

# **DISCOVERY AIR**

## **NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS**

**AND**

## **MANAGEMENT PROXY CIRCULAR**

**July 4, 2016**

# DISCOVERY AIR

July 4, 2016

Dear Shareholders,

On behalf of the directors, management and employees of Discovery Air Inc., we invite you to attend our annual and special meeting of shareholders to be held at the offices of Discovery Air located at 170 Attwell Drive, Suite 370, Toronto, Ontario at 9:00 AM Eastern Time on July 29, 2016.

We appreciate your participation in the meeting and we urge you to exercise your right to vote. If you are unable to attend the meeting and vote in person, we encourage you to vote by completing and returning the enclosed form of proxy or voting instruction form, as may be applicable to you.

The enclosed Notice of Annual and Special Meeting of Shareholders and Management Proxy Circular provide important information regarding the meeting, the senior management team, the persons who have been nominated as directors, our compensation philosophy and our governance practices. We invite you to review this material.

Yours truly,

*“Kenneth B. Rotman”*

Kenneth B. Rotman  
Chair of the Board

*“Jacob Shavit”*

Jacob (Koby) Shavit  
President and Chief Executive Officer

# DISCOVERY AIR

## NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

### When

July 29, 2016 at 9:00 AM Eastern Time

### Where

170 Attwell Drive, Suite 370, Toronto, Ontario

### Business of the 2016 Annual and Special Meeting of Shareholders (the “Meeting”)

The following matters will be dealt with at the Meeting:

1. receipt of the financial statements of Discovery Air Inc. (the “Corporation”) for the fiscal year ended January 31, 2016 and the report of the auditor thereon;
2. election of directors of the Corporation who will serve until the end of the next annual meeting of shareholders or until their successors are elected or appointed or they otherwise cease to serve as directors;
3. appointment of the auditor for the ensuing year and authorization of the directors of the Corporation to fix the auditor’s remuneration;
4. approval of the option plan resolution, an ordinary resolution set out in Schedule “A” to the Corporation’s management information circular dated July 4, 2016, approving all unallocated options under the Corporation’s stock option plan; and
5. consideration of such other business, if any, as may properly come before the Meeting or any adjournment thereof.

The Management Proxy Circular enclosed with this Notice of Annual and Special Meeting of Shareholders (the “Notice”) provides specific details of the business to be considered at the Meeting.

Shareholders are encouraged to express their vote in advance by completing the form of proxy or voter instruction form, as applicable, enclosed with this Notice. The completed form of proxy or voter instruction form must be submitted by 9:00 AM (Eastern Time) on July 27, 2016 to be counted. Shareholders can also vote by telephone, internet or fax or mail using the instructions described in the enclosed form of proxy or voter instruction form. Further instructions are contained in the enclosed Management Proxy Circular.

DATED at the City of Toronto, this 4<sup>th</sup> day of July, 2016.

BY ORDER OF THE BOARD OF DIRECTORS

*“David Kleiman”*

David Kleiman  
Vice President, General Counsel and Corporate Secretary

# DISCOVERY AIR

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## MANAGEMENT PROXY CIRCULAR FOR THE ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS to be held on July 29, 2016

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### SECTION I: VOTING SOLICITATION OF PROXIES BY MANAGEMENT

This Management Proxy Circular (the “Circular”) is furnished to shareholders in connection with the solicitation of proxies by or on behalf of Management for use at the 2016 Annual and Special Meeting (the “Meeting”) of the holders of Class A common voting shares (the “Class A Shares”) and Class B common variable voting shares (the “Class B Shares”) of the Corporation (collectively, the “Common Shares”). The information contained in this Circular is current as of July 4, 2016 unless otherwise indicated. The Meeting will be held at the offices of Discovery Air located at 170 Attwell Drive, Suite 370, Toronto, Ontario, on July 29, 2016 at 9:00 AM Eastern Time for the purposes set forth in the accompanying Notice of Annual and Special Meeting of Shareholders (the “Notice”). It is expected that the solicitation of proxies will be primarily by mail. Proxies may also be solicited personally or by telephone by officers and directors and other representatives of the Corporation. The cost of solicitation by or on behalf of Management will be borne by the Corporation.

Any reference in this document to “the Corporation’s shareholders”, “shareholders”, “you” or “your” refers to shareholders of the Corporation. Any reference to “we”, “us”, “our”, the “Corporation” or “Discovery Air” refers to Discovery Air Inc. Any reference to “Management” refers to the management of the Corporation. Any reference to “director” or “directors”, unless specified otherwise, refers to a director or the directors of the Corporation.

### PRINCIPAL HOLDERS OF VOTING SECURITIES, RECORD DATE AND QUORUM

#### *Principal Holders of Voting Securities*

As of the date of this Circular, there are 79,286,721 Class A Shares and 2,710,754 Class B Shares issued and outstanding. Subject to the voting restrictions and adjustments outlined below under “Restrictions on Voting of Shares”, each such Common Share carries the right to one vote.

To the best of the knowledge of the Corporation, no person beneficially owns or controls or directs, directly or indirectly, greater than 10% of the outstanding Common Shares of the Corporation, other than Clairvest Group Inc. (“Clairvest”) and/or certain of Clairvest’s affiliates and/or investors in certain of Clairvest’s funds (collectively with Clairvest, the “Clairvest Parties”), who, to the best of the knowledge of the Corporation, own, control or direct, directly or indirectly, 64,539,293 Class A Shares and 1,883,313 Class B Shares (representing approximately 81% of all issued and outstanding Common Shares).

#### *Record Date*

The board of directors of the Corporation (the “Board”) has fixed June 23, 2016 as the record date (the “Record Date”) for determining the holders of Common Shares entitled to receive notice of and to vote at the Meeting. A person shown as a shareholder in the Corporation’s records on the Record Date is entitled to vote the Common Shares registered in his, her or its name on the Record Date, except to the extent that the person has transferred the ownership of any of his, her or its Common Shares after the Record Date and the recipient transferee of those Common Shares produces properly endorsed share certificates or otherwise establishes that he, she or it owns such Common Shares and demands, not later than 10 days before the Meeting, that his, her or its name be included in the list of shareholders entitled to receive notice of the Meeting, in which event the transferee shall be entitled to vote such Common Shares at the Meeting.

### *Quorum*

A quorum is present at the Meeting if holders of at least one per cent (1%) of the Common Shares are present in person or represented by proxy. If a quorum is present at the opening of the Meeting, shareholders present may proceed with the business of the Meeting even if a quorum is not present throughout the Meeting. If a quorum is not present at the opening of the Meeting, shareholders present may adjourn the Meeting to a fixed time and place but may not transact any other business.

## **PROXIES**

### *Persons Making the Solicitation*

**This solicitation is made by or on behalf of Management.** In addition to the solicitation of proxies by the mailing of this Circular, directors, officers and employees of the Corporation may solicit proxies personally, by telephone or by other means of communication. All costs of the solicitation made by or on behalf of the Management, including any costs incurred in the preparation and mailing of the form of proxy (the “**Management Proxy**”) accompanying this Circular, the Notice and this Circular will be borne by the Corporation.

### *Appointment of Proxies*

Those shareholders who desire to be represented at the Meeting by proxy must ensure that their proxies are received by Computershare Investor Services Inc. either electronically or at the address shown on the enclosed envelope by no later than 9:00 AM Eastern Time on July 27, 2016. Proxies must be executed by the shareholder or his, her or its attorney authorized in writing, and, if the shareholder is a corporation, under its corporate seal or by an authorized officer or attorney thereof.

**The persons named as proxy holders in the enclosed Management Proxy are directors or officers of the Corporation. You have the right to appoint another person (who need not be a shareholder) to represent you at the Meeting. To do so, insert the name of that person in the space provided in the Management Proxy and strike out the other names, or complete and submit another appropriate form of proxy, and in either case deposit such proxy with the Corporation at the place and within the time specified below for the deposit of proxies.** Please read and follow the instructions provided on the Management Proxy or voting instruction form to submit your completed proxy.

### *Revocability of Proxy*

You may revoke a submitted proxy at any time prior to its use. In addition to revoking your proxy in any other manner permitted by law, you may revoke your proxy by instrument in writing executed by you or your authorized attorney and, if the Shareholder is a corporation, under its corporate seal or by an authorized officer or attorney thereof, and deposited either at the Corporation’s office located at 170 Attwell Drive, Suite 370, Toronto, Ontario, M9W 5Z5 (Attention: Corporate Secretary) at any time up to and including the last business day before the Meeting, or with the Chair of the Meeting prior to the commencement of the Meeting. If you are a non-registered shareholder, please contact your Intermediary (as defined below under “Beneficial Holders of Securities”) for instructions on how to revoke your voting instructions.

### *Exercise of Discretion by Proxy*

The persons named in the Management Proxy must vote or withhold from voting your Common Shares in accordance with your instructions on the Management Proxy. **If you appoint a director or officer named in the Management Proxy as your proxy holder and you do not provide instructions in your Management Proxy, the persons named in the Management Proxy will vote your Common Shares FOR the matters to be acted on at the Meeting. The persons named in a Management Proxy will have discretionary authority with respect to any amendments or variations of those matters or any other matters properly brought before the Meeting and the persons named in a Management Proxy will vote on such matters in accordance with their best judgment.** As of the date hereof, Management is not aware of any amendment or variation to the matters to be acted upon at the Meeting or any other matter to be brought before the Meeting.

Shareholders registered on the records of the Corporation who plan to attend the Meeting and wish to vote their Common Shares in person at the Meeting should not complete or return any form of proxy as their votes will be taken and counted at the Meeting. Such shareholders are to register with the scrutineer upon their arrival at the Meeting.

Beneficial Shareholders (as defined below) should review the section titled “Beneficial Holders of Securities.”

*Declaration*

You must complete the declaration regarding whether or not the Common Shares you own or represent are owned or controlled by a “Canadian” for purposes of the Corporation’s voting control restrictions. This declaration is included on your Management Proxy or voter instruction form. The definition of “Canadian” can be found below under “Restrictions on Voting of Shares”.

**BENEFICIAL HOLDERS OF SECURITIES**

**The information in this section is applicable to shareholders who do not hold their Common Shares in their own names but who hold their Common Shares through “Intermediaries” (i.e. banks, trust companies, securities brokers, clearing agencies, trustees or other nominees). If shares are listed in an account statement provided to you by a broker, bank or other intermediary, then in almost all cases those shares will not be registered in your name on the records of the Corporation. Shareholders who do not hold their Common Shares in their own names are referred to in this document as a “Beneficial Shareholder.”**

Common Shares held in the name of Intermediaries can only be voted upon the instructions of the Beneficial Shareholders. Without specific instructions, Intermediaries are prohibited from voting Common Shares on behalf of Beneficial Shareholders.

