalties, fines, and/or expenses to COUNTY caused by such fuel or chemical spill.

ARTICLE 20 - FAA MANDATORY PROVISIONS

Section 20.1 Subordination to Agreements with the United States.

(1) This Agreement shall be subordinated to the provisions of any existing or future agreement between the COUNTY and the United States Government or governmental authority, relating to the operation or maintenance of the Airport, the

execution of which has been or will be required as a condition to the granting of federal funds or the approval to impose or use Passenger Facility Charges (PFCs) for the improvement or development of the Airport. AIRLINE shall not cause the COUNTY to violate any assurances made by the COUNTY to the United States Government in connection with the granting of such federal funds or the approval of such PFCs.

(2) All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the entire Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

Section 20.2 Non-Exclusivity. Notwithstanding anything herein contained that may be or appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and COUNTY reserves the right to grant similar privileges to another airline(s) on other parts of the Airport.

Section 20.3 Affirmative Action. AIRLINE assures COUNTY that it will undertake an Affirmative Action Program to the extent required by Title 14, Code of Federal Regulations, Federal Aviation Administration, Part 152, Subpart E, as amended, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities as listed in 14 CFR, Part 152, Subpart E.

Section 20.4 Non-Discrimination. AIRLINE will comply with Federal Aviation Administration Airport Nondiscrimination Compliance (Title VI), as amended.

https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/non_disc_pr

If AIRLINE breaches any of the above nondiscrimination covenants, COUNTY shall have the right to terminate this Agreement, and to terminate the use of any COUNTY facilities herein.

Section 20.5 Incorporation of Other Required Provisions. The Parties hereto acknowledge

and incorporate by this reference to this Agreement, all provisions lawfully required to be contained herein by the FAA, TSA, or any other governmental body or agency. In the event that the FAA or any successor requires modification or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport or otherwise, AIRLINE agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement, as may be required.

ARTICLE 21 - AIRPORT SECURITY AND EMERGENCY PLANNING

AIRLINE recognizes Airport's required compliance with TSA Regulations concerning Airport security and agrees to cooperate and comply with such regulations and Airport's security program as it relates to its use of AIRLINE's premises or the Airport's public facilities. AIRLINE shall take the necessary steps to prevent or deter unauthorized persons from obtaining access to the secured areas of Airport. To the extent possible, AIRLINE agrees to cooperate with Airport and/ or any other air carriers in dealing with aircraft or AIRLINE related emergencies at Airport. AIRLINE agrees to provide Airport with its current emergency procedures manual, and in the event of an emergency to fully cooperate with Airport and assist in the implementation of the current Airport Emergency Plan.

ARTICLE 22 - GENERAL PROVISIONS

Section 22.1 Entire Agreement. This Agreement sets out the entire understanding between the Parties hereto. There are no oral agreements, implied covenants, or warranties. No agreement to modify this contract will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

Section 22.2 Notices. Notice to COUNTY will be sent by Certified Mail, postage prepaid, or by a nationally recognized overnight delivery service to: Office of the Airport Director, St. Pete-Clearwater International Airport, 14700 Terminal Boulevard, Suite 221, Clearwater,

Florida, 33762. Notice to AIRLINE will be sent in the same manner, addressed to AIRLINE at: Allegiant Air, 1201 N. Town Center Drive, Las Vegas, Nevada, 89144. The Parties may designate, in writing, other addresses for Notice.

Section 22.3 Fiscal Funding. In the event funds are not appropriated by or on behalf of COUNTY in any succeeding fiscal year for purposes described herein, thus preventing COUNTY from performing its contractual duties, then this Agreement shall be deemed to:

(1) Terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense to COUNTY; or

(2) AIRLINE agrees to waive the requirement that COUNTY perform such contractual duties until such time as sufficient funding is budgeted and appropriated in succeeding fiscal years.

Section 22.4 Headings. The headings within this Agreement are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and shall not be construed to affect in any manner, the terms and provisions hereof, or the interpretation or construction thereof.

Section 22.5 Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be, and hereby are, specifically made a part of this Agreement.

Section 22.6 Time. Time is of the essence in the performance of this Agreement.

Section 22.7 Governing Law and Venue. This Agreement shall become valid when executed and accepted by both AIRLINE and COUNTY. This Agreement shall be construed according to the laws of the State of Florida, and any legal action sought by either Party hereto shall be brought in Pinellas County, Florida.

Section 22.8 Non-Waiver of Breaches. No waiver of breach by either Party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of

the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 22.9 Administration of Agreement. Whenever in this Agreement, AIRLINE is required or permitted to obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with COUNTY, unless specifically provided to the contrary above, AIRLINE shall deal with the Airport Director unless COUNTY gives AIRLINE written notice to the contrary.

Section 22.10 Airport Development. COUNTY reserves the right to further develop, change, or improve, the Airport and its operating procedures, routes, and landing areas, as COUNTY sees fit, without AIRLINE's interference or hindrance, and regardless of AIRLINE's views and desires.

