

**CARGOJET INC.  
RESTRICTED SHARE UNITS PLAN**

**March 4, 2014, as amended March 29, 2017**

**ARTICLE ONE**

**DEFINITIONS AND INTERPRETATION**

Section 1.01 **Definitions:** For purposes of the Restricted Share Units Plan, unless such word or term is otherwise defined herein or the context in which such word or term is used herein otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) "Act" means the *Business Corporations Act* (Ontario) or its successor, as amended from time to time.
- (b) "Affiliate" means any corporation that is an affiliate of the Corporation as defined in National Instrument 45-106 – *Prospectus and Registration Exemptions*, as may be amended from time to time.
- (c) "Associate" with any person or corporation is as defined in the Securities Act.
- (d) "Blackout Period" has the meaning ascribed thereto in Section 3.04.
- (e) "Board" means the Board of Directors of the Corporation, or any committee thereof appointed in accordance with this Plan.
- (f) "Change of Control" means the occurrence of any one or more of the following events:
  - (1.a.A.i) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Corporation or any of its Affiliates and another corporation or other entity, as a result of which the holders of Voting Shares prior to the completion of the transaction hold less than 50% of the outstanding shares of the successor corporation after completion of the transaction;
  - (1.a.A.ii) the sale, lease, exchange or other disposition, in a single transaction or a series of related transactions, of all or substantially all of the assets, rights or properties of the Corporation and its subsidiaries on a consolidated basis to any other person or entity, other than transactions among the Corporation and its subsidiaries;
  - (1.a.A.iii) a resolution is adopted to wind-up, dissolve or liquidate the Corporation;
  - (1.a.A.iv) any person, entity or group of persons or entities acting jointly or in concert (an "Acquiror") acquires, or acquires control (including, without limitation, the right to vote or direct the voting) of, Voting Securities of the Corporation which, when added to the Voting Securities owned of record or beneficially by the Acquiror or which the Acquiror controls, would entitle the Acquiror and/or Associates and/or Affiliates of the Acquiror, to cast or to direct the casting of 50% or more of the votes attached to all of the Corporation's outstanding Voting Securities which may be cast to elect directors of the Corporation or the successor corporation (regardless of whether a meeting has been called to elect directors); or

(1.a.A.v) as a result of or in connection with: (A) a contested election of directors; or (B) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisitions involving the Corporation or any of its Affiliates and another corporation or other entity (a "Transaction"), fewer than 50% of the directors of the Corporation or the successor corporation are persons who were directors of the Corporation immediately prior to the Transaction.

For the purposes of the foregoing definition of Change of Control, "Voting Securities" means Voting Shares and any other shares entitled to vote for the election of directors and, for the purposes of calculating the number of securities of the Corporation owned or controlled by the Acquiror, it shall include any security, whether or not issued by the Corporation, which are not shares entitled to vote for the election of directors but are convertible into or exchangeable for shares which are entitled to vote for the election of directors including any options or rights to purchase such shares or securities.

(g) "Committee" means the Directors or if the Directors so determine in accordance with Section 2.03 of the Restricted Share Units Plan, the committee of the Directors authorized to administer the Restricted Share Units Plan which may include any compensation committee of the Directors.

(h) "Common Voting Shares" shall mean the common voting shares in the capital of the Corporation.

(i) "Corporation" means Cargojet Inc., a corporation existing under the Act.

(j) "Deferred Payment Date" for a Participant means the date after the Restricted Period which is the earlier of (i) the date to which the Participant has elected to defer receipt of Restricted Shares in accordance with Section 3.05 of this Restricted Share Units Plan; and (ii) the Participant's Termination or Retirement Date.

(k) "Designated Affiliate" means the subsidiaries of the Corporation designated by the Committee for purposes of the Restricted Share Units Plan from time to time.

(l) "Directors" means the board of directors of the Corporation from time to time.

(m) "Eligible Consultants" shall mean consultants as defined under section 2.22 of *National Instrument 45-106 Prospectus and Registration Exemptions* or any successor provisions thereto.