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of the Meeting. Every Intermediary has its own procedures which should be carefully followed by a Beneficial Shareholder in order to ensure that their Common Shares are voted at the Meeting. If you are a Beneficial Shareholder, please contact your Intermediary for instructions in this regard.

Beneficial Shareholders should note that only proxies deposited by shareholders whose names appear on the records of the Corporation as the registered holders of the Common Shares can be recognized and acted upon at the Meeting.

A Beneficial Shareholder will have received from an Intermediary a request for voting instructions that is similar to the Management Proxy provided to registered shareholders; however, the purpose of the proxy is limited to instructing the Intermediary how to vote on behalf of the Beneficial Shareholder. **A BENEFICIAL SHAREHOLDER THAT RECEIVES A VOTING INSTRUCTION FORM FROM AN INTERMEDIARY CANNOT USE THE VOTING INSTRUCTION FORM TO VOTE THEIR COMMON SHARES DIRECTLY AT THE MEETING. The voting instruction form must be returned to the Intermediary well in advance of the Meeting in order to have the shares voted.**

**A Beneficial Shareholder who wishes to vote in person at the Meeting or have its nominee vote in person at the Meeting may need to provide the Intermediary with documentation in addition to the voting instruction form in order to be appointed as proxy holder. If you are a Beneficial Shareholder, you should contact your Intermediary to determine what documentation the Intermediary needs from you in order for you, or someone else appointed by you, to vote your Common Shares at the Meeting. AS A BENEFICIAL SHAREHOLDER, YOU OR YOUR NOMINEE CANNOT VOTE YOUR COMMON SHARES DIRECTLY AT THE MEETING UNLESS YOUR INTERMEDIARY HAS APPOINTED YOU OR YOUR NOMINEE AS A PROXYHOLDER.**

## RESTRICTIONS ON VOTING OF SHARES

The *Canada Transportation Act* (“CTA”) requires a holder of a license to operate a domestic air service to be Canadian within the meaning of the CTA. For this purpose, “Canadian” has the meaning set forth in Subsection 55(1) of the CTA, which may be summarized as follows:

- (a) a Canadian citizen or a permanent resident within the meaning of the *Immigration and Refugee Protection Act* (Canada);
- (b) a government in Canada or an agent thereof; and
- (c) a corporation or other entity that is incorporated or formed under the laws of Canada or a province, that is controlled in fact by Canadians (as defined in paragraph (a)) and of which at least 75% (or such lesser percentage as the Governor in Council may by regulation specify) of the voting interests are owned and controlled by Canadians (as defined in paragraph (a)).

The Corporation’s Articles of Continuance (as amended) contain foreign voting control restrictions designed to ensure that the Corporation maintains its Canadian status under the CTA.

Specifically, Class A Shares may be beneficially owned and controlled, directly or indirectly, only by persons who are Canadians, and Class B Shares may be beneficially owned or controlled, directly or indirectly, only by persons who are not Canadians.

Further, each issued and outstanding Class A Share will be converted into one Class B Share, automatically and without any further act of the Corporation or the holder, if such Class A Share is or becomes beneficially owned or controlled, directly or indirectly, by a person who is not a Canadian. Each issued and outstanding Class B Share will be automatically converted into one Class A Share without any further act on the part of the Corporation or of the holder, if such Class B Share is or becomes beneficially owned and controlled, directly or indirectly, by a Canadian.

The Class B Shares carry one vote per share, unless (i) the number of issued and outstanding Class B Shares exceeds 25% (or such other percentage as the Governor in Council may by regulation specify) of the total of all issued and outstanding Common Shares; or (ii) the total number of votes cast by holders of Class B Shares at any meeting of shareholders of the Corporation exceeds 25% (or such other percentage as the Governor in Council may by regulation specify) of the total number of votes that may be cast at such meeting.

If either of the above two thresholds is met at any time, the votes attached to the Class B Shares will decrease automatically to equal the maximum vote per Class B Share to ensure that the Class B Shares as a class do not carry more than 25% (or such other percentage as the Governor in Council may by regulation specify) of the aggregate votes attached to Common Shares, or the votes that can be cast at the meeting, as applicable.

To the best of Management’s knowledge, neither of the above thresholds has been met and therefore, to the best of Management’s knowledge, the votes attached to the Class B Shares will not be decreased for the purposes of the Meeting.

In the event that an offer is made to purchase Class A Shares (the “Offer”), and the Offer is one which is required, pursuant to applicable securities legislation or the rules of a stock exchange on which the Class A Shares are then listed, to be made to all or substantially all of the holders of Class A Shares in a province of Canada to which the requirement applies, each Class B Share will become convertible at the option of the holder into one Class A Share at any time while the Offer is in effect until one day after the time prescribed or permitted by applicable securities legislation for the offeror to take up and pay for such shares as are to be acquired pursuant to the Offer. Such conversion may be exercised only for the purpose of depositing the resulting Class A Shares pursuant to the Offer and the voting rights attached thereto are deemed to remain subject to the restrictions applicable to the Class B Shares, notwithstanding their conversion. In the event that any Class B Shares converted into Class A Shares are not taken up and paid for pursuant to the Offer, the Class A Shares resulting from such conversion will be re-converted into Class B Shares. The above conversion rights apply, *mutatis mutandis*, if an offer is made to purchase Class B Shares and the offer is one which is required, pursuant to applicable securities legislation or the

rules of a stock exchange on which the Class B Shares are then listed, to be made to substantially all of the holders of Class B Shares. Further details are contained in the Corporation's Articles of Continuance (as amended).

The Corporation's Articles of Continuance (as amended) also grant to the Board all powers necessary to give effect to the ownership restrictions. The Corporation may adopt various procedures and policies with respect to the transfer of Common Shares of the Corporation to ensure that the 25% limitation (or such higher percentage as the Governor in Council may by regulation specify) on non-Canadian voting of Class B Shares is complied with. In addition, the Corporation may adopt policies and procedures to monitor the number of Common Shares owned by Canadians to ensure that the provisions of the CTA are complied with. To that end, the Corporation currently requires all shareholders to declare whether or not they are Canadian before each meeting of shareholders in order to make any appropriate conversion of Class A Shares to Class B Shares if a shareholder is no longer Canadian and vice versa if a shareholder becomes a Canadian within the meaning of the CTA.

In March 2009, the Government of Canada's Bill C-10, the *Budget Implementation Act, 2009*, received Royal Assent. Bill C-10 contains provisions that would amend the CTA to allow the Governor in Council to increase the foreign ownership limit contained in the CTA from the current 25% to a maximum of 49%. These provisions will come into force on a day to be fixed by order of the Governor in Council made on the recommendation of the Minister of Transport.

## **SECTION II: MATTERS TO BE ACTED UPON AT THE MEETING**

The Meeting is being called to address the following matters. As of the date hereof, Management is not aware of any amendment or variation to the matters to be acted upon at the Meeting or any other matter to be brought before the Meeting.

### **FINANCIAL STATEMENTS**

The audited consolidated financial statements of the Corporation for the fiscal year ended January 31, 2016 and the auditor's report thereon are available on SEDAR at [www.sedar.com](http://www.sedar.com). Shareholders and proxy holders will have an opportunity to review and discuss the financial statements with Management at the Meeting.

### **ELECTION OF DIRECTORS**

Management's nominees for election as directors are set out below. If elected, each director will serve until the earlier of the Corporation's next annual meeting of shareholders or until the director otherwise ceases to hold office pursuant to the provisions of the *Canada Business Corporations Act*.

Pursuant to the Corporation's Articles of Amendment, the Corporation is authorized to have between one and 15 directors. In accordance with the Corporation's by-laws, the Board has determined that seven directors will be elected at the Meeting.

The Management Proxy permits you to vote in favour of all of the Board's nominees, to vote in favour of some nominees and to withhold votes for other nominees, or to withhold votes for all nominees. Unless contrary instructions are indicated on the form of proxy or the voting instruction form, the persons designated in the accompanying form of proxy or voting instruction form intend to vote FOR the election of all of the Board's nominees as directors.

#### *Nominees for Election as Directors*

The table below sets out information about the persons proposed to be nominated for election as directors at the Meeting. The information as to shares beneficially owned, directly or indirectly, or over which control or direction was exercised as set forth in the table below, has been furnished by the respective proposed nominees individually.

Each of Kenneth B. Rotman, G. John Krediet and Adrian Pasricha are being nominated in accordance with the terms of the shareholders' agreement dated September 23, 2011 (the "Shareholders Agreement") among the Corporation, the holders of the \$70,000,005 principal amount of secured convertible

debentures issued by the Corporation on September 23, 2011 (the “Secured Debentures”) and certain current and former management shareholders. Among other things, the Shareholders Agreement provides the holders of the Secured Debentures with the right to nominate up to three (3) directors for election or appointment to the Board.