Section 22.11 Airline's Non-Interference with Aircraft. AIRLINE will not use the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, COUNTY reserves the right to abate or eliminate the interference at the expense of AIRLINE.

Section 22.12 Removal of Disabled Aircraft. Upon release of AIRLINE's disabled aircraft by proper authorities, AIRLINE shall promptly remove any such disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons, and gate positions) and place any such disabled aircraft in such storage area as may be designated by the Airport Director. AIRLINE may store such disabled aircraft only for such length of time, and on such terms and conditions as may be established by COUNTY. If AIRLINE fails to remove any of its disabled aircraft promptly, the Airport Director may but shall not be obligated to cause the removal of such disabled aircraft. AIRLINE agrees in such event to reimburse COUNTY for all costs of such removal, and further, AIRLINE hereby releases COUNTY from any and all claims for damage to the disabled aircraft or otherwise

arising from, or in any way connected with, such removal by the COUNTY. However, the obligation of COUNTY to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations.

Section 22.13 Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport, or any part thereof, during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

Section 22.14 Force Majeure. Neither COUNTY nor AIRLINE shall be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder, during any period that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of a public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any circumstances for which it is not responsible, and which are not within its control. This provision shall not apply to failures by AIRLINE to pay rents and fees, or to make any other monetary payments required by this Agreement.

Section 22.15 Capacities to Execute. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

Section 22.16 Approvals. Unless otherwise stated, whenever this Agreement calls for approval or consent by COUNTY, such shall be provided by the written approval of the Airport Director, as may be authorized.

Section 22.17 Agent for Service. It is expressly understood and agreed that if AIRLINE is not based in the State of Florida, or is an association or partnership without a member or partner resident in said state, AIRLINE shall appoint an agent, qualified to do business in the State

of Florida, for the purpose of service or process in any court action between AIRLINE and COUNTY arising out of, or based upon, this Agreement. AIRLINE shall, within ten (10) days of execution of this Agreement notify COUNTY, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of Florida for service upon a non-resident engaging in business in the state. It is further expressly agreed, covenanted, and stipulated that, if for any reason, such service of process is not possible as an alternative method of service of process AIRLINE may be personally served out of the State of Florida by the registered mailing of such service at the address set forth above.

Section 22.18 Subordination to Financing Instruments. This Agreement and all rights of AIRLINE hereunder, are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by COUNTY to secure Airport financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of any Bond Resolution authorizing the issuance of Airport Bonds by COUNTY.

Section 22.19 Noise Abatement Procedures. AIRLINE acknowledges that the Airport has set in place a number of voluntary noise mitigation measures. Airport requests AIRLINE to make its best faith effort to become acquainted with, and voluntarily abide, by the noise abatement and mitigation measures.

Noise Affairs can be found at <https://fly2pie.com/noise-affairs/>

Section 22.20 Employees of Airline. AIRLINE shall pay the costs associated with security background checks and security clearances for its employees and subcontractors or independent contractors hired by AIRLINE to the COUNTY. Further, AIRLINE shall be responsible for paying Airport for badge processing and issuance for each employee and subcontractors or independent contractors hired by AIRLINE.

AIRLINE shall require all of its employees and subcontractors or independent contractors hired by AIRLINE working in view of the public and about the Terminal Building to wear clean and neat attire and to display appropriate identification.

Section 22.21 Airline Employee Parking. The Airport Director may, from time-to-time, designate areas to be used for Airline employee parking (including handicapped or disabled employee parking). The Airport shall have the right to charge a reasonable fee for such privilege consistent with fees charged by other commercial service airports. The Employee Parking Lot is designated exclusively for use by employees who are actively working on-site. Use of the Employee Parking Lot for complimentary parking during periods of extended training, temporary duty assignment, leave, or vacation is strictly prohibited.

(The remainder of this page is intentionally left blank.)

WITNESS WHEREOF, the COUNTY has caused this AGREEMENT to be issued, and AIRLINE, by and through its authorized officers, has accepted and shall meet and fully discharge the conditions, terms, and covenants set forth hereinabove, all on the day and year first above written.

ATTEST:



By: *Deborah Leiro*

PINELLAS COUNTY, a political
Subdivision of the State of Florida by
its Board of County Commissioners

By: *Dave Eggers*
Dave Eggers, Chairman

APPROVED AS TO CONTENT:

By: *Mark E. Sprague*
Mark E. Sprague, Airport Director

APPROVED AS TO FORM

By: *Cody J. Ward*
Office of the County Attorney

AIRLINE:
ALLEGiant AIR, LLC

Witness: *[Signature]*
Thayne Klingler (Aug 5, 2026 11:08:27 PDT)

Print Name: Thayne Klingler

Witness: *Susan Kittle*

Print Name: Susan Kittle

By: *Robert Neal*

Print Name: Robert Neal

Title: President/CFO

Exhibit "A"

Allegiant Air, LLC

PIE Terminal Space Allocation Summary

Exclusive Terminal Space Area

Space Allocation:

Office #100/101	726 sf
Office #104	1,024 sf
Office #104A	1,653 sf
<u>Baggage Claim Storage</u>	<u>294 sf</u>
Total Square Footage:	3,697 sf