(n) "Eligible Directors" means the Directors and the directors of any Designated Affiliate of the Corporation from time to time.

(o) "Eligible Employees" means employees, including officers, whether Directors or not, and including both full-time and part-time employees, of the Corporation or any Designated Affiliate of the Corporation.

(p) "Insider" has the meaning ascribed thereto in the *TSX Company Manual*.

(q) "Participant" means each Eligible Director, Eligible Consultant, and Eligible Employee to whom Restricted Share Units are granted.

(r) "Restricted Period" means any period of time during which a Restricted Share Unit is not vested and the Participant holding such Restricted Share Unit remains

ineligible to receive Restricted Shares as determined by the Committee in its absolute discretion, however, such period of time may be reduced or eliminated from time to time and at any time and for any reason as determined by the Committee, including but not limited to circumstances involving death or disability of a Participant.

(s) “Restricted Share Units Plan” means the restricted share units plan described in Article Three hereof.

(t) “Restricted Share Units” has such meaning as ascribed to such term in Section 3.02 of this Restricted Share Units Plan.

(u) “Restricted Share Unit Grant Letter” has such meaning as ascribed in Section 3.03 of this Restricted Share Units Plan.

(v) “Restricted Shares” means the Common Voting Shares or Variable Voting Shares, as applicable, issuable in satisfaction of Restricted Share Units.

(w) “Retirement” in respect of a Participant means the Participant ceasing to be an Eligible Employee, Eligible Director or Eligible Consultant after attaining a stipulated age in accordance with the Corporation’s normal retirement policy or earlier with the Corporation’s consent.

(x) “Retirement Date” means the date that a Participant ceases to be an Eligible Employee, Eligible Director or Eligible Consultant due to the Retirement of the Participant.

(y) “Stock Exchange” means, the Toronto Stock Exchange or, if the Voting Shares are not listed on the Toronto Stock Exchange, the principal stock exchange on which the Voting Shares are listed as determined by the Board.

(z) “Termination” means: (i) in the case of an Eligible Employee, the termination of the employment of the Eligible Employee with or without cause by the Corporation or a Designated Affiliate or cessation of employment of the Eligible Employee with the Corporation or a Designated Affiliate as a result of resignation or otherwise other than the Retirement of the Eligible Employee; (ii) in the case of an Eligible Director, the removal of or failure to re-elect the Eligible Director as a director of the Corporation or a Designated Affiliate; (iii) in the case of an Eligible Consultant, the termination of the services of the Eligible Consultant by the Corporation or a Designated Affiliate.

(aa) “Trading Day” means a day on which the Stock Exchange is open for trading and on which the Voting Shares have not been halted.

(ab) “Variable Voting Shares” shall mean the variable voting shares in the capital of the Corporation.

(ac) “Voting Shares” means the Common Voting Shares and the Variable Voting Shares, as they may be adjusted from time to time in accordance with the provisions of Article Five of the Restricted Share Units Plan.

Section 1.02 **Headings:** The headings of all articles, Sections, and paragraphs in the Restricted Share Units Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of the Restricted Share Units Plan.

Section 1.03 **Context, Construction:** Whenever the singular or masculine are used in the Restricted Share Units Plan, the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires.

Section 1.04 **References to this Restricted Share Units Plan:** The words “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions mean or refer to the Restricted Share Units Plan as a whole and not to any particular article, Section, paragraph or other part hereof.

Section 1.05 **Canadian Funds:** Unless otherwise specifically provided, all references to dollar amounts in the Restricted Share Units Plan are references to lawful money of Canada.

## ARTICLE TWO

### PURPOSE AND ADMINISTRATION OF THE RESTRICTED SHARE UNITS PLAN

Section 2.01 **Purpose of the Restricted Share Units Plan:** The Restricted Share Units Plan provides for the acquisition of Common Voting Shares or Variable Voting Shares, as applicable, by Participants for the purpose of advancing the interests of the Corporation through the motivation, attraction and retention of employees, directors and consultants of the Corporation and its Designated Affiliates and to secure for the Corporation and the shareholders of the Corporation the benefits inherent in the ownership of Common Voting Shares or Variable Voting Shares, as applicable, by key employees, consultants and directors of the Corporation and its Designated Affiliates it being generally recognized that restricted share plans aid in attracting, retaining and encouraging employees, consultants and directors due to the opportunity offered to them to acquire a proprietary interest in the Corporation.