NAME	INFORMATION ABOUT NOMINEE	HOLDINGS <sup>(1), (2), (3), (4)</sup>
<p><b>ALAIN S. BENEDETTI</b>, FCPA, FCA Saint Anne des lacs, Quebec, Canada Director since June 26, 2014 Chair of the Audit Committee Principal Occupation: Corporate Director</p>	<p>Alain Benedetti is the retired Vice-Chairman of Ernst &amp; Young LLP, where he worked for 34 years, most recently as the Canadian area managing partner, overseeing all Canadian operations. Prior thereto, he was the managing partner for eastern Canada and the Montreal office.</p> <p>Mr. Benedetti currently serves as a director of Russell Metals Inc., and Dorel Industries Inc. He currently chairs the audit committee of Dorel Industries.</p> <p>Mr. Benedetti is past chair of the Canadian Institute of Chartered Accountants (2006-2008). He was awarded the Fellowship of Chartered Accountants (FCA) designation in Quebec in 1996 and in Ontario in 1998. He was also certified as a corporate director by the Institute of Corporate Directors (ICD.D) in 2005.</p>	<p>Common Shares: nil Deferred Share Units: 326,839 Options &amp; Warrants: nil Secured Debentures: nil Unsecured Debentures: nil</p>
<p><b>MICHAEL M. GRASTY</b> Santiago, Chile Director since July 8, 2013 Chair of the Human Resources Committee and Member of the Audit Committee Principal Occupation: Senior partner at the law firm of Grasty Quintana Majlis &amp; Cia.</p>	<p>Michael Grasty is a senior lawyer and businessman based in South America. He founded the law firm of Grasty Quintana Majlis &amp; Cia in 1987 and is currently its Senior Partner.</p> <p>Principal Occupation: Lawyer at Grasty Quintana Majlis &amp; Cia.</p> <p>Mr. Grasty acts as director of Technolab Corp. and general representative of numerous foreign companies doing business in Chile including the Oracle Corporation, Tyco International Ltd., Harsco Corporation, Telefonaktiebolaget LM Ericsson, Lowe International, and Nike, Inc., amongst others. He also participates as a director of local Chilean companies such as Inversiones Corso S.A., David del Curto S.A., Bantattersall S.A. and Deportes Sparta and Tattersall Leasing S.A.</p>	<p>Common Shares: nil Deferred Share Units: 76,668 Options &amp; Warrants: nil Secured Debentures: nil Unsecured Debentures: nil</p>
<p><b>G. JOHN KREDIET</b> Delfstrahuizen, Netherlands Director since October 14, 2011 Member of the Human Resources Committee Principal Occupation: Chairman of C.F. Capital Management LLC</p>	<p>Since 1987, Mr. Krediet has been the Chairman of C.F. Capital Management LLC.</p> <p>Mr. Krediet also serves as a director of Clairvest Group Inc. (since 2004), and the Chairman of Can-Eng Partners Ltd. and Can-Eng Furnaces International Ltd. (since 2007).</p> <p>Mr. Krediet was previously the Chairman of DS Waters (2005 to 2012) and TB Wood’s, Incorporated (2006 to 2007), the Chairman and CEO of Sparkling Spring Water Holdings Ltd. (1993 to 2003), the Chairman and CEO of independent Pepsi bottling companies named Maritime Beverages and EastCan Beverages (1986 to 1992). Prior to 1986, Mr. Krediet worked in roles in Europe and the U.S.A. at GE Credit Corp., Citibank and Amro Bank.</p>	<p>Common Shares: 1,883,313 Deferred Share Units: 7,201 Options &amp; Warrants: nil Secured Debentures: \$2,000,002 Unsecured Debentures: nil</p>

NAME	INFORMATION ABOUT NOMINEE	HOLDINGS <sup>(1), (2), (3), (4)</sup>
<p><b>ADMIRAL MICHAEL G. MULLEN, USN (RET.)</b> Annapolis, Maryland, U.S.A. Director since May 9, 2014 Principal Occupation: President and CEO of MGM Consulting, LLC</p>	<p>Admiral Mullen served as the 17th Chairman of the Joint Chiefs of Staff of the United States of America (2007-2011). He was the principal military advisor to President George W. Bush and President Barack Obama.</p> <p>Admiral Mullen graduated from the U.S. Naval Academy in 1968. He commanded at every level in the Navy. His final four-star command was in Europe for NATO. His fleet experience culminated in his assignment as the Navy's highest ranking officer, the 28th Chief of Naval Operations (2005-2007).</p> <p>Admiral Mullen earned a Masters of Science degree in Operations Research from the Naval Postgraduate School and completed the Advanced Management Program at the Harvard Business School.</p> <p>Admiral Mullen currently serves as a director of General Motors and Sprint. He is a member of the Risk (Chair) and Audit Committees at General Motors. He is a member of the Compensation Committee at Sprint. He is also an adjunct Professor at Princeton University.</p>	<p>Common Shares: nil Deferred Share Units: nil Options &amp; Warrants: nil Secured Debentures: nil Unsecured Debentures: nil</p>
<p><b>ADRIAN PASRICHA</b> Toronto, Ontario, Canada Director since June 26, 2014 Principal Occupation: Principal at Clairvest Group Inc.</p>	<p>Mr. Pasricha joined Clairvest in 2010 and participates in all areas of the investment process. Prior to joining Clairvest, he worked in the energy group of Warburg Pincus LLC, a venture capital firm based in New York. Mr. Pasricha also previously worked at the Boston Consulting Group in New York and IB Partners, a boutique investment bank based in Santiago, Chile.</p> <p>Mr. Pasricha also serves on the board of County Waste of Virginia, LLC</p>	<p>Common Shares: nil Deferred Share Units: nil Options &amp; Warrants: nil Secured Debentures: nil Unsecured Debentures: nil</p>
<p><b>ROD PHILLIPS</b> Toronto, Ontario, Canada Director since June 26, 2014 Lead Director since July 3, 2014 Member of the Audit Committee Principal Occupation: Corporate Director</p>	<p>Mr. Phillips is the Global Head of Client Services and Country Lead for Canada at Afiniti and Chair of the Board of Directors of Postmedia Network Canada Corp. and its subsidiary Postmedia.</p> <p>Mr. Phillips is a director of DATA Group Ltd. and a member of its Human Resources and Governance Committees. He is also a director of INFOR Acquisition Corp. and is a member of its Audit Committee.</p> <p>From 2011 to 2014 Mr. Phillips was President and Chief Executive Officer of the Ontario Lottery and Gaming Corporation (OLG). Prior to leading OLG, Mr. Phillips was President and Chief Executive Officer of Shepell.fgi.</p> <p>Mr. Phillips serves as Chair of the Board of the Greater Toronto Civic Action Alliance and Telus Toronto Community Board, as well as a member of the board of the Toronto International Film Festival.</p> <p>Before joining Shepell.fgi, Mr. Phillips was Chief of Staff to Mayor Mel Lastman during his first term as the leader of the newly amalgamated City of Toronto from 1997 to 2000.</p>	<p>Common Shares: nil Deferred Share Units: nil Options &amp; Warrants: nil Secured Debentures: nil Unsecured Debentures: nil</p>
<p><b>KENNETH B. ROTMAN</b> <sup>(5)</sup> Toronto, Ontario, Canada Director since October 14, 2011 Chairman of the Board since July 3, 2014 Member of the Human Resources Committee Principal Occupation: Co-CEO, Managing Director and a director of Clairvest Group Inc.</p>	<p>Mr. Rotman joined Clairvest Group Inc. in 1993 and has been the Co-CEO, Managing Director and a director of Clairvest since June 2000.</p> <p>Mr. Rotman also serves as a director of Light Tower Rentals, Momentum Aerospace Group and Wellington Financial. He is one of the founders of Wellington Financial and has been its Chairman since 2000. He has also previously been a director of a number of public and private companies such as PEER 1 Network Enterprises, Hudson Valley Waste Holding, Van-Rob and Shepell-fgi.</p> <p>Mr. Rotman is also a board member of the University Health Network since 2008 and Honest Reporting Canada since 2003, both of which are non- profit organizations.</p>	<p>Common Shares: 64,539,293 Deferred Share Units: 124,857 Options &amp; Warrants: nil Secured Debentures: \$68,000,003 Unsecured Debentures: nil</p>

Notes:

- (1) Holdings reflect the number (or, in the case of debentures, the principal amount) of securities beneficially owned, or controlled or directed, directly or indirectly, by the proposed director.
- (2) “**Unsecured Debentures**” refers to the \$34.5 million principal amount of 8.375% convertible unsecured subordinated debentures issued by the Corporation in May 2011 and which are listed on the TSX under the symbol DA.DB.A.
- (3) Secured Debenture holdings are stated by reference to their original principal amount (excluding accrued interest).
- (4) Neither the Secured Debentures nor the Unsecured Debentures carry the right to vote on any matter before the Meeting.
- (5) Mr. Rotman served as a director of NRI Industries Inc. when, on September 6, 2006, it and two of its subsidiaries (collectively, “**NRI**”) filed for protection under *Companies’ Creditors Arrangement Act* (“**CCAA**”). On April 27, 2007, NRI filed assignments into bankruptcy. He also served as a director of Integral Orthopedics Inc. (“**IOI**”) until July 18, 2008 when a receiver was appointed under the *Bankruptcy and Insolvency Act* to sell the assets of IOI. Mr. Rotman served as a director of Nexient Learning Inc. (“**Nexient**”) until June 5, 2009; on June 29, 2009, Nexient applied for creditor protection under the CCAA. Finally, Mr. Rotman served as a director of Landauer Metropolitan Inc. and Landauer Healthcare Holdings, Inc. when on August 16, 2013 each of these companies filed for bankruptcy protection under Chapter 11 of the US Bankruptcy Code.

### ***Material Interests of Directors in the Corporation***

Kenneth B. Rotman is a director, the Co-CEO and Managing Director of Clairvest. Mr. Rotman controls approximately 50% of Clairvest’s voting shares. G. John Krediet is also a director of Clairvest, and Mr. Pasricha is a principal at Clairvest.

The Clairvest Parties currently own or exercise control or direction over, directly or indirectly, 66,422,606 Common Shares, representing 81% of the votes attaching to all of the Common Shares issued and outstanding. Therefore, the Clairvest Parties have the ability to determine any matter coming before a vote of the Corporation’s shareholders, and the Clairvest Parties alone may cause or prevent the approval of certain matters requiring shareholder approval, including the election of directors.

The Clairvest Parties may also be able to effect certain fundamental changes to the Corporation in accordance with the *Canada Business Corporations Act* because they would be able to, on their own, meet the applicable 66 <sup>2</sup>/<sub>3</sub>% voting threshold for shareholder approval to effect such changes. The interests of the Corporation’s shareholders may not align with the interests of the Clairvest Parties. In addition, in exercising their voting rights with respect to the Common Shares controlled by them, the Clairvest Parties do not owe a fiduciary duty to other Shareholders or the Corporation. Additionally, votes in respect of the Common Shares may be significantly influenced by a small group of shareholders, including in the context of “majority of the minority” approvals for certain related party transactions.

Furthermore, certain of the Clairvest Parties currently own or exercise control or direction over, directly or indirectly, the Secured Debentures, effectively giving the Clairvest Parties the ability to exercise control or direction over the rights attaching to all of the Secured Debentures.

Mr. Krediet personally holds approximately \$2 million original principal amount of Secured Debentures and 1,883,313 Class B Shares.

The Secured Debentures are convertible, in certain circumstances, into a total of 8,814,148 Common Shares (originally 9,333,334 Common Shares and reduced for subsequent payments).

Additionally, the Corporation entered into a certain Letter Agreement dated September 23, 2011 with Clairvest whereby the Corporation has retained Clairvest for the purpose of providing certain advisory services (the “**Letter Agreement**”). The annual retainer payable to Clairvest for such services is equal to \$250,000. The Letter Agreement contemplates a term of up to 10 years, subject to earlier termination if (i) the Clairvest Parties collectively hold less than 10% of the Common Shares (on a fully-diluted and converted basis), or (ii) after September 23, 2013, the Corporation elects to terminate the Letter Agreement upon meeting certain conditions.