Rates & Payments:

	<u>SF Rate</u>	<u>SQFT</u>	<u>Annually</u>
Rental Terminal Space	\$24.26	3,697	\$89,689.22

Total Square Footage	3697
Annual Rental Amount	\$89,689.22
Total Monthly Payment	\$ 7,474.10

Exhibit "A"

Allegiant Air, LLC

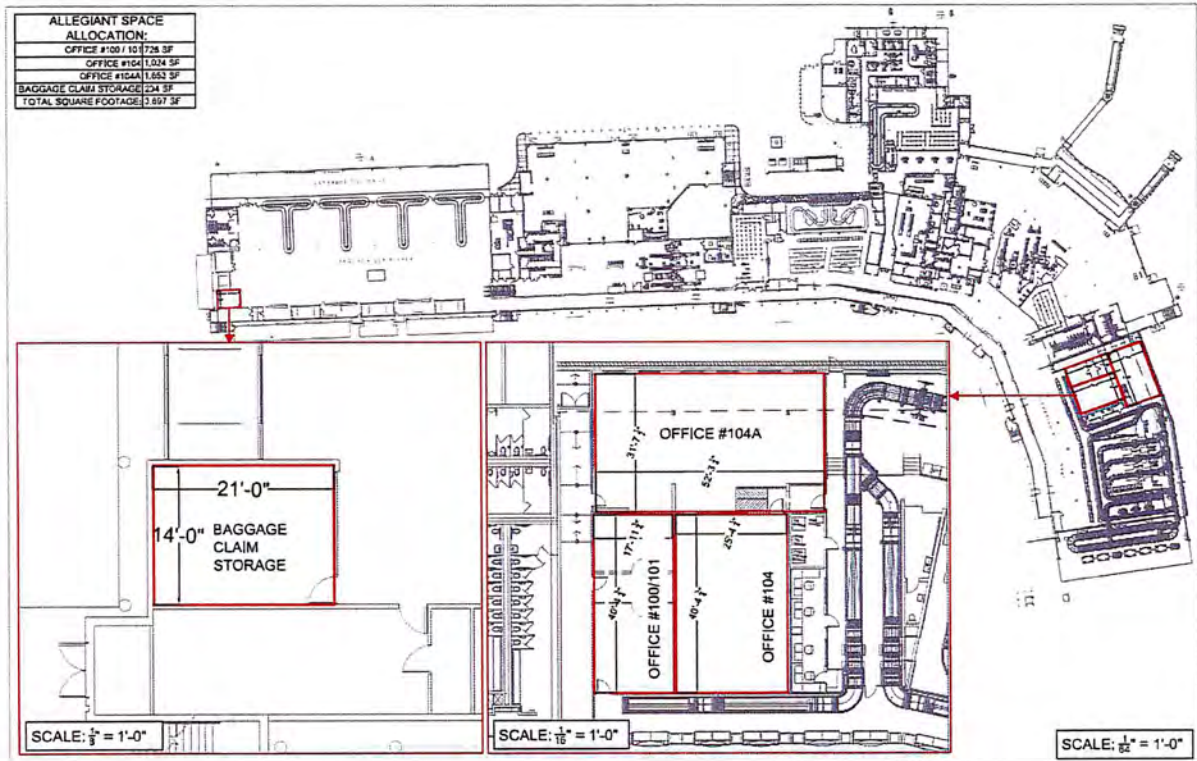


Exhibit "B"
St. Pete-Clearwater International Airport

AIRCRAFT & DEPARTURE GATE
STANDARD OPERATING
PROCEDURES

Purpose: To establish guidelines for assigning scheduled and unscheduled flights to common-use aircraft gates at the St. Pete-Clearwater International Airport (Airport).

Background: All aircraft and departure gate assignments are designated as "common use"; therefore, no airline shall have exclusive rights to a particular gate. Scheduling aircraft and departure gates are determined based on the criterion that follows.

Flight Schedule: Airline flight schedules shall be maintained and updated through the Gate Management software provided by the Airport. Any modifications to an airline's flight schedule must be submitted directly within the software. Airport Operations shall assign aircraft parking positions and departure gates in accordance with stated preferences and established operational guidelines. All gate changes to another security checkpoint require prior approval from Airport Operations.

Aircraft Gate Scheduling: Gate scheduling is based on the following criteria, in descending order of priority.

- A. **International Flights** - International flights will be assigned to aircraft gate positions adjacent to the Federal Inspection Station (Customs) and utilize departure Gates 2-6 to provide access to the Duty-Free Shop.
- B. **Type of Aircraft** – All aircraft parking positions are Aircraft Design Group (ADG) III except for Position #5, it is an ADG IV.
- C. **Multiple Flights** - If an airline operates more than one flight within the same time interval and an adjacent gate within the same sterile area is available, the Airline may make necessary adjustments to its gate usage accordingly. In the event that an aircraft must be reassigned to a different sterile area, Airport Operations shall make a good faith effort to allocate a gate that consolidates and maintains the Airline's operational footprint.
- D. **Preferences**- Each airline's preference, as best as possible, will be taken into consideration when assigning gates.