Section 2.02 **Administration of the Restricted Share Units Plan:** The Restricted Share Units Plan shall be administered by the Committee and the Committee shall have full authority to administer the Restricted Share Units Plan including the authority to interpret and construe any provision of the Restricted Share Units Plan and to adopt, amend and rescind such rules and regulations for administering the Restricted Share Units Plan as the Committee may deem necessary in order to comply with the requirements of the Restricted Share Units Plan. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and conclusive and shall be binding on the Participants and the Corporation. No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with the Restricted Share Units Plan and all members of the Committee shall, in addition to their rights as Directors, be fully protected, indemnified and held harmless by the Corporation with respect to any such action taken or determination or interpretation made. The appropriate officers of the Corporation are hereby authorized and empowered to do all things and execute and deliver all instruments, undertakings and applications and writings as they, in their absolute discretion, consider necessary for the implementation of the Restricted Share Units Plan and of the rules and regulations established for administering the Restricted Share Units Plan. All costs incurred in connection with the Restricted Share Units Plan shall be for the account of the Corporation.

Section 2.03 **Delegation to Committee:** All of the powers exercisable hereunder by the Directors may, to the extent permitted by applicable law and as determined by resolution of the Directors, be exercised by a committee of the Directors comprised of not less than three (3) Directors, including any compensation committee of the Directors.

Section 2.04 **Record Keeping:** The Corporation shall maintain a register in which shall be recorded:

- (a) the name and address of each Participant in the Restricted Share Units Plan;
- (b) the number of Restricted Share Units granted to each Participant under the Restricted Share Units Plan; and

- (c) the number of Restricted Shares issued to each Participant under the Restricted Share Units Plan.

**Section 2.05 Determination of Participants and Participation:** The Committee shall from time to time determine the Participants who may participate in the Restricted Share Units Plan. The Committee shall from time to time determine the Participants to whom Restricted Share Units shall be granted and the provisions and restrictions with respect to such grant(s), all such determinations to be made in accordance with the terms and conditions of the Restricted Share Units Plan, and the Committee may take into consideration the present and potential contributions of and the services rendered by the particular Participant to the success of the Corporation and any other factors which the Committee deems appropriate and relevant.

**Section 2.06 Maximum Number of Shares:** The maximum number of Common Voting Shares or Variable Voting Shares, or any combination thereof, made available for the Restricted Share Units Plan shall be determined from time to time by the Committee, but in any case, shall not exceed 3.2% of the Voting Shares issued and outstanding from time to time, subject to adjustments pursuant to section 5.06. The aggregate number of Common Voting Shares and Variable Voting Shares, or any combination thereof, issuable to Insiders pursuant to Restricted Share Units granted and all other security based compensation arrangements, at any time, shall not exceed 10% of the total number of Voting Shares then outstanding. The aggregate number of Common Voting Shares and Variable Voting Shares, or any combination thereof, issued to Insiders pursuant to Restricted Share Units and all other security based compensation arrangements, within a one year period, shall not exceed 10% of the total number of Voting Shares then outstanding. For purposes of this Section 2.06, the number of Voting Shares then outstanding shall mean the number of Voting Shares outstanding on a non-diluted basis immediately prior to the proposed grant of the applicable Restricted Share Units. Any increase in the issued and outstanding Voting Shares will result in an increase in the available number of Common Voting Shares and Variable Voting Shares, or any combination thereof, issuable under the Restricted Share Units Plan. Any issuance of Voting Shares from treasury, including issuances of Common Voting Shares or Variable Voting Shares, as applicable, pursuant to the settlement of Restricted Share Units, shall automatically replenish the number of Common Voting Shares or Variable Voting Shares, as applicable, issuable under the Restricted Share Units Plan. When a Restricted Share Unit is settled, cancelled or terminated, a Restricted Share shall automatically be available for the grant of a new Restricted Share Unit under this plan. Grants of Restricted Share Units and grants under all other security-based compensation arrangements of the Corporation to non-employee directors should not exceed an annual equity value of \$150,000 to each non-employee director (based on the grant date fair value of the Restricted Share Units).

