

## AMENDING AGREEMENT

**THIS AGREEMENT** (the “**Amending Agreement**”) is dated April 26, 2019.

**BETWEEN:**

**SMARTLYNX AIRLINES SIA**, a corporation existing under the laws of the Republic of Latvia

(“**SLAS**”)

**AND:**

**CANADA JETLINES LTD.**, a corporation existing under the laws of Canada

(“**JET**”)

**AND:**

**CANADA JETLINES OPERATIONS LTD.**, a corporation existing under the laws of Canada

(“**JET Operations**”)

SLAS, JET and JET Operations shall be referred to herein as the “**Parties**”.

**WHEREAS:**

- A. SLAS, JET and JET Operations entered into a Framework Agreement dated December 21, 2018 (the “**Framework Agreement**”); and
- B. The Parties wish to amend the Framework Agreement in order to make changes to certain terms and definitions in the Framework Agreement

**NOW THEREFORE** in consideration of the premises and the covenants of the Parties hereunder, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Defined Terms**

- 1.1. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Framework Agreement.

- 1.2 The provisions of Section 1.2 of the Framework Agreement shall apply to this Amending Agreement, *mutatis mutandis*.

2. **Amendments to Framework Agreement**

- 2.1. The Parties agree that Section 1.1 of the Framework Agreement is hereby amended by deleting the definition of “Escrow Release Conditions” and replacing it with the following definition:

“**Escrow Release Conditions**” means collectively, the First Escrow Release Conditions and the Second Escrow Release Conditions.

- 2.2. The Parties agree that Section 1.1 of the Framework Agreement is hereby amended by deleting subsections (a) and (b) of the definition “Termination Event” and replacing them with the following:

(a) the Funding Milestone not being achieved prior to June 30, 2019, unless SLAS, in its sole discretion, informs JET in writing prior to July 7, 2019 of its desire to acquire the Units;

(b) (i) the First Escrow Release Conditions are not satisfied at or before 5:00 p.m. (Toronto time) on September 30, 2019 or (ii) the Second Escrow Release Conditions are not satisfied at or before 5:00 p.m. (Toronto time) on December 31, 2019;

- 2.3 The Parties agree that Section 1.1 of the Framework Agreement is hereby amended by adding the following as a new subsection (j) to the definition of Termination Event:

(j) the Section 59 Order (as defined in the definition of Ticket Sales Milestone) either (A) expires prior to the issuance of the AOC and a license to sell tickets by CTA or (B) is revoked, cancelled, amended or modified other than as consented to by SLAS;

- 2.4 The Parties agree that Section 1.1 of the Framework Agreement is hereby amended by deleting the preamble to the definition of “Termination Event” and replacing it with the following:

“**Termination Event**” means the occurrence of any of the following events:

- 2.5. The Parties agree that Section 1.1 of the Framework Agreement is hereby amended by adding the definitions of “First Escrow Release Conditions”, “Second Escrow Release Conditions” and “Ticket Sales Milestone” as follows:

“**First Escrow Release Conditions**” means: (a) the completion of the Funding Milestone; and (b) the satisfaction of the Ticket Sales Milestone.

“**Second Escrow Release Conditions**” means: (a) the satisfaction of the First Escrow Release Conditions; and (b) the receipt by JET Operations of an AOC.

“**Ticket Sales Milestone**” means JET Operations has received from the Canada Transportation Agency (“CTA”) an order (the “**Section 59 Order**”) providing an exemption from Section 59 of the *Canada Transportation Act*, S.C. 1996, c. 10, as amended, to allow it to sell tickets for air travel subject only to Jetlines Operations having

received the gross proceeds of the Offering and otherwise on terms and conditions reasonably acceptable to SLAS;