Exhibit "B"

- E. **Market Share** - If two or more airlines request the identical gate not served by Passenger Boarding Bridges, the airline with the higher overall market share will receive priority.
- F. **Overnight or Extended Parking** - Aircraft that Remain Over Night (RON) will be permitted to stay on the arriving gate so long as, at the sole discretion of Airport Operations, it does not conflict with another inbound flight scheduled on the same gate. Aircraft may be required to be towed to an alternative location on the airfield at the sole direction of Airport Operations.
- G. **Private Charters** - Private charters will receive the lowest priority for gate assignments. If adequate parking is not available on the terminal ramp, the Fixed Based Operator shall be required to provide alternative accommodation or park the aircraft on their ramp.
- H. **Passenger Ramps** - See Exhibit "G".
- I. **Boarding Bridges** - See Exhibit "H".

Flight Delays: Flight delays are inevitable due to a number of reasons (i.e. weather, mechanical, etc.). and if a gate conflict occurs, the following criteria shall apply:

- A. If a delayed flight is inbound and scheduled to park on a gate that is already occupied, they will be required to park on an alternative gate, unless the other airline is willing to relocate.
- B. If the delayed flight is already parked on a conflicting gate, that airline will be required to reposition their aircraft, unless the other airline is willing to relocate.

Aircraft Power-Out: The powering out of turbo-jet aircraft is prohibited due to ramp conditions and safety.

Passenger Boarding/Deplaning: Notwithstanding the use of any County property to assist in the boarding or deplaning of passengers, the Airline shall be responsible for ensuring the safe and secure passage of passengers between the aircraft and terminal building.

Federal Inspection Station (Customs): In the event that more than one scheduled international arrival requires Customs, the first arrival will have priority and

Exhibit "B"

clear their passengers first. The second arrival will be required to hold passengers onboard the aircraft until the Customs supervisor has authorized the airline to deplane passengers into Customs. Scheduled international arrivals will have priority over unscheduled international flights.

Unscheduled Charters: All gate assignments for unscheduled charters (*i.e.* sports teams, VIP's, celebrities, government officials, etc.) shall require coordination and approval through Airport Operations, including vehicle escorts or special security measures. The airline or ground handler contracted to service the flight is responsible for providing pedestrian and vehicle escorts.

Airport Operations: An Airport Operations Specialist is available daily to allow for immediate on-site coordination and supervision of terminal ramp operations. Under the authority of the Airport Director, the Airport Operations Manager, or designee shall have final authority on all aircraft and passenger gate assignments. Airport Operations can be reached via cell phone at (727) 409-3815 (Airside Operations), (727) 212-4535 (Landside Operations) (**NEITHER NUMBER FOR PUBLIC USE**) or (727) 453-7814.

Terminal Ramp Capacity: If a situation occurs where all aircraft gates are occupied, Gate 6 in front of Customs may be utilized by smaller narrow-bodied aircraft. The use of Gate 6 requires prior approval from Airport Operations, who will coordinate with Customs.

Duty Free: Departure Gates 2-6 shall be used for all international flights in order to provide passengers with access to Duty Free shopping. Departure Gates 7-11 are intended for domestic flights only and do not offer Duty Free shopping. In the event that operational needs require international flights to be moved to Gates 7-11, Airport Operations shall make the final determination. Simultaneous domestic and international flights in Departure Gates 2-6 are permitted.

Departure Lobbies: All passenger Departure Gates are designated as common use. No airline shall have exclusive rights to a particular gate. Following a departure, the airline shall remove all signage, brochures, and flight information from the departure gate counter for the next airline.

The assignment of passenger gates will be based on aircraft parking and the criteria listed thereunder.

Exhibit "B"