Finally, on March 30, 2016, the Corporation entered into a credit agreement with certain Clairvest Parties (the “**Clairvest Loan**”), providing for a revolving credit facility in the aggregate principal amount of \$12 million, \$2 million of which will be subject to the prior consent of certain Clairvest Parties. All borrowings under the Clairvest Loan bear interest at a rate of 12% per annum payable on a monthly basis, mature on December 31, 2016 and are secured. The Corporation may repay and re-borrow the principal under the Clairvest Loan on customary conditions. Proceeds from the Clairvest Loan will be used to finance aircraft upgrades in support of certain growth initiatives and for business development activities

at certain subsidiaries. The Corporation filed a Material Change Report in connection with the Clairvest Loan together with a copy of the credit agreement on March 30, 2016, copies of which are available on SEDAR at [www.sedar.com](http://www.sedar.com).

### ***Majority Voting for Directors***

The Board has adopted a “Majority Voting Policy”. The policy states that if a nominee for election as a director of the Corporation fails to receive at least a majority (50% + 1 vote) of the votes cast in respect of his or her election in his or her favour, he or she shall be considered not to enjoy the confidence of the shareholders, even though he or she may have been duly elected as a matter of corporate law. In such circumstances, the director is required to forthwith submit to the Board his or her resignation as a director of the Corporation, to take effect upon acceptance by the Board. The Board must determine whether or not to accept the resignation within 90 days after the date of the relevant shareholders’ meeting and accept the resignation absent exceptional circumstances.

Subject to any corporate law restrictions, the Board may (i) leave any resulting vacancy unfilled until the next annual general meeting, (ii) fill the vacancy through the appointment of a new director whom the Board considers to merit the confidence of the shareholders, or (iii) call a special meeting of the shareholders at which there will be presented a slate to fill the vacant position or positions.

This policy does not apply to contested meetings. A contested meeting is a meeting at which the number of directors nominated for election is greater than the number of seats available on the Board.

### **APPOINTMENT OF AUDITOR**

The Board unanimously recommends that shareholders vote FOR the re-appointment of KPMG LLP as the Corporation’s auditors, to hold office until the next annual meeting of shareholders. KPMG LLP has been the accountant, and later the auditor, of the Corporation since its incorporation in November 2004.

The Board proposes that the shareholders authorize the directors to fix the remuneration of the auditor. In the past, the directors have fixed the remuneration of the auditor of the Corporation. Such remuneration has been based upon the complexity of the matters dealt with and time spent by the auditor in providing services to the Corporation. The Board and Management feel that the remuneration negotiated in the past with the auditor of the Corporation has been reasonable under the circumstances and would be comparable to fees charged by another auditor providing similar services.

**Unless contrary instructions are indicated on the form of proxy or the voting instruction form, the persons designated in the accompanying form of proxy or voting instruction form intend to vote FOR the resolution to re-appoint KPMG LLP as the Corporation’s auditor and authorize the directors to fix the auditor’s remuneration.**

### **APPROVAL OF UNALLOCATED OPTIONS UNDER THE 2013 STOCK OPTION PLAN**

The 2013 Stock Option Plan (the “**2013 Plan**”) is described under the heading “Compensation Discussion & Analysis - Design Element III - Stock Option and Other Long-Term Incentive Arrangements - 2013 Stock Option Plan”. Pursuant to the 2013 Plan, options to purchase Common Shares may be granted by the Board to directors, officers and employees of the Corporation and its subsidiaries.

The 2013 Plan is an “evergreen” plan that provides that the maximum aggregate number of Common Shares which may be issuable at any time under all security based compensation arrangements of the Corporation (including any security-based compensation arrangements of the Corporation in place from time to time) is 10% (on a non-diluted basis) of the Common Shares outstanding from time to time (assuming the conversion of all of the Secured Debentures). As a result, any increase in the number of issued and outstanding Common Shares and any exercises of options (whether under the 2013 Plan or other security-based compensation arrangements) will result in an increase in the number of Common Shares available for issuance under the 2013 Plan, effectively “re-loading” the number of options available for grant under the 2013 Plan.

In accordance with the requirements of the Toronto Stock Exchange (the “**TSX**”), every three years after institution, all unallocated options, rights or other entitlements with respect to treasury issuances under a

security based compensation arrangement which does not have a fixed maximum aggregate of securities issuable must be approved by: (i) the Board; and (ii) a majority of the issuer's security holders. The Board approved all unallocated options, rights or other entitlements available under the 2013 Plan on April 27, 2016. The 2013 Plan and unallocated options were last approved by shareholders at the annual and special meeting on June 11, 2013. As the three year term prescribed by the TSX has expired, an ordinary resolution (the "**Option Plan Resolution**") will be placed before shareholders to approve the unallocated options.

If at the Meeting, the shareholders of the Corporation do not approve all unallocated options, rights or other entitlements with respect to treasury issuances available under the 2013 Plan, all currently outstanding options will be unaffected, however all options which have not been allocated as of June 10, 2016 and any outstanding options that are thereafter cancelled or expire will not be available for re-grant until such time as shareholder approval is obtained.

At the Meeting, shareholders will be asked to consider and, if deemed advisable, to approve, with or without variation, the Option Plan Resolution to approve the unallocated options, rights or other entitlements with respect to treasury issuances under the 2013 Plan and the grant of options until July 29, 2019, which is the date that is three years from the date of the Meeting. A copy of the Option Plan Resolution is attached as Schedule "A" and a copy of the 2013 Plan is provided as Appendix I to Schedule "A". To be effective, the Option Plan Resolution must be approved by more than 50% of the votes cast in person or by proxy at the Meeting.

### **OTHER MATTERS**

The Meeting may transact such further other business as may properly come before the Meeting or any adjournment thereof.

## **SECTION III: CORPORATE GOVERNANCE**

### **BOARD PRACTICES AND STRUCTURES**

#### ***Meetings***

The Board holds quarterly, scheduled meetings throughout the fiscal year and, in addition thereto, holds a number of other in-person and telephone meetings to deal with specific issues as they arise. The Board and each committee of the Board regularly (although not always) holds *in-camera* meetings at which members of Management are not in attendance, except, on occasion, the Corporate Secretary who remains in the meeting at the request of the meeting chair. During the last fiscal year, the Board held seven *in-camera* meetings, the Audit Committee held four *in-camera* meetings and the Human Resources Committee held one *in-camera* meeting.

#### ***Composition of the Board and Independence***

According to the Corporation's Articles of Continuance (as amended) and by-laws, the Board must be comprised of between one and 15 directors and the Board fixes the number of directors within that range. The Board has fixed the size of the Board at seven and proposes to nominate seven persons for election as directors at the Meeting.

The Board has determined that five of the seven proposed directors are "independent" for the purposes of the Canadian Securities Administrators' National Policy 58-201 – Corporate Governance Guidelines ("NP 58-201").

In addition to being directors of the Corporation, several of the directors proposed for election at the Meeting sit on the boards of other reporting issuers. G. John Krediet and Kenneth B. Rotman are both directors of Clairvest; Rod Phillips is a director of Postmedia Network Canada Corp., DATA Group Ltd. and INFOR Acquisition Corp.; Alain Benedetti is a director of Dorel Industries Inc. and Russell Metals Inc. and Admiral Michael G. Mullen is a director of General Motors Co. and Sprint Corporation.

Kenneth B. Rotman, the Chair of the Board, is not independent. The role and responsibilities of the Chair of the Board are set out in the Position Description for the Chair of the Board, which can be found on the Corporation’s website located at [www.discoveryair.com](http://www.discoveryair.com).

Rod Phillips, who is independent, serves as Lead Director for the Corporation. The role and responsibilities of the Lead Director are set out in the Position Description for the Lead Director, which can be found on the Corporation’s website located at [www.discoveryair.com](http://www.discoveryair.com).

INDEPENDENCE STATUS OF DIRECTOR NOMINEES				
NAME	MANAGEMENT	INDEPENDENT	NOT INDEPENDENT	REASON FOR NON-INDEPENDENT STATUS
Alain S. Benedetti		✓		
Michael M. Grasty		✓		
G. John Krediet		✓		
Michael G. Mullen		✓		
Adrian Pasricha			✓	Merchant banking agreement and reporting relationship to Kenneth B. Rotman at Clairvest
Rod Phillips		✓		
Kenneth B. Rotman			✓	Merchant banking agreement and the ability to exercise control or direction over all of the Secured Debentures

### ***Non-Independent Directors***

In addition to being a director of Clairvest, Mr. Rotman is also Clairvest’s Co-CEO and Managing Director. Due to certain advisory services provided by Clairvest to the Corporation in exchange for compensation, Mr. Rotman is deemed by section 1.5 of *National Instrument 52-110 – Audit Committees* (“**NI 52-110**”) not to be independent for purposes of Audit Committee membership. The Board has also determined that Mr. Rotman has a “material relationship” (as that term is defined in NI 52-110) with the Corporation by virtue of his position as Co-CEO of Clairvest and the Clairvest Parties’ ability to exercise control or direction over all of the Secured Debentures. Furthermore, the Clairvest Parties, by virtue of their equity interest in the Corporation, have the ability to exercise control or direction, directly or indirectly, over the votes attaching to approximately 81% of the issued and outstanding Common Shares.

The Board has also determined that Mr. Pasricha is not independent by reason of his employment with Clairvest (in which capacity he ultimately reports to Mr. Rotman) and the advisory services provided by Clairvest to the Corporation in exchange for compensation.

### ***Independent Directors***

In determining that five of the directors proposed for election are independent, the Board decided that each such director has no material relationship with the Corporation, either directly or as a partner, shareholder or officer of an organization that has a relationship with the Corporation, and that each director did not receive any consulting, advisory or other compensatory fees from the Corporation, except in his capacity as a member of the Board or a committee of the Board. In addition, in determining independence, the Board found that (i) no director has been an employee (and no immediate family member of the director has been an executive officer of the Corporation within the past three years), (ii) each director has not received (and no immediate family member of the director has received) more than \$75,000 per year in direct compensation from the Corporation, other than director and committee fees and other forms of deferred compensation for prior service, in any of the past three years, and (iii) each director is not a current partner or employee of KPMG LLP, the Corporation’s external auditor, and within the past three years has not been a partner or employee of KPMG LLP (and no immediate family member of a director is a current partner or employee of KPMG LLP who participates in that firm’s audit,

assurance or tax compliance practice or within the past three years was a partner or employee of KPMG LLP who personally worked on the Corporation's audit).