### ARTICLE THREE

#### RESTRICTED SHARE PLAN

**Section 3.01 Restricted Share Units Plan:** A Restricted Share Units Plan is hereby established for Eligible Employees, Eligible Directors and Eligible Consultants.

**Section 3.02 Participants:** The Committee shall have the right to grant, in its sole and absolute discretion, to any Participant, rights ("Restricted Share Units") to acquire from the Corporation any number of fully paid and non-assessable Common Voting Shares or Variable Voting Shares, as applicable, as a discretionary payment in consideration of past services to the Corporation or as an incentive for future services, subject to this Restricted Share Units Plan and with such provisions and restrictions as the Committee may determine. Each Restricted Share Unit entitles the holder to receive one Common Voting Share or Variable Voting Shares, as applicable, without payment of additional consideration, at the end of the Restricted Period or, if applicable, at a later Deferred Payment Date, if any, in satisfaction of the holder's entitlement under the Restricted Share Unit, without any further action on the part of the holder of the Restricted Share Unit in accordance with this Article Three.

**Section 3.03 Restricted Share Unit Grant Letter:** Each grant of a Restricted Share Unit under the Restricted Share Units Plan shall be evidenced by a Restricted Share Unit grant letter (a "Restricted

Share Unit Grant Letter”) issued to the Participant by the Corporation in consideration for past and/or future services. Such Restricted Share Unit Grant Letter shall be subject to all applicable terms and conditions of the Restricted Share Units Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Directors from time to time) which are not inconsistent with the Restricted Share Units Plan and which the Committee deems appropriate for inclusion in a Restricted Share Unit Grant Letter. The provisions of Restricted Share Unit Grant Letters issued under the Restricted Share Units Plan need not be identical.

**Section 3.04 Restricted Period:** In connection with the grant of Restricted Share Units to a Participant, the Committee shall determine the Restricted Period applicable to such Restricted Share Units, and such Restricted Period shall be reflected in the Restricted Share Unit Grant Letter evidencing such grant. In addition, at the sole discretion of the Committee, at the time of grant, the Restricted Share Units may be subject to performance conditions to be achieved by the Corporation or a class of Participants or by a particular Participant on an individual basis, within a Restricted Period, for such Restricted Share Units to entitle the holder thereof to receive the underlying Restricted Shares. Upon the expiry of the applicable Restricted Period (or on the Deferred Payment Date, as applicable), a Restricted Share Unit shall be automatically settled and the underlying Restricted Share shall be issued to the holder of such Restricted Share Unit, which Restricted Share Unit shall then be cancelled.

Notwithstanding the foregoing, in the event that the expiry of the applicable Restricted Period (or on the Deferred Payment Date, as applicable), falls within, or within two (2) Trading Days after the end of, a trading blackout period imposed by or on the Corporation (the “Blackout Period”), the expiry date of such Restricted Period (or on the Deferred Payment Date, as applicable), shall be automatically extended to the close of the 10th Trading Day following the end of the Blackout Period.

**Section 3.05 Deferred Payment Date:** Participants who are residents of Canada for the purposes of the *Income Tax Act* (Canada) and not subject to the provisions of the *Internal Revenue Code* (United States) may elect to defer to receive all or any part of their Restricted Shares until a Deferred Payment Date. Any other Participants may not elect a Deferred Payment Date.

**Section 3.06 Election of Deferred Payment Date:** Qualifying Participants who elect to set a Deferred Payment Date must give the Corporation written notice of the Deferred Payment Date not later than sixty (60) days prior to the expiration of the Restricted Period. For certainty, Participants shall not be permitted to give any such notice after the day which is sixty (60) days prior to the expiration of the Restricted Period and a notice once given may not be changed or revoked.