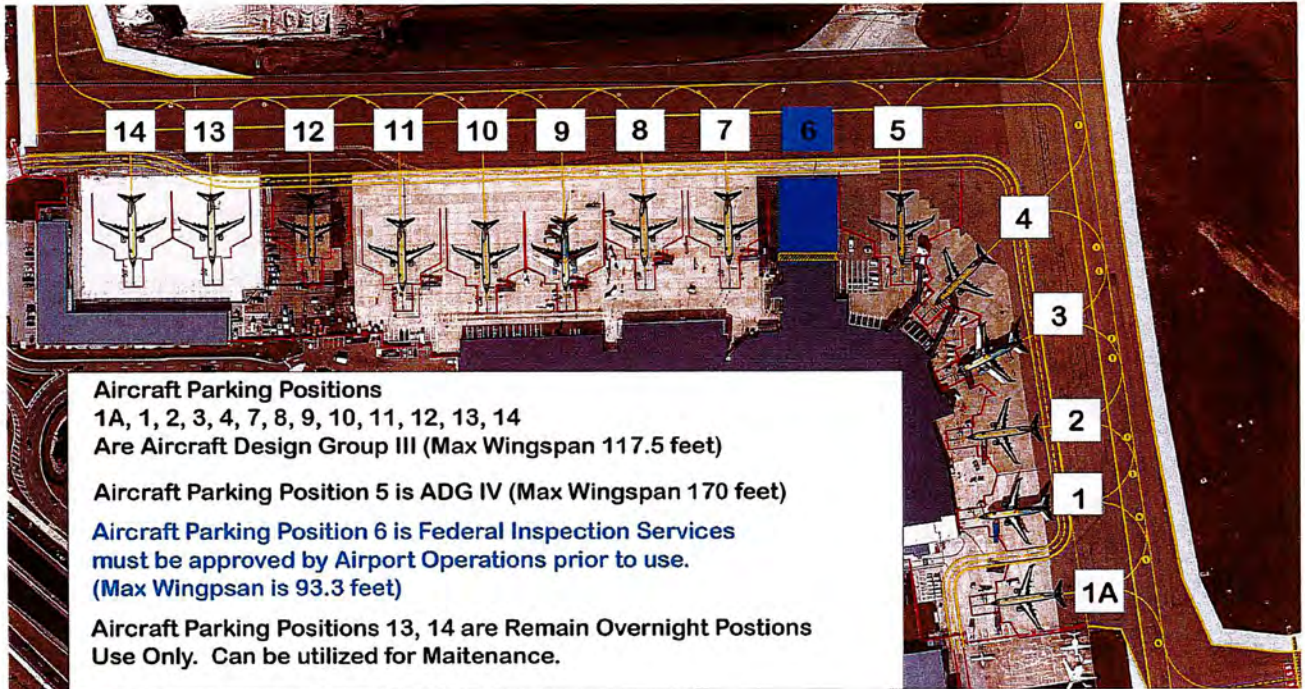


Exhibit "C"

St. Pete-Clearwater International Airport

AIRPORT RATES & CHARGES

Airline Landing Fees: Fiscal Years – 2027-2031

Airline landing fees are calculated at a rate per thousand pounds for each fiscal year for the term of the agreement, see table below. Airlines may provide their actual individual maximum landing weight to calculate landing fees for each aircraft arrival.

FY27	FY28	FY29	FY30	FY31
\$1.43	\$1.44	\$1.45	\$1.47	\$1.48

Per Turn Facility Fees: Fiscal Years – 2027-2031

Per Turn Facility Fees for the privilege of sharing common use areas including but not limited to the lobby, hold rooms, baggage claim, ground support, baggage make-up, queuing, inline baggage handling systems, U.S. Customs - Federal Inspection Services, and Passenger Boarding Bridges/Ramps, Terminal Facility Fees for each flight/ aircraft shall be as follows:

Number of Departures	FY27	FY28	FY29	FY30	FY31
0 -3,000	\$250.57	\$258.09	\$265.61	\$273.13	\$280.65
3,001-6,000	\$240.55	\$247.77	\$255.00	\$262.20	\$269.42
6,001 +	\$223.71	\$230.43	\$237.15	\$243.85	\$250.56

FY is Fiscal Year starting on October 1 of the previous year and ending September 30 of the current year.

An increase per year is 3% from the FY27 rate. An incentive of 4% reduction from 3,001-6,000 and an incentive of 7% reduction from 6,000+ is applied..

Exhibit "D"

St. Pete-Clearwater International Airport
MONTHLY AIRLINE STATISTICS
REPORT

TO: Airport Director
St. Pete-Clearwater International Airport
14700 Terminal Boulevard- Suite 221
Clearwater, FL 33762

FROM: Airline: _____

Month/Year: _____

<u>Destination</u>	<u>#Of Flights</u>	<u>Enplaned</u>	<u>Deplaned</u>	<u>Aircraft Type</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SIGNED: _____
TITLE: _____
DATE: _____

NOTE: Airline may substitute this form with an alternative signed and dated airline standard form provided the airline form contains all information requested by Airport and is approved in advance in writing by the Airport Director.

Exhibit "E"

INSURANCE

At all times during the term hereof, AIRLINE shall maintain in full force and effect the following described insurance on COUNTY's buildings and improvements, and operations therein. AIRLINE may maintain the insurance in the form of a blanket policy covering other locations in addition to the premises. Said insurance shall be evidenced by delivery to COUNTY of Certificates of Insurance executed by the insurers, or their representatives, listing coverages and limits, expiration dates, terms of policies, and all endorsements whether or not required by COUNTY, and listing all carriers issuing said policies; and upon request a certified copy of each policy, including all endorsements.

The insurance requirements shall remain in effect throughout the term of this Agreement; and a current, valid, Certificate of Insurance shall be filed and maintained with COUNTY's Department of Risk Management. Comprehensive Automobile and Truck Liability Insurance is required in the event AIRLINE employs its own personnel and/ or operates its own vehicles at Airport.

(l) Insurance as required:

(a) Comprehensive General Liability including, but not limited to, independent contractor, contractual, Premises/ Operations, Products/ Completed Operations, Host Liquor Liability (if applicable), and Personal Injury covering liability assumed under indemnification provisions of this Space Allocation Agreement, with limits of liability for personal injury and/ or bodily injury, and property damage, of not less than \$1,000,000 each occurrence; and not less than \$2,000,000 Annual Aggregate Limit (Fire Legal Liability shall be included to limits of \$500,000).