In order to assist the Board in making its determination with respect to the independence of its members, each director is asked annually to disclose any direct or indirect business relationships or interests in transactions between such director and the Corporation or any of its subsidiaries. This information is further supplemented by internal inquiries that are conducted concerning the details of any business relationships or transactions that may exist between the Corporation and other corporations or organizations in which our directors have a direct or indirect interest. This information is reviewed by the Board at least annually as well as on an on-going basis as appropriate in light of applicable factual circumstances in order to permit the Board to make its independence determinations.

In addition, either the Board or one of its committees regularly reviews a summary of the equity holdings of the insiders of the Corporation, which includes the holdings of each director.

Finally, each year, all directors certify their compliance with the Corporation's Code of Conduct, which includes a requirement for the directors to declare any material relationships and any actual or potential conflict of interest.

***Interlocking Directorships***

Kenneth B. Rotman and G. John Krediet are both directors of the Corporation and directors of Clairvest.

***Board and Committee Attendance***

The following numbers of Board and committee meetings were held during the fiscal year 2016:

Board of Directors.....	7
Audit Committee.....	4
Human Resources Committee.....	1

For fiscal 2016, the following table sets out: (i) the number of Board meetings attended by each person who was a director during the period; and (ii) the number of Board committee meetings attended by each member of the respective Board committees.

NAME	NUMBER OF MEETINGS ATTENDED			PERCENTAGE
	BOARD (7 MEETINGS)	AUDIT COMMITTEE (4 MEETINGS)	HUMAN RESOURCES COMMITTEE (1 MEETING)	
Alain Benedetti	7 of 7	4 of 4		100%
Michael M. Grasty	7 of 7	4 of 4	1 of 1	100%
G. John Krediet	7 of 7		1 of 1	100%
Michael G. Mullen	7 of 7			100%
Adrian Pasricha	7 of 7			100%
Rod Phillips	7 of 7	4 of 4		100%
Kenneth B. Rotman	7 of 7		1 of 1	100%

***Diversity Policy***

The Corporation recognizes the importance and benefit of having a Board and executive officers comprised of highly talented and experienced individuals. The Corporation does not have a formal policy, as its existing processes already seek to foster and promote diversity among board members and executive officers with respect to attributes such as gender, ethnicity and other factors when identifying candidates to nominate for election to the Board or appoint as executive officers.

In support of this goal, when identifying candidates to nominate for election to the Board or appoint as executive officers the Board evaluates multiple criteria including each candidate's talents, qualifications, experience, functional expertise and personal skills, character and qualities having regard to the Corporation's current and future plans and objectives, as well as anticipated regulatory and market developments in addition to considerations that promote diversity, including with regard to gender,

ethnicity and other dimensions.

Given the nature and size of the Corporation's business and its industry, it may be challenging for the Corporation to identify a qualified pool of candidates that adequately reflects the various diverse characteristics that the Corporation seeks to promote and thus the Board has not adopted a target number or percentage of women to be on the Board. Since the Corporation has not adopted specific targets, the Corporation will promote its objectives through existing processes with a view to identifying and fostering the development of a suitable pool of candidates for nomination or appointment over time.

There are currently no female directors on the Board and one of the 10 (10%) executive officers of the Corporation and its major subsidiaries are female.

### ***Term Limits***

Industry and institutional knowledge along with commitment and expertise are vital to the successful functioning of the Board. Given the nature and size of the Corporation's business and its industry, the Board has determined that while it is committed to fostering diversity among board members, it would be unduly restrictive to adopt specific director term limits. Director term limits would force valuable, experienced and knowledgeable directors to leave. Diversity and Board renewal will be supported through the other mechanisms designed to address the needs of the Corporation and not through the imposition of arbitrary term limits.

## **BOARD MATTERS**

### ***Board Mandate***

A copy of the Mandate of the Board can be found attached hereto as Schedule "B".

### ***Position Descriptions***

The following position descriptions adopted by the Board can be found on the Corporation's website located at [www.discoveryair.com](http://www.discoveryair.com):

- Position Description for the Chair of the Board;
- Position Description for the Lead Director;
- Position Description for Committee Chairs;
- Position Description for the Directors; and
- Position Description for the Chief Executive Officer.

As indicated above, the Board has created one position description for all committee chairs. The Board believes that there sufficient similarities in the roles and responsibilities of committee chairs that they should be dealt with in one position description. Their respective roles and responsibilities are then further delineated by reference to each Board committee's roles and responsibilities as set out in their respective charter.

### ***Board Orientation and Continuing Education***

The Board takes an active role the orientation and continuing education of new directors. The expectations of a new director on the Board, including specific responsibilities, committee appointments, workload and time commitments, are discussed with potential candidates. New directors are provided with, among other things, the Corporation's Articles of Continuance (as amended), by-laws, Board mandate and committee charters, Code of Conduct, position descriptions for the Board Chair, Lead Director, committee chairs and the CEO, copies of the Corporation's key policies and procedures, the current year budget and forecasts, financial statements, minutes of meetings of the Board and its committees, and other relevant information.

The continuing education of Board members is accomplished through the preparation and presentation of written material to the directors by Management regarding various subject matters. In addition, members of Management give presentations on emerging issues in order to keep the Board up-to-date with relevant matters. This process may be initiated at the request of the Board, a committee or an individual director,

or it may be initiated by Management. In addition, the Board's committees have the authority to engage independent advisors as they deem necessary to permit them to carry out their duties.

### ***Ethical Business Conduct***

The Board has adopted a written Code of Conduct for the directors, officers and employees of the Corporation and its subsidiaries. In addition to setting out the Corporation's values and articulating standards of acceptable conduct, the Code of Conduct also provides guidance for identifying and disclosing potential conflicts of interest. The Code of Conduct is available with the Corporation's other publicly disclosed documents on SEDAR at [www.sedar.com](http://www.sedar.com). A copy may also be requested by contacting the Corporate Secretary of the Corporation at 170 Attwell Drive, Suite 370, Toronto, Ontario, M9W 5Z5. The Board reviews the Code of Conduct each year and receives reports from Management regarding compliance with various aspects of the code.

The Board has also adopted a Confidential Submissions Policy. To assist with the implementation of the policy, the Corporation has established a confidential reporting service maintained by an independent outside service provider, EthicsPoint Inc. Employees may make a confidential submission with respect to any concern they may have by a toll-free telephone line or via a web-based reporting system. The Audit Committee of the Board receives quarterly reports from the General Counsel with respect to reports received and the disposition thereof.

### ***Nomination of Directors***

From time to time it is both necessary and desirable for new candidates to be identified and appointed to the Board.

The Board encourages an objective nomination process by soliciting the views of all directors on the skills and experience required by the Board and by ensuring that all directors have an equal opportunity to nominate candidates and debate the relative merits of all proposed candidates openly at meetings of the Board.

### ***Board Assessments***

The Board is charged with regularly assessing itself, its committees and individual directors with respect to their effectiveness and contribution.

### ***Director Succession Planning***

The Board has the responsibility to review the skills and experience represented on the Board in light of the Corporation's strategic direction, opportunities and risks, and the Board's most recent performance evaluations. With a view to succession planning and recruitment, the Board maintains a directors' composition matrix which describes the current directors' experience, competencies and skills and identifies areas where additional skills would be helpful. These considerations assist the Board with the identification and recruitment of new directors.

### ***Enterprise Risk Management***

The Board has oversight responsibility for risk. This includes taking reasonable steps to ensure that Management has an effective risk management structure in place to identify, understand and appropriately manage the risks of the Corporation's business. In addition, the Board has the responsibility to understand the material risks of the Corporation's business and the related mitigation strategies and tactics.

Through its strategic planning process, Management identifies and assesses the most significant risks to the business of the Corporation and its subsidiaries as a whole. These risks become important inputs to the development of the Corporation's long-term strategy and near-term operating priorities.

## **COMMITTEES OF THE BOARD**

The Board currently has two standing committees: the Audit Committee and the Human Resources Committee. The Board previously had a Finance and Investment Committee, which was dissolved on April 11, 2013; a Special Committee established for the purposes of considering the Corporation's 2014 rights offering, which was dissolved on January 31, 2014; and a Governance Committee, which was

dissolved on July 3, 2014. Additionally, subsequent to the end of the Corporation’s 2016 fiscal year, the Board established a Special Committee for the limited purpose of considering the Clairvest Loan, which is a “related party transaction” within the meaning of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*. The Special Committee was composed of Michael Grasty, Alain Benedetti and Rod Phillips and met in February, 2016.

The current members of the Board’s standing committees are as follows:

<b>AUDIT COMMITTEE<sup>(1)</sup></b>	<b>HUMAN RESOURCES COMMITTEE<sup>(2)</sup></b>
Alain Benedetti (Chair)	Michael M. Grasty (Chair)
Michael Grasty	G. John Krediet
Rod Phillips	Kenneth B. Rotman

Notes:

- (1) Messrs. Benedetti, Grasty and Phillips were appointed to the Audit Committee on July 3, 2014.
- (2) Mr. Grasty was appointed to the Human Resources Committee on March 6, 2014 and Messrs. Krediet and Rotman were appointed on September 7, 2012.

### ***Human Resources Committee Report***

The report of the Human Resources Committee can be found under the heading “Section IV: Executive Compensation - Compensation Governance.”

For further information about the role and responsibilities of the Human Resources Committee, please see the Human Resources Committee Charter which can be found on the Corporation’s website located at [www.discoveryair.com](http://www.discoveryair.com).

### ***Audit Committee Report***

Information pertaining to the Audit Committee can be found in the Corporation’s Annual Information Form for the year ended January 31, 2016, which is available on SEDAR at [www.sedar.com](http://www.sedar.com). Copies of the Annual Information Form can be obtained, free of charge, upon request in writing to the contacting the Corporate Secretary of the Corporation at 170 Attwell Drive, Suite 370, Toronto, Ontario, M9W 5Z5.

For further information about the roles and responsibilities of the Audit Committee, please see the Audit Committee Charter attached hereto as Schedule “C”.

## **DIRECTOR COMPENSATION**

### ***Director Compensation Program***

The director compensation program is designed to appropriately compensate Board members for undertaking the responsibilities, commitments and risk associated with Board membership and to assist the Corporation in attracting and retaining individuals with necessary experience and abilities.

Director compensation is determined by the Board. In formulating its recommendations, the Board considers publicly available reports as well as prevailing practices and trends in the area of director compensation.

