

**SECOND AMENDMENT
TO
THE TERMINAL FACILITIES LEASE AND LICENSE AGREEMENT**

THIS SECOND AMENDMENT TO THE TERMINAL FACILITIES LEASE AND LICENSE AGREEMENT (this “Second Amendment”) is made as of _____, 2021 (“Execution Date”) between the CITY OF LOS ANGELES, acting by and through the Board of Airport Commissioners of its Department of Airports, as landlord and licensor (the “Landlord”), and AIR CANADA, as tenant and licensee (the “Tenant”) and shall be effective on the last day of the month following Los Angeles City Council approval of this Second Amendment.

RECITALS

WHEREAS, the Tenant and the Landlord entered into a Terminal Facilities Lease and License Agreement dated April 26, 2017 (LAA-8965) (the “Original Lease”), and a Letter Amendment dated April 25, 2020 (LAA-8965A)(the “Letter Amendment,” and together with the Original Lease, the “AC Lease”);

WHEREAS, the parties wish to extend the term of the AC Lease.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Second Amendment, the Landlord and the Tenant agree with each other as follows (certain terms used in this Second Amendment and not defined elsewhere in the text of this Second Amendment, are used with the meanings specified in the AC Lease):

AGREEMENT

1. The phrase “June 30, 2021” in Section 1.1.1 of the AC Lease shall be replaced with the phrase “June 30, 2023.”

2. Miscellaneous.

2.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Second Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the AC Lease and except as expressly amended herein, all of the terms, covenants and conditions of the AC Lease shall remain in full force and effect.

2.2. This Second Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

2.3. This Second Amendment and any other document necessary for the consummation of the transaction contemplated by this Second Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a

signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one document, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Second Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this document had been delivered that had been signed using a handwritten signature. All parties to this Second Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Second Amendment to authenticate this writing and to have the same force and effect as a manual signature; (ii) intend to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Second Amendment based on the foregoing forms of signature. If this Second Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by facsimile, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[signature page follows]

IN WITNESS WHEREOF, the Landlord and the Tenant have respectively executed this Second Amendment as of the Execution Date.

APPROVED AS TO FORM:

Michael N. Feuer,
City Attorney

Date: _____

By: *Tamami Yamaguchi*
Tamami.Yamaguchi / Jun 18, 2021 17:58 PDT
Deputy/Assistant City Attorney

LANDLORD:

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Department of Airports

ATTEST:

By: _____
Name:
Title:

TENANT:

AIR CANADA

By: *Amos S. Kazzaz*
Name: Amos S. Kazzaz
Title: Executive Vice President & Chief Financial Officer

SF
June 8, 2021
AC Legal

MP