(b) Workers' Compensation in at least the statutory limits required by Florida law; Employers' Liability Insurance of not less than US \$1,000,000 for each

accident.

(c) Commercial Automobile and Trucker's/Garage Liability (if motor vehicles will be on premises) covering owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for each accident. (Combined Single Limits of not less than \$1,000,000 each accident will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that his coverage exists under the Commercial General Liability policy.

(d) Property Insurance Coverage shall be written on a "Special" form. Coverage including, but not limited to Fire, Extended Perils including Wind, Sinkhole and Flood, Ninety (90) percent of current replacement dollar value shall be carried on all fixtures and improvements and betterments of COUNTY and AIRLINE. Proceeds from such insurance shall be paid directly to AIRLINE to pay for the repair or damage to the buildings or improvements (including partially constructed replacement of any buildings or improvements (including partially constructed buildings or improvements). Said buildings and improvements shall be revalued by AIRLINE or AIRLINE's insurance carrier as needed in order to maintain coverage at ninety (90) percent of replacement value.

(e) Umbrella/Excess Liability as an excess of the primary coverage required in the amount of \$1,000,000 per Occurrence, in paragraphs (a), (b), and (c) above.

(f) Pollution Liability in the amount of \$1,000,000 per occurrence. Pollution Legal/ Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with the Agreement. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or their irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or

Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail" coverage must be purchased.

- (g) Airline Liability Insurance (including but not limited to General Liability, Aircraft Liability, Passenger Legal Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises Liability, Products and Completed Operations Liability, Pollution and Contamination caused by crash, fire, explosion, or collision, or recorded in flight emergency causing abnormal aircraft operations, Wars and Associated Perils Liability, Personal Injury, Independent Contractors, Ground Hangar Keepers Liability, Cargo Legal Liability, Host Liquor Liability, Auto Liability coverage on Tarmac area, Excess Automobile Liability, Excess Employers Liability). Combined Single Limit Bodily Injury (including passengers), Property Damage and Bodily Injury (passengers only): not less than US \$750,000,000 any one occurrence/offense, aggregate annually in respects to Products and Completed Operations. In respects to Personal Injury to third parties other than passengers: US \$25,000,000 any one occurrence, any one offense in aggregate annually. As respects to Excess Automobile Liability, Personal Injury, and Excess Employers Liability the insurance will pay up to US \$25,000,000 excess of the applicable underlying policy limit of not less than US \$1,000,000 any one occurrence/offense and in the aggregate.
- (2) Each insurance policy shall include the following conditions:
 - (a) Each policy shall be endorsed to require thirty (30) days notice prior to cancellation or non-renewal; ten (10) days notice prior to cancellation for non-payment of premium; seven (7) days notice for War and associated risk. Notice shall

be given to COUNTY either by electronic mail or certified mail to: 1) Pinellas County Director of Risk Management, 400 South Fort Harrison Avenue, Clearwater, Florida, 33756 or RiskMgmt@pinellascounty.org; and 2) Airport Director, St. Pete-Clearwater International Airport, 14700 Terminal Boulevard, Suite 221, Clearwater, Florida, 33762. AIRLINE shall also notify COUNTY, in like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or adverse material change in coverage received from its insurer; and nothing contained herein shall absolve AIRLINE of this requirement to provide notice.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums of assessments for any deductibles which all are at the sole responsibility and risk of AIRLINE.

(c) The term "COUNTY" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Offices of the County and individual members and employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(d) Except for Workers Compensation, Pinellas County shall be endorsed to the required policy or policies as an additional insured.

(e) AIRLINE's insurance shall be primary and non-contributory in respect to any insurance coverage held by COUNTY, including COUNTY Self-Insured Retentions of whatever nature. All policies including Workers Compensation shall include a waiver of subrogation in favor of COUNTY.

(f) The AIRLINE shall purchase and maintain any special insurance reasonably required by any federal or state agency for operation of his business, applicable and commercially available to AIRLINE either at the time of execution, or at any time during the term of this Agreement.

(g) The AIRLINE agrees its contracts with vendors/contractors shall: 1.) List Pinellas County as additional insured; 2.) Hold the COUNTY harmless; and 3.)

Contain Indemnification in favor of the COUNTY.

(h) AIRLINE shall request that its insurers waive subrogation rights for loss or damage against COUNTY.

Exhibit "F"

St. Pete-Clearwater International Airport AIR SERVICE INCENTIVE POLICY

PURPOSE

Pinellas County (COUNTY) has adopted this Air Service Incentive Policy (ASIP) to enhance commercial air service at St. Pete-Clearwater International Airport (PIE, AIRPORT).

ELIGIBILITY

The incentives described herein are available only to scheduled commercial airlines providing New Service. For the purposes of this ASIP, "**New Service**" is defined as "the initiation of non-stop, year-round service between PIE and an airport not then served from PIE. Incentives are available only to scheduled commercial airlines (AIRLINE).