Unlike compensation for named executive officers (as such term is defined in Form 51-102F6), the directors’ compensation is not designed to pay for performance. Rather, subject to the discussion below, directors receive a combination of retainers, chair fees and meeting attendance fees as shown in the chart below. For any Board or committee meeting of less than one hour’s duration, the Chair of the Board, in his or her discretion, may determine that a reduced attendance fee be paid or that no attendance fee be paid for that meeting.

In view of his highly specialized expertise, Admiral Mullen receives an annual retainer of USD \$300,000 but receives no other retainer or meeting fees for serving as a director.

All directors are reimbursed for reasonable travel and other expenses incurred when attending meetings.

A portion of the retainers and fees payable to directors may be received in the form of deferred share units (“DSUs”). The value of each DSU equates to the value of a Class A Share and cannot be accessed until the director ceases, or is deemed by law to have ceased, to serve as a director of the Corporation. The value of the DSUs received by the directors in relation to the fiscal year ended January 31, 2016 is provided in the chart below under the column entitled “Share-based Awards”.

DSUs are governed by the terms of an Amended and Restated Deferred Share Unit Plan for Directors (the “DSU Plan”). The DSU Plan permits directors to elect the percentage of their remuneration from the Corporation that they wish to receive in the form of DSUs. The DSU Plan is unfunded, and DSUs may not be assigned or otherwise transferred by the directors. The Board has the authority to amend (subject to certain conditions) or terminate the DSU Plan.

### ***Structure of Director Compensation***

The current structure of the compensation arrangements for directors is set out below. With the exception of the retainer for Admiral Mullen (which was approved by the Board in connection with his appointment to the Board on May 9, 2014), this structure has been in place since September 9, 2014.

<b>TYPE</b>	<b>AMOUNT</b>
<b>Annual Retainer</b> <sup>(1)(2)(3)</sup>	
Board Member	\$30,000
Board Chair	\$0
Audit Committee Chair	\$10,000
Human Resources Committee Chair	\$5,000
Admiral Michael G. Mullen, USN (Ret.) <sup>(4)</sup>	\$300,000 (USD)
<b>Attendance Fees for Board and Committees Meeting</b> <sup>(5)(6)</sup>	
Attendance in person	\$1,500
Attendance by phone	\$500

Notes:

- (1) Directors who are employees of Clairvest elected not to receive any Board compensation from the Corporation.
- (2) Pursuant to the DSU Plan, directors may elect to receive some, none or all of their compensation in DSUs (with the remainder, if any, paid in cash).
- (3) All director compensation is paid quarterly in arrears, except Admiral Mullen’s compensation which is paid monthly in arrears.
- (4) Admiral Mullen is paid an all-inclusive retainer for his service in lieu of any meeting attendance fees or retainers paid to other directors.
- (5) If a meeting of the Board or a committee thereof has a duration of less than one hour, the Chair of the Board is authorized to reduce the attendance fee payable for such meeting or determine that no attendance fee is payable.
- (6) a) Other Expenses - Directors are reimbursed for other expenses reasonably incurred by them to attend Board or committee meetings (including airfare and overnight accommodation costs) based on submitted receipts.  
b) Technology - Directors are provided (upon request) with an iPad for the receipt and review of Board and committee meeting materials. Directors are required to return the iPad to the Corporation upon ceasing to be a director. Two directors have been provided with video conferencing equipment which is required to be returned to the Corporation upon ceasing to be a director.

### ***Summary of Director Compensation Paid in the Fiscal Year Ended January 31, 2016***

The following table sets out the compensation earned by members of the Board in fiscal year 2016.

<b>NAME</b>	<b>FEES PAID IN CASH (\$)</b>	<b>SHARE-BASED AWARDS<sup>(1)</sup> (\$)</b>	<b>ALL OTHER COMPENSATION (\$)</b>	<b>TOTAL (\$)</b>
Alain Benedetti	Nil	54,501	Nil	54,501
Michael M. Grasty	30,750	10,250	Nil	41,000
G. John Krediet	37,000	Nil	Nil	37,000
Michael G. Mullen	Nil	Nil	300,000 USD <sup>(2)</sup>	300,000 USD
Adrian Pasricha	Nil	Nil	Nil	Nil
Rod Phillips	44,500	Nil	Nil	44,500
Kenneth B. Rotman	Nil	Nil	Nil	Nil

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Notes:

- (1) The value of share-based awards represents the value of DSUs earned by each director in the fiscal year ended January 31, 2016. All DSUs vest on the date of grant but are only accessible to the director upon ceasing (or being deemed to cease) to serve as a director of the Corporation. The value is calculated by multiplying the number of DSUs on the date of grant by the weighted average price at which Class A Shares traded on the TSX during the 10 day period prior to and including the last day before the date of grant.
- (2) Consists of all-inclusive retainer paid to Admiral Mullen in US dollars for his service in lieu of any meeting attendance fees or retainers paid to other directors.

## **SECTION IV: EXECUTIVE COMPENSATION**

### **COMPENSATION GOVERNANCE**

#### ***Human Resources Committee Report***

The Board has established a committee of the Board known as the Human Resources Committee (the “**HR Committee**”). The primary purpose of the HR Committee is to assist the Board in fulfilling its oversight responsibilities in the area of human resources. This oversight includes, but is not limited to:

- (a) the existence within the Corporation of effective policies and practices to enable the Corporation to attract, develop and retain the human resources required by the Corporation to meet the primary objective(s) which, with the approval of the Board, the President and CEO proposes to pursue in managing the business and affairs of the Corporation;
- (b) the appointment, performance evaluation and compensation of the CEO and other officers of the Corporation, and Presidents of the Corporation’s subsidiaries and business units (collectively, “**Executive Management**”);
- (c) the succession planning systems and processes relating to members of Executive Management;
- (d) the compensation structure for members of Executive Management, including salaries, annual and long-term incentive plans;
- (e) the design of any profit sharing or other incentive programs for employees (other than members of Executive Management) of the Corporation and its subsidiaries and affiliates; and
- (f) share ownership guidelines (if any) for members of Executive Management.

The HR Committee met one time during fiscal year 2016. The HR Committee held a portion of the meeting *in camera* with either only the CEO or no Management present.

In the course of the year, the HR Committee:

- reviewed and made recommendations to the Board concerning the Corporation’s compensation philosophy;
- reviewed and made recommendations to the Board concerning the Corporation’s annual and long-term incentive plans for Executive Management, including awards thereunder;
- reviewed and made recommendations to the Board concerning base salary increases for select members of Executive Management;
- reviewed and made recommendations to the Board concerning the appointment and compensation of certain officers of the Corporation;
- reviewed the Corporation’s succession plan and training and development initiatives for Executive Management; and
- reviewed a summary of the securities of the Corporation held by members of Executive Management.

The following directors are currently members of the HR Committee:

Michael M. Grasty (Chair)  
G. John Krediet  
Kenneth B. Rotman

All members of the HR Committee are independent with the exception of Mr. Rotman, whom the Board has determined has a material relationship with the Corporation (see “Board Structures and Practices” above). The Board encourages an objective process for the determination of executive compensation through several means, including by: according the chair of the HR Committee (who is an independent director) the authority to engage the services of independent compensation consultants to assist with the evaluation of compensation proposals under consideration by the HR Committee; welcoming all of the Corporation’s directors (all of whom are independent save and except for Messrs. Rotman and Pasricha) to attend and actively participate in meetings of the HR Committee; and encouraging the Board to engage in a fulsome review of any significant executive compensation recommendations made by the HR Committee.

The Board considers the members of the HR Committee to, collectively, possess the knowledge, skills and experience to enable the committee to make decisions as to the suitability of the Corporation’s compensation policies and practices.

For further information about the roles and responsibilities of the HR Committee, see the HR Committee Charter which can be found on the Corporation’s website located at [www.discoveryair.com](http://www.discoveryair.com).

## **COMPENSATION DISCUSSION & ANALYSIS**

### ***Background***

The Corporation was created through the acquisition of several companies, including Discovery Air Fire Services Inc. (formerly Hicks & Lawrence Limited), Great Slave Helicopters Ltd., Air Tindi Ltd., Discovery Air Defence Services Inc. (formerly, Top Aces Inc.), and Discovery Mining Services Ltd. The Corporation established Discovery Air Technical Services Inc. as a new venture in 2010, and sold substantially all of its assets in January, 2016. In certain instances, former owners of the acquired companies were retained in leadership roles in order to leverage their skills and entrepreneurial drive, generally on terms that reflected acquisition arrangements rather than prevailing market conditions respecting compensation. Current compensation for such executives reflects the value that they bring to the Corporation, legacy arrangements to which the Corporation remains contractually bound, and the need to retain, motivate and develop those individuals. The description of the Corporation’s compensation philosophy below (the “**Compensation Philosophy**”) may not apply to all aspects of the compensation arrangements in place for those executives with legacy contracts.

Other executives and senior managers are recruited to bring particular competencies and skills to the Corporation. Compensation arrangements for these individuals generally reflect prevailing market conditions, the level of responsibility, and the need to retain, motivate and develop such individuals.

The Corporation establishes growth targets for profitability and cash flow and considers the re-positioning of its businesses for long-term, sustainable growth. Management will be organized around achieving this growth through a combination of organic growth, acquisitions and the development of new markets. The Compensation Philosophy is reviewed regularly and amended as necessary to ensure that Executive Management compensation is based on success in executing the Corporation’s strategic plan.

### ***Compensation Philosophy***

The Corporation’s compensation policies and practices are designed to:

- (a) attract and retain senior managers with the skills and qualifications to assist the Corporation in achieving its strategic objectives;
- (b) motivate senior managers to drive the Corporation’s performance and position it for long-term success, for the benefit of its shareholders and stakeholders; and
- (c) appropriately reward the contribution of those senior managers.

In line with the Corporation's strong emphasis on the safety of its customers and its people, bonuses under the Corporation's annual incentive plan are subject to reduction or forfeiture, at the Board's discretion, based on the safety performance of the Corporation and its subsidiaries. Beyond that proviso, the Corporation believes that:

- (a) there should be a clear relationship between the compensation of senior management and the Corporation's operating and financial performance; and
- (b) appropriate behavior and decision-making on the part of senior management can be encouraged by linking a significant amount of compensation to the achievement of common goals based on consolidated corporate and individual operating unit results.

In other words, the Corporation pays for performance achieved at an acceptable risk and without compromising safety.

Aside from the legacy compensation arrangements referenced above, the Corporation bases its compensation practices for Executive Management on:

- (a) compensation levels for positions of similar seniority at other Canadian public companies (the Corporation periodically reviews such comparators but acknowledges that compensation practices elsewhere are not always relevant to the Corporation's operational requirements or strategic objectives); and
- (b) a need to balance short-term and long-term objectives.