**Section 3.07 Retirement or Termination during Restricted Period:** Subject to any provisions with respect to vesting of Restricted Share Units in a Participant’s employment agreement with the Corporation, in the event of the Retirement or Termination of a Participant during the Restricted Period, any Restricted Share Units held by the Participant shall immediately terminate and be of no further force or effect, provided that the Committee has the absolute discretion to waive such termination.

**Section 3.08 Retirement or Termination after Restricted Period:** Subject to any provisions with respect to vesting of Restricted Share Units in a Participant’s employment agreement with the Corporation, in the event of the Retirement or Termination of the Participant following the Restricted Period and prior to the Deferred Payment Date, the Participant shall be entitled to receive and the Corporation shall issue forthwith Restricted Shares in satisfaction of the Restricted Share Units then held by the Participant.

**Section 3.09 Payment of Dividends:** In the event a cash dividend is paid to shareholders of the Company on the Voting Shares while a Restricted Share Unit is outstanding, the Committee may, in its sole discretion, elect to credit each Participant with additional Restricted Share Units. In such case, the number of additional Restricted Share Units will be equal to the aggregate amount of dividends that would have been paid to the Participant if the Restricted Share Units in the Participant’s account on the record date had been Common Voting Shares or Variable Voting Shares, as applicable, divided by the Market

Price (as such term is defined in the TSX Manual) of a Common Voting Share or Variable Voting Shares, as applicable, on the date on which dividends were paid by the Company. If the foregoing shall result in a fractional Restricted Share Unit, the fraction shall be disregarded.

**Section 3.10 Death or Disability of Participant:** Subject to any provisions with respect to vesting of Restricted Share Units in an Participant's employment agreement with the Corporation, in the event of the total disability or death of a Participant, any Restricted Share Units held by the Participant shall vest immediately and the Corporation shall issue Restricted Shares to the Participant or legal personal representatives of the Participant forthwith in full satisfaction thereof.

**Section 3.11 Change of Control:** Subject to any provisions with respect to vesting of Restricted Share Units in an Participant's employment agreement with the Corporation, in the event of a Change of Control, all Restricted Share Units outstanding shall vest or be deemed to have vested immediately prior to the Change of Control and be forthwith settled by the issuance of applicable Restricted Shares notwithstanding the Restricted Period and any applicable Deferred Payment Date.

**Section 3.12 Necessary Approvals:** The Restricted Share Units Plan shall be subject to the approval of the shareholders of the Corporation to be given by a resolution passed at a meeting of the shareholders of the Corporation or by a written resolution of all of the shareholders of the Corporation in accordance with the Act and acceptance by the Stock Exchange or any regulatory authority having jurisdiction over the securities of the Corporation.

#### ARTICLE FOUR

##### WITHHOLDING

**Section 4.01 Withholding Taxes:** The Corporation or any Designated Affiliate of the Corporation may take such steps as are considered necessary or appropriate for the withholding of any taxes or other amounts which the Corporation or any Designated Affiliate of the Corporation is required by any law or regulation of any governmental authority whatsoever to withhold in connection with any Restricted Share Unit, Share or cash payment equivalent to a dividend, including, without limiting the generality of the foregoing, the withholding of all or any portion of any payment or the withholding of the issue of Shares to be issued under the Restricted Share Units Plan, until such time as the Participant has paid the Corporation or any Designated Affiliate of the Corporation for any amount which the Corporation or Designated Affiliate of the Corporation is required to withhold by law with respect to such taxes or other amounts. Without limitation to the foregoing, the Committee may adopt administrative rules under the Plan, which provide for the automatic sale of Restricted Shares (or a portion thereof) in the market upon the issuance of such shares under the Restricted Share Units Plan as agent for the Optionee to satisfy withholding obligations under the Plan. The Participant consents to such sale and grants to the Corporation an irrevocable power of attorney to effect the sale of such Restricted Shares issuable and acknowledges and agrees that the Corporation does not accept responsibility for the price obtained on the sale of such shares issuable under the Restricted Share Units Plan.