An AIRLINE must make a formal request for participation in the ASIP by submitting an application. The COUNTY is not obligated to grant incentives to an AIRLINE that provides New Service in accordance with this ASIP but has not submitted an application for air service incentives to the COUNTY.

The AIRPORT has established an annual budget for ASIP. Incentives will only be provided as funds are available. The ASIP will distribute incentives on a "first come, first served" basis, up to the maximum annual amount available, as defined by the AIRPORT.

New Service must constitute at least two (2) roundtrips per week for year-round service. Anything less than 52 weeks, but more than 14 weeks will be prorated. The AIRPORT will not prorate incentives for service operated less than the minimum required period of 14 weeks.

Only Part 121 certified carriers qualify under the program.

AVAILABLE INCENTIVES

The COUNTY will offer the following incentives for New Service for a period of two (2) years commencing at the initiation of the New Service:

- Waiver of landing fees, terminal building rentals, and all other AIRPORT fees, associated with the New Service.
- Cooperative marketing program (defined below), not to exceed \$150,000 per city pair in

the first 365 days of service and not to exceed \$100,000 per city pair in the second 365 days of service, as measured from the first day service operates. This pledged marketing support will be shared 50/50 with Visit St. Pete-Clearwater (VSPC) which is Pinellas County's Destination Marketing Organization (DMO). This marketing support will be capped at (3) three new destinations per fiscal year following the County's fiscal year funding beginning October 1 and ending on September 30 of each year.

- If the air service/route is simply being moved from Tampa International Airport (TPA) to PIE because the airline has moved its operations, VSPC would not be incentivizing this service.
- Additional PIE marketing support may include, but not limited to, marketing the routes through various media (press releases, PIE newsletter, etc.), on the PIE website and billboard(s), through other media outlets, Visit St. Pete/Clearwater Convention & Visitors Bureau, and various Tampa Bay area Chamber of Commerce memberships. PIE will also provide AIRLINE with use of PIE's digital and static airport owned billboard to help promote new service outbound. Each billboard face has a value of \$3,500/month or \$42,000/year. PIE will provide support in the Tampa Bay area to promote outbound service to include, but not limited to, printed materials, digital advertising, radio advertising, TV advertising, social media, and OTT campaigns, valued at approximately \$50,000/year.

LENGTH OF PROGRAM

This ASIP is effective as the "*Effective Date*" upon execution of the Agreement by the Parties and shall continue for five (5) calendar years ending September 30, 2031, unless earlier terminated by the COUNTY and subject to the availability of funding.

INCENTIVE BUDGET

The AIRPORT has established an annual budget to fund the eligible incentives and the Airport's Director may submit all incentive agreements to the COUNTY for approval in conjunction with the announcement of new air service. The initial annual budget for incentives under this ASIP is \$500,000. The COUNTY reserves the right to increase or decrease this budget in future years.

PAYMENTS AND FUNDING

The Airport Director is authorized to administer this ASIP within the limitations established by the COUNTY'S budget, using discretionary airport revenue or non-airport revenues, as approved by the COUNTY. The Airport Director shall not include incentive budget funds in the rates and charges paid by commercial airlines or other aeronautical users of PIE.

COOPERATIVE MARKETING PROGRAM

All marketing expenses must be approved by the PIE staff in advance in the form of a marketing plan, include the AIRPORT'S name/logo, and be consistent with the COUNTY'S current branding and advertising guidelines. The COUNTY may refuse to approve promotional materials or activities for any reason and in its sole discretion. The COUNTY will pay approved marketing expenses directly to third parties or reimburse an AIRLINE for approved marketing expenses after submission of adequate supporting documentation by AIRLINE. The marketing funds provided by the COUNTY have to be spent in the origin market to drive inbound travel to PIE and cannot be spent on AIRLINE owned media (i.e. AIRLINE website, magazine etc.)

Should AIRLINE discontinue New Service before the first full season, or the first full 12 months of scheduled operation, the COUNTY reserves the right to require repayment of marketing and advertising funds to the date of service withdrawal.

ADDITIONAL LIMITATIONS

This ASIP is subject and subordinate to the provisions of any existing or future agreement between the COUNTY and the United States of America relative to the operation or maintenance of the AIRPORT, the terms and execution of which agreement have been or may be required as a condition precedent to the expenditure by or reimbursement to the COUNTY of federal funds for the development of the AIRPORT (Grant Assurances). In the event that this ASIP, either on its own terms or by any other reason, conflicts with or violates the Grant Assurances, or any interpretation by the FAA thereof, the COUNTY reserves the right to amend, alter, or otherwise modify the terms of this ASIP as required to resolve such conflict or violation.

The AIRPORT reserves the right to discontinue this ASIP, amend it, or substitute a new program at any time. The AIRPORT has the sole and final authority to issue all required determinations and interpretations as to this ASIP. All previously approved ASIP applications will receive the incentives outlined under the incentive programs in effect at the time of such applications.