The Corporation's ability to achieve pay equity may be limited by the legacy compensation arrangements discussed above.

### ***Compensation Processes***

In addition to designing and delivering compensation in a manner that is aligned with the Compensation Philosophy, the Corporation's executive compensation arrangements are subject to the following annual processes:

- (a) review by the HR Committee and the Board to gain reasonable assurance that executive compensation is designed to support the Corporation's strategy, and that legal and tax implications are identified and assessed;
- (b) monitoring by the HR Committee and the Board to gain reasonable assurance that all of the Corporation's contractual arrangements with respect to compensation are identified, approved, recorded and controlled; and
- (c) review by the HR Committee and the Board to gain reasonable assurance that such contractual arrangements are subject to appropriate disclosure controls and procedures.

### ***Compensation Design***

The Corporation's Executive Management compensation arrangements comprise the following three elements, each of which is managed to achieve particular objectives:

<b>OBJECTIVE</b>	<b>DESIGN ELEMENT</b>	<b>IMPLEMENTATION</b>
Attract and retain the right people	Salaries, perquisites and benefits	Pay competitively
Motivate executives and managers to balance risk and reward in building shareholder value	Variable compensation	Provide competitive incentive opportunities Place significant compensation at risk based on annual operating and financial results

OBJECTIVE	DESIGN ELEMENT	IMPLEMENTATION
Align Executive Management's interests with those of the Corporation	Stock option and other long-term incentive awards	Provide competitive opportunities to acquire equity positions  Award selectively, and with deferred and/or performance-based vesting, to encourage focus on generating long-term shareholder value

More broadly, the Corporation designs its management compensation plans around the following two distinct management groups:

- (a) Corporate Executives: this group comprises the President and CEO together with his direct reports and certain support staff; and
- (b) Operating Unit Management: this group comprises senior management at the Corporation's operating business units.

The discussion below highlights the Corporation's use of salary, variable compensation and stock option and other long-term incentive awards in developing compensation plans for each of these groups.

The Board occasionally adjusts individual compensation, on an exception basis, in recognition of extraordinary performance on behalf of the Corporation. Such adjustments may take the form of a salary adjustment, a special bonus, or an increase in short or long-term incentive compensation opportunities.

***Design Element I - Annual Salary, Perquisite Allowances and Benefits***

Annual salaries for corporate executives and operating unit management are designed to:

- (a) provide compensation that is competitive, based on the level of responsibility of each individual executive; and
- (b) where applicable, meet the legacy compensation commitments discussed above.

In lieu of customary automobile allowances, club memberships or local cost of living allowances, the Corporation pays certain executives a flat perquisite allowance as a supplement to their respective salaries. In addition, the Corporation maintains a group benefits plan in which executives may participate and which provides participants with:

- (a) pooled benefit arrangements, including basic and dependent life insurance, critical care illness insurance and short-term and long-term disability insurance; costs of these arrangements are for the account of the individual employee; and
- (b) extended health and dental care benefits as well as accidental death and dismemberment coverage; costs of these benefits are paid by the Corporation.

Salary adjustments are made as necessary to reflect changes in responsibility, the cost of retaining key individuals in certain locations and the need to remain competitive in sourcing managerial talent.

***Design Element II - Variable Annual Compensation***

The Corporation's executives and operating unit management participate in annual incentive plans ("AIPs"), which are variable compensation plans comprising cash bonus payments based on the achievement of annual objectives. The AIPs are designed to reward performance, ensuring that executives participate in the increase in value created as a result of their efforts, while at the same time leaving them with significant compensation at risk if such value is not created. As a general guideline:

- (a) corporate executives participate in the corporate AIP, and are eligible for bonus payouts based on the achievement of annual consolidated financial results and based on the achievement of individual objectives; and

- (b) operating unit management participate in an operating unit AIP, and are eligible for bonus payouts based on the achievement of annual operating unit results and based on the achievement of individual objectives. In addition, operating unit presidents have a portion of their AIP tied to the achievement of consolidated financial results.

The fiscal year 2016 AIP had a single financial target based on the Corporation's EBITDA<sup>1</sup> performance in the year, less amortization of aircraft rotatable expense. Consistent with past practice, participants were required to achieve at least a threshold value in order to be eligible for any bonus on account of performance and had the opportunity to earn up to twice their target bonus if the actual adjusted EBITDA performance exceeded the target for the year. The threshold value was set at 83% of the target, and the stretch value set at 117% of the target.

Second, a portion of the AIP was tied to the completion of individual objectives approved by the individual's manager (and, in the case of the President and CEO, the Board). These objectives were either quantitative or qualitative in nature and generally comprised of between three and five annual objectives.

The portion of the AIP opportunity tied to the achievement of the EBITDA target was 60%, and the portion tied to the completion of the individual objectives was 40%. The Board reserved the right to reduce or forfeit bonuses under the fiscal year 2016 AIP if, in the Board's judgment, the safety performance of the Corporation and its subsidiaries warrants such action.

The Corporation met the consolidated threshold financial target for fiscal year 2016 and, therefore, a bonus was earned based upon financial performance for consolidated results.

The Board determined the bonus payable to the President and CEO to be USD \$337,900.

The Corporation intends to pay all bonuses earned in respect of fiscal year 2016 in fiscal 2017.

For fiscal year 2017, the Corporation intends to continue to use EBITDA, less amortization of aircraft rotatable expense, a cash flow metric, the achievement of individual objectives and safety performance as the principal factors in deciding whether or not to award bonuses to participants.

### ***Design Element III - Stock Option and Other Long-Term Incentive Arrangements***

The HR Committee and the Board view long-term incentive awards as particularly critical compensation elements for:

- (a) aligning the interests of Executive Management with the interests of shareholders;
- (b) incentivizing strong, long-term performance by Executive Management; and
- (c) providing for a total compensation package that will enable the Corporation to attract and retain the talent it requires to achieve its strategic objectives.

Those members of Executive Management who were former owners of acquired companies generally accepted a significant portion of the purchase price for their companies in the form of Common Shares. Each of them maintains an ownership interest, directly and indirectly, in Common Shares and, as a result, their interests are considered to be well-aligned with those of shareholders. Nevertheless, the Board may grant long-term incentive awards to those individuals if it considers it appropriate to do so in light of the other objectives references above.

The Corporation's long-term incentive plan ("LTIP") consists of cash settled share unit grants and stock options. Participation in the LTIP is generally restricted to members of Executive Management, however, the Board approves all LTIP awards and reserves the right to extend participation in the LTIP to other members of Management (other than Executive Management). All requests for LTIP awards are initiated

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<sup>1</sup> "EBITDA" means net earnings (loss) before finance costs, income taxes, depreciation of property and equipment and intangible assets and non-cash gain on extinguishment of debt and gains and losses resulting from the change in fair value of financial liabilities.

by the President and CEO, reviewed by the HR Committee and, if appropriate, approved by the Board on the recommendation of the HR Committee.

In addition to the above considerations and any other appropriate considerations, the Board takes previous grants under stock option plans and other long-term incentive arrangements into consideration when determining an individual's eligibility for a share-based or option-based award.

The Corporation's stock option plan and share unit plan are described below.

#### 2013 Stock Option Plan

The 2013 Stock Option Plan (the "**2013 Plan**") was last approved at the 2013 Annual and Special Meeting of shareholders of the Corporation on June 11, 2013.

All issued and outstanding stock options including those granted under previous stock option plans, will continue to be governed by the 2013 Plan (the terms of which are described later in this Circular). A summary of the 2013 Plan is set out below.

#### *Limits on Common Shares Issuable*

The 2013 Plan is a 10% stock option plan, which means that the maximum number of Common Shares issuable pursuant to the 2013 Plan, together with the number of Common Shares issuable pursuant to all other security-based compensation arrangements of the Corporation, cannot exceed 10% of the total issued and outstanding Common Shares of the Corporation as of the date of the grant. The 2013 Plan is also an "evergreen" stock option plan since any increase in the number of issued and outstanding Common Shares and any exercises of options (whether under the 2013 Plan or other security-based compensation arrangements) will result in an increase in the number of Common Shares available for issuance under the 2013 Plan, effectively "re-loading" the number of options available for grant under the 2013 Plan.

In addition to the above limits, the maximum number of Common Shares issuable to all insiders of the Corporation under the 2013 Plan, together with all Common Shares issuable to insiders under all other security-based compensation arrangements of the Corporation, is limited to no more than 10% of the issued and outstanding Common Shares as of the date of the grant. In addition, the maximum number of Common Shares which may be issued to insiders of the Corporation under the 2013 Plan, together with the number of Common Shares issuable to insiders under all of the Corporation's other security-based compensation arrangements, may not, in any 12-month period, exceed 10% of the issued and outstanding Common Shares at the date of grant. Subject to the foregoing limits, there is no limit on the number of Common Shares issuable to any one optionee under the 2013 Plan.

#### *Eligibility, Exercise Price and Term*

The Board will have the authority to grant options to directors, officers and employees of the Corporation and its subsidiaries. The exercise price for each option will be set by the Board, provided that it may not be less than the market price of a Common Share on the grant date. The market price of a Common Share on the grant date will be calculated by reference to the weighted average trading price of the Common Shares on the TSX, or if the Common Shares are not listed on the TSX, such other stock exchange or securities market on which the Common Shares are listed, on the five trading days (on which at least one board lot of the Common Shares was traded) prior to such date. If the Class B Shares are not listed on any stock exchange or securities market, they will be deemed to have the same Market Price as the Class A Shares.

The Board will have the authority to determine the expiry date for each option, provided that it may not be more than 10 years from the grant date. Where an option expires during a "black-out period" or the 10 day period following the end of such period (the "**Black-Out Expiration Term**"), the term of such option will be extended to the end of the applicable Black-Out Expiration Term.

### *Vesting*

The Board will have the authority to determine when an option will become exercisable or terminable, including whether it will be exercisable in installments, pursuant to a vesting schedule or otherwise. Unless varied by the Board in an option agreement, the 2013 Plan provides that (i) the Board may at any time accelerate all unvested options under the 2013 Plan upon notice to optionees, (ii) the Board may grant optionees the right to acquire the kind and amount of shares or other securities or property that the optionees would have been entitled to receive as a result of certain types of corporate reorganizations if, on the effective date thereof, the optionees had been holders of all Common Shares issuable upon the exercise of vested or unvested options, (iii) in the event that any person, entity or group of persons or entities acting jointly or in concert acquire direction or control over all of the Common Shares or all or substantially all of the assets of the Corporation such that the Corporation is effectively sold in its entirety, all unvested options will vest; and (iv) in the event that an optionee's employment is terminated without just cause in the 12 month period following a change of control of the Corporation, all unvested options will vest.

