



**CONSENT TO
AMENDMENT TO MEMORANDUM OF AGREEMENT
AS AMENDED EFFECTIVE JANUARY 20, 2004
AMONG THE AIR TRANSPORT ASSOCIATION OF CANADA
AND SIGNATORY AIR CARRIERS AND CERTAIN
AIRPORTS REGARDING AIRPORT IMPROVEMENT FEES ("MOA")**

TO: AIR TRANSPORT ASSOCIATION OF CANADA

FAX # 613-230-8648

RE: Consent to MOA Amendment dated February 12, 2019

The Kelowna International Airport hereby consents to the amendment to the MOA attached as Schedule "A" to this consent form.

DATE: _____

The Kelowna International Airport

Authorized Signatory

Title

SCHEDULE “A”

AMENDMENT TO MEMORANDUM OF AGREEMENT AS AMENDED EFFECTIVE JANUARY 20, 2004 AMONG THE AIR TRANSPORT ASSOCIATION OF CANADA AND SIGNATORY AIR CARRIERS AND CERTAIN AIRPORTS REGARDING AIRPORT IMPROVEMENT FEES (“MOA”)

Dated February 12, 2019

1. All references to the “MOA” in the MOA shall mean the MOA as amended below.
2. The MOA is amended in Section 17.1 by adding the phrase “and three (3) months” after the phrase “20 years” and by deleting the last sentence of Section 17.1 in its entirety and replacing it with the following:

“The Parties agree this MOA may be extended beyond the initial term stated above for a period not to exceed three (3) months subject to the agreement of the Airports and the Signatory Air Carriers to such extension at least thirty (30) days prior to expiry of this MOA (the “Second Extension”) in accordance with the process set forth herein.

The Airports hereby jointly and severally designate the Winnipeg Airports Authority as their irrevocable representative solely for the limited purpose of effecting such agreement related to the Second Extension on each of their individual behalf and for all of the Airports collectively.

The Signatory Air Carriers hereby jointly and severally designate Air Canada as their irrevocable representative solely for the limited purpose of effecting such agreement to effect such agreement related to the Second Extension on each of their individual behalf and for all of the Signatory Air Carriers collectively.

Where such agreement related to the Second Extension has been reached by the Parties (through their respective representative), no further consent of the Signatory Air Carriers or Airports will be required to give effect to the Second Extension and the notice provisions contained in Section 34.0 of the MOA shall not apply to the MOA extension process set forth herein. Upon the representatives named above reaching such agreement related to the Second Extension, they shall promptly advise ATAC, and ATAC shall provide notice of the effectiveness of the Second Extension to the Signatory Air Carriers.”

3. Any notice for the purposes of administering the Second Extension, including notice to the respective representatives as described above, shall be sent to the following:

| | Individual Contact | E-mail address |
|---|---------------------------|-----------------------------------|
| Winnipeg Airports Authority on behalf of the Airports | Catherine Kloepfer | ckloepfer@waa.ca |
| Air Canada on behalf of the Signatory Air Carriers | Josephine Pietracupa | josephine.pietracupa@aircanada.ca |
| ATAC | Wayne Gouveia | wgouveia@atac.ca |