#### ARTICLE FIVE

##### GENERAL

**Section 5.01 Term of the Restricted Share Units Plan:** The Restricted Share Units Plan herein shall become effective on the date on which it is approved by the shareholders. The Restricted Share Units Plan shall remain in effect until it is terminated by the Directors.

**Section 5.02 Amendment of Restricted Share Units Plan:** The Committee may from time to time in the absolute discretion of the Committee (without shareholder approval) amend, modify and change the provisions of the Restricted Share Units Plan, including, without limitation:

- (i) amendments of a house keeping nature; and

- (ii) changes to the Restricted Period of any Restricted Share Unit.

However, other than as set out above, any amendment, modification or change to the provisions of the Restricted Share Units Plan which would:

- (a) materially increase the benefits of the holder under the Restricted Share Units Plan to the detriment of the Corporation and its shareholders;
- (b) increase the number of Common Voting Shares and Variable Voting Shares, or any combination thereof, or maximum percentage of Voting Shares, other than by virtue of Sections 5.06 and 5.08 of the Restricted Share Units Plan, which may be issued pursuant to the Restricted Share Units Plan;
- (c) reduce the range of amendments requiring shareholder approval contemplated in this Section;
- (d) permit Restricted Share Units to be transferred other than for normal estate settlement purposes;
- (e) change insider participation limits and the director limits in Section 2.06 which would result in shareholder approval to be required on a disinterested basis; or
- (f) materially modify the requirements as to eligibility for participation in the Restricted Share Units Plan;

shall only be effective upon such amendment, modification or change being approved by the shareholders of the Corporation. In addition, any such amendment, modification or change of any provision of the Restricted Share Units Plan shall be subject to the approval, if required, by any regulatory authority having jurisdiction over the securities of the Corporation.

**Section 5.03 Non-Assignable:** Except as otherwise may be expressly provided for under this Restricted Share Units Plan or pursuant to a will or by the laws of descent and distribution, no Restricted Share Unit and no other right or interest of a Participant is assignable or transferable.

**Section 5.04 Rights as a Shareholder:** No holder of any Restricted Share Units shall have any rights as a shareholder of the Corporation by virtue of holding Restricted Share Units. Except as provided for in Section 3.09 and subject to Section 5.06, no holder of any Restricted Share Units shall be entitled to receive, and no adjustment shall be made for, any dividends, distributions or any other rights declared for shareholders of the Corporation.

**Section 5.05 No Contract of Employment:** Nothing contained in the Restricted Share Units Plan shall confer or be deemed to confer upon any Participant the right to continue in the employment of, or to provide services to, the Corporation or any Designated Affiliate nor interfere or be deemed to interfere in any way with any right of the Corporation or any Designated Affiliate to discharge any Participant at any time for any reason whatsoever, with or without cause. Participation in the Restricted Share Units Plan by a Participant shall be voluntary, but unless a Participant informs the Corporation in writing, each Participant agrees to be bound by the terms of this Restricted Share Unit Plan and any applicable Restricted Share Unit Grant Letter with respect to Restricted Share Units granted to such Participant.

**Section 5.06 Adjustment in Number of Shares Subject to the Restricted Share Units Plan:** In the event there is any change in the Voting Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made by the Committee in:

- (a) the number of Common Voting Shares and Variable Voting Shares, or any combination thereof, available under the Restricted Share Units Plan; and



- (b) the number of Common Voting Shares and Variable Voting Shares, as applicable, subject to any outstanding Restricted Share Units.

If the foregoing adjustment shall result in a fractional Common Voting Share or Variable Voting Share, the fraction shall be disregarded. All such adjustments shall be conclusive, final and binding for all purposes of the Restricted Share Units Plan.

**Section 5.07 No Representation or Warranty:** The Corporation makes no representation or warranty as to the future market value of any Common Voting Shares or Variable Voting Shares issued in accordance with the provisions of the Restricted Share Units Plan.

**Section 5.08 Compliance with Applicable Law:** If any provision of the Restricted Share Units Plan or any Restricted Share Unit contravenes any law or any order, policy, by-law or regulation of any regulatory body having jurisdiction, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith.

**Section 5.09 Interpretation:** This Restricted Share Units Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.