- 2.6 The Parties agree that Section 4.1 of the Framework Agreement is hereby amended by deleting the following phrase in the first line thereof “Provided the Escrowed Funds have been released to JET” and replacing it with the following: “Provided any Escrowed Funds have been released to JET”;
- 2.7. The Parties agree that Section 6.12 of the Framework Agreement is hereby amended by deleting the two references to “May 31, 2019” and replacing such references with “June 30, 2019.
- 2.8 The Parties agree that Section 7.3(b) of the Framework Agreement is hereby amended by deleting the following phrase in the second sentence of the last paragraph thereof “If any such termination occurs after the Escrowed Funds have been released” and replacing it with the following: “If any such termination occurs after any Escrowed Funds have been released”.
- 2.9 The Parties agree to add new Section 7.3(e) as follows:

“(e) JET shall place the funds representing the Termination Fee into escrow with the Subscription Receipt Agent in accordance with the terms of the Supplemental Subscription Receipt Agreement.”

### 3. **Amendment of the Framework Agreement**

- 3.1. This Amending Agreement amends the Framework Agreement and the terms, covenants and agreements included in this Amending Agreement will be deemed to have been incorporated into the Framework Agreement and the Amending Agreement and the Framework Agreement shall be read, interpreted, construed and have effect as, and shall constitute, one agreement. References in the Framework Agreement to “this agreement” shall be read as references to the Framework Agreement as amended by this Amending Agreement.

For greater certainty, in the event of any inconsistency between this Amending Agreement and the Framework Agreement, this Amending Agreement shall prevail. Except as expressly modified and superseded by this Amending Agreement, the terms, representations, warranties, covenants and other provisions of the Framework Agreement are and shall continue to be in full force and effect in accordance with their respective terms.

In the event that JET has not deposited the funds representing the Termination Fee with the Subscription Receipt Agent within two Business Days of the date of this Amending Agreement, SLAS may terminate this Amending Agreement with immediate effect by providing notice to JET.

### 4. **Supplemental Subscription Receipt Agreement**

- 4.1. Concurrently with the execution of this Amending Agreement, the parties will enter into a Supplemental Subscription Receipt Agreement that amends the terms of the release of the Escrowed Funds.

**5. Further Assurances**

- 5.1. The parties hereto shall, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Amending Agreement and carry out its provisions.

**6. Governing Law, Submission to Jurisdiction and Dispute Resolution**

- 6.1. Sections 7.14 and 7.15 of the Framework Agreement shall be applicable to this Amending Agreement *mutatis mutandis*.

**7. Amendments and Waivers and Successors and Assigns**

- 7.1. Sections 7.8 and 7.9 of the Framework Agreement shall be applicable to this Amending Agreement *mutatis mutandis*.

**8. Counterparts; Facsimile Signatures**

- 8.1. This Amending Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. Each Party acknowledges that it and the other Parties may execute this Agreement by manual, stamp or mechanical signature, and that delivery of an executed counterpart of a signature page to this Agreement (whether executed by manual, stamp or mechanical signature) by facsimile or by email in portable document format (PDF) shall be effective as delivery of such executed counterpart of this Agreement. Each Party expressly adopts and confirms a stamp or mechanical signature (regardless of whether delivered in person, by mail, by courier, by facsimile or by email in portable document format (PDF)) made in its respective name as if it were a manual signature delivered in person, agrees that it shall not assert that any such signature or delivery is not adequate to bind such Party to the same extent as if it were signed manually and delivered in person and agrees that, at the reasonable request of the other Party at any time, it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof) and delivered in person, by mail or by courier.

**IN WITNESS WHEREOF** the Parties have executed this Amending Agreement as of the date first above written.

**SMARTLYNX AIRLINES SIA**

By: “Zygimantas Surintas”  
Name: Zygimantas Surintas  
Title: Chief Executive Officer

**CANADA JETLINES LTD.**

By: “Javier Suarez”  
Name: Javier Suarez  
Title: Chief Executive Officer

**CANADA JETLINES OPERATIONS LTD.**

By: “Javier Suarez”  
Name: Javier Suarez  
Title: Chief Executive Officer