Exhibit "G"
St. Pete-Clearwater International Airport

USE OF PASSENGER RAMPS

Pinellas County (COUNTY) provides Passenger Ramps to AIRLINES by their request to enplane and deplane passengers on aircraft. AIRLINES requesting the right to use one or more of these Passenger Ramps at the Airport, will be allowed to use the equipment in accordance with the terms and conditions set forth below.

- A. The COUNTY will make the Passenger Ramps available to AIRLINES or its agents on a first-come, first-serve basis at no charge. The COUNTY shall have no liability to an AIRLINE if the Passenger Ramps are not available at the time requested by the AIRLINE. AIRLINE hereby acknowledges, covenants, and agrees that the Passenger Ramps are made available to the AIRLINE "as is." The COUNTY makes no warranty or representation, either express or implied, as to the design or condition of, or as to the quality of the passenger ramps or workmanship in the passenger ramps, and the COUNTY makes no warranty of merchantability or fitness for a particular purpose or any component thereof as to any other matter, it being agreed that all such risks, as between the county and the airline, are to be borne by the airline, and the benefits of any and all implied warranties of the county are hereby waived by the airline.
- B. AIRLINE and/or its agents agree to only use and operate Passenger Ramps:
- (i) in accordance with the manufacturer's instructions and the requirements of all applicable laws and regulations;
 - (ii) with personnel that have been properly trained in the operation of the equipment;
 - (iii) with reasonable care; and
 - (iv) on aircraft it is authorized to operate or ground handle under this Agreement.
- After its use, AIRLINE further agrees promptly to return the Passenger Ramps to the COUNTY at the designated location as directed by the Airport in the same condition as when received by the AIRLINE, reasonable wear

and tear expected, and to reimburse COUNTY for any costs incurred by COUNTY in repairing or replacing any passenger ramp that was damaged or destroyed while in the AIRLINE's possession or under its control. In such event, the COUNTY is authorized to arrange for the repairs and shall tender to AIRLINE a statement itemizing the costs of repairs, for which the AIRLINE shall promptly reimburse or pay to the COUNTY within thirty (30) days of the invoice date.

- C. AIRLINE further agrees that its liability insurance and indemnification obligation contained in the Operating Agreement herein shall be fully applicable to the AIRLINE's use and operation of the Passenger Ramps.

By entering into this Operating Agreement, AIRLINE acknowledges that it has read the foregoing and is fully aware of the potential hazards involved in the operation of the equipment; and agrees to the foregoing for the protection of both AIRLINE and COUNTY and is fully aware of the potential legal consequences that may incur from their uses of the equipment.

Exhibit "H"
St. Pete-Clearwater International Airport

USE OF BOARDING BRIDGES

Pinellas County (COUNTY) provides Boarding Bridges to AIRLINES by their request to enplane and deplane passengers on aircraft. AIRLINES requesting the right to use one or more of these Passenger Boarding Bridges at the Airport, will be allowed to use the equipment in accordance with the terms and conditions set forth below.

- A. The County will make the Boarding Bridges available to AIRLINES or its agents, as assigned at the sole discretion of Airport Operations. The COUNTY shall have no liability to an AIRLINE if the Boarding Bridge is not available at the time request by the AIRLINE. AIRLINE hereby acknowledges, covenants, and agrees that the aircraft Boarding Bridge is made available to AIRLINE in an "as-is" condition. COUNTY makes no warranty or representation, either expressed or implied, as to the design or condition of, or as to the quality of the aircraft boarding bridge, or workmanship in the boarding bridge, and county makes no warranty of merchantability or fitness for a particular purpose or any component thereof as to any other matter. It being agreed that all such risks of airline usage of said equipment between county and airline, are to be borne by airline, and the benefits of any and all implied warranties of county are hereby waived by airline.
- B. AIRLINE and/or its agents agree to only use and operate the passenger Boarding Bridge: (i) in accordance with the manufacturer's instructions and the requirements of all applicable laws and regulations; (ii) with personnel that have been properly trained in the operation of the equipment; (iii) with reasonable care; and (iv) on aircraft it is authorized to operate or service. After its use, AIRLINE further agrees to promptly return the Boarding Bridge to its designated location as directed by the COUNTY in the same condition as when received by the AIRLINE, reasonable wear and tear expected, and to reimburse

COUNTY promptly after written demand for any costs incurred by COUNTY in repairing or replacing any Boarding Bridge equipment that was damaged or destroyed while in the AIRLINE's possession or under its control.

- C. AIRLINE further agrees that its liability insurance and indemnification obligation contained in the Operating Agreement herein shall be fully applicable to the AIRLINE's use and operation of the Boarding Bridges.

By entering into this Operating Agreement, AIRLINE acknowledges that it has read the foregoing and is fully aware of the potential hazards involved in the operation of the equipment; and agrees to the foregoing for the protection of both AIRLINE and COUNTY and is fully aware of the potential legal consequences that may incur from their uses of the equipment.

2027_2031_PIE Allegiant Operating Agreement_Final

Final Audit Report

2026-08-05

Created:	2026-08-05
By:	latasha sams (latasha.sams@allegiantair.com)
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PIE 2027-2031 Operating Agreement Review

Final Audit Report

2026-08-05

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