For purposes of the latter scenario, a "change of control" of the Corporation means any one or more of (i) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Corporation or any of its affiliates and another corporation or entity as a result of which holders of outstanding Common Shares prior to the completion of the transaction hold less than 50% of the Common Shares of the successor corporation after the completion of the transaction, (ii) assets, rights or properties of the Corporation and/or any of its subsidiaries having an aggregate book value greater than 50% of the book value of the assets, rights and properties of the Corporation and its subsidiaries on a consolidated basis are sold, leased, exchanged or otherwise disposed of to another person or entity (other than disposition to a wholly-owned subsidiary of the Corporation), (iii) the Board adopts a resolution to wind-up, dissolve or liquidate the Corporation, (iv) any person, entity or group of persons or entities acting jointly or in concert acquire control or direction over Common Shares which, when added to the Common Shares which they already hold or have direction or control over, would entitle them to cast or direct the casting of more than 50% of the votes attached to all of the Common Shares which may be cast to elect the directors of the Corporation or its successor, or (v) the Board adopts a resolution determining, in its sole and unfettered discretion, that a "change of control" or another event that would materially alter the structure of the Corporation or its ownership has occurred or is imminent. Notwithstanding the above, a "change of control" will not be deemed to have occurred under scenarios (i) through (iv) if the change of control results from (a) the purchase and cancellation by the Corporation of securities of its own issue, (b) the acquisition (including upon the exercise of a conversion right or otherwise) of securities of the Corporation by any one or more of the Corporation's security holders that holds (on a post-conversion basis) 10% or more of all issued and outstanding Common Shares or anyone under the control or direction of any one or more of such security holders, or (c) a combination of (a) and (b).

### *Stock Appreciation Rights*

The Board may grant stock appreciation rights ("SARs") in conjunction with any grant of options. Each SAR may only be exercised at the same time and to the same extent that the option to which it relates is exercisable. On the exercise of a SAR, the optionee will be entitled to receive such number of Common Shares or the cash equivalent equal to the excess, if any, of (i) the market price of Common Shares entitled to be acquired upon exercise of such option as of the date of the exercise, over (ii) the exercise price of such option.

### *Termination of Affiliation*

In the event that an optionee ceases to be a director, officer or employee of the Corporation and its subsidiaries, the optionee may exercise his or her vested options as follows: (i) in the event of the optionee's death or permanent disability, the vested portion of each option may be exercised at any time up to but not later than the earlier of the option's expiry date and the date that is 12 months after the date of death or permanent disability; (ii) in the event of the optionee's termination for cause, the vested portion of each option may be exercised at any time up to but not later than the earlier of the option's expiry date and the date the optionee ceased to be a director, officer or employee of the Corporation; and (iii) in the event that the optionee ceases to be employed or engaged by the Corporation and its

subsidiaries for any other reason (including voluntary resignation, involuntary termination without cause or retirement), the vested portion of each option may be exercised at any time up to but not later than the earlier of the option's expiry date and the date that is 90 days after the date on which the optionee ceases to be employed or engaged by the Corporation and its subsidiaries.

#### *Financial Assistance, Assignability and Transferability*

The Corporation does not provide any financial assistance to optionees under the 2013 Plan. Options are non-assignable and non-transferable by the optionee, other than by will or the laws of descent and distribution or to a registered retirement savings plan, registered retirement income fund or tax free savings account.

#### *Amendments*

The Corporation retains the right to terminate the 2013 Plan or amend the terms and conditions of the 2013 Plan and any option agreement thereunder by resolution of the Board (the "**Amendment Procedure**"). Amendments to the 2013 Plan will take effect only with respect to options granted after the effective date of such amendment, provided that it may apply to any outstanding options with the mutual consent of the Corporation and the optionees to whom such options have been granted. Without limiting the generality of the foregoing, the Board may use the Amendment Procedure without seeking shareholder approval when:

- (i) altering, extending or accelerating the terms and conditions of vesting of any options;
- (ii) extending the term of options held by a person other than a person who, at the time of the extension, is an insider of the Corporation;
- (iii) accelerating the expiry date of options;
- (iv) amending the definitions contained within the 2013 Plan;
- (v) amending or modifying the mechanics of exercise of options, provided however, if no corresponding SAR was granted, payment in full of the exercise price for the Common Shares shall not be so amended or modified;
- (vi) effecting amendments of a "housekeeping" or administrative nature including, without limiting the generality of the foregoing, any amendment for the purpose of curing any ambiguity, error, inconsistency or omission in or from the 2013 Plan or any option agreement thereunder;
- (vii) effecting amendments necessary to comply with the provisions of applicable laws (including, without limitation, the rules, regulations and policies of the TSX);
- (viii) effecting amendments respecting the administration of the 2013 Plan;
- (ix) effecting amendments necessary to suspend or terminate the 2013 Plan; and
- (x) any other amendment, whether fundamental or otherwise, not requiring shareholder approval under applicable law (including, without limitation, the rules, regulations, and policies of the TSX).

Shareholder approval will be required for the following types of amendments:

- (a) amendments that increase the number of Common Shares issuable under the 2013 Plan, except such increases due to special distributions, share or corporate reorganizations;
- (b) any reduction in the exercise price of an option if the optionee is not an insider at the time of the proposed amendment; and
- (c) amendments required to be approved by shareholders under applicable law (including, without limitation, pursuant to the rules, regulations and policies of the TSX).

Disinterested shareholder approval (as defined in the rules, regulations and policies of the TSX) will be required for the following types of amendments:

- (a) amendments to the 2013 Plan that could result at any time in the number of Common Shares reserved for issuance under the 2013 Plan to insiders exceeding 10% of the outstanding issued and outstanding Common Shares;
- (b) amendments to the 2013 Plan that could result at any time in the issuance to insiders, within a 12 month period, of a number of Common Shares exceeding 10% of the outstanding issued and outstanding Common Shares;

- (c) any reduction in the exercise price of an option if the optionee is an insider at the time of the proposed amendment; and
- (d) amendments requiring disinterested shareholder approval under applicable law (including, without limitation, pursuant to the rules, regulations and policies of the TSX).

### Outstanding Options

As of the end of the Corporation's fiscal year 2016, there were 8,023,398 options outstanding, with strike prices ranging from \$0.30 to \$18.50. This number includes stock options granted under previous option plans, which are now governed by the 2013 Plan. The previous option plans were terminated upon adoption of the 2013 Plan.

The 2013 Plan is a "rolling" 10% stock option plan, which means that the maximum number of Common Shares issuable pursuant to the 2013 Plan, together with the number of Common Shares issuable pursuant to all other security-based compensation arrangements of the Corporation, cannot exceed 10% of the total issued and outstanding Common Shares of the Corporation as of the date of the grant. The 2013 Plan is also an "evergreen" stock option plan since any increase in the number of issued and outstanding Common Shares and any exercises of options (whether under the 2013 Plan or other security-based compensation arrangements) will result in an increase in the number of Common Shares available for issuance under the 2013 Plan, effectively "re-loading" the number of options available for grant under the 2013 Plan.

As at the end of the Corporation's fiscal year 2016, there were 79,286,721 Class A Shares and 2,710,754 Class B Shares issued and outstanding. With 118,860 options that were notionally granted under previous stock option plans, a total of 8,199,747 new options were available for granting under the 2013 Plan. As 8,023,398 options have been granted or notionally granted under the 2013 Plan, 176,349 new options remain available for issue under such plan.

In December 2014, 117,180 options were forfeited under previous plans, and 550,000 options were forfeited under the 2013 Plan.

### Share Unit Plan

The Corporation has implemented a share unit plan (the "**Share Unit Plan**") for select members of management of the Corporation and its subsidiaries approved by the Board from time to time.

The Share Unit Plan provides for the issuance of restricted share units ("**RSUs**") and performance share units ("**PSUs**", and together with RSUs, "**Share Units**"). The value of each Share Unit is deemed to be equal to the fair market value of a Class A Share (which, in turn, is calculated by reference to the five day average closing price per Class A Share on the TSX ending on the last trading day immediately preceding the date of the value determination). Every holder of a Share Unit is also credited with additional Share Units in an amount equal to the value of any dividends that he or she would have received if the Share Units held by him or her were Class A Shares, divided by the fair market value of a Class A Share on the date on which dividends were paid by the Corporation. Additional Share Units issued on account of dividends are issued to the holder in the same form as the Share Units to which they related (i.e., RSUs or PSUs) and vest on the same date as the Share Unit award to which the additional Share Units relate.

RSUs automatically vest and become payable to the holder on the entitlement date determined by the Board at the time the RSUs are granted. PSUs operate in the same manner as RSUs except that PSUs do not vest and do not become payable to the holder unless the performance condition(s) specified by the Board at the time of the grant have also been fulfilled. In order to ensure that the Share Unit Plan is not a "salary deferral arrangement" under the *Income Tax Act* (Canada), the entitlement date of each Share Unit is no later than December 31 of the third calendar year following the calendar year of the grant.

The Share Units are also subject to accelerated vesting in certain circumstances. All Share Units held by an individual will immediately vest if (a) the individual's employment with the Corporation or a subsidiary of the Corporation, as the case may be, is terminated without cause within 12 months following a change of control of the Corporation, or (b) all shares of the Corporation having the right to vote for the election of the Corporation's directors, or all or substantially all of the Corporation's assets (on a consolidated basis) are sold in any transaction or series of related transactions. For purposes of the

scenario described in clause (a), a “change in control” of the Corporation generally consists of the acquisition by any person or persons (broadly defined) acting jointly or in concert of shares of the Corporation to which more than 50% of the votes that may be cast for the election of the directors of the Corporation are attached, or the sale, assignment or other transfer by the Corporation of more than 50% of the assets of the Corporation on a consolidated basis. Notwithstanding the foregoing, a change in control of the Corporation will not be considered to be a “change in control” for purposes of the option agreements if the change in control results from (i) the purchase and cancellation by the Corporation of securities of its own issue, (ii) the acquisition of securities of the Corporation by any one or more of certain of the Clairvest Parties, certain former executives of the Corporation or any person under the control or direction of any of the foregoing, or (iii) any combination of (i) and (ii). In addition, all Share Units held by an individual will immediately vest upon the death of the individual or 60 days following a determination by the Board that the individual has become permanently disabled.

Share Units are settled in cash (not securities of the Corporation) on the entitlement date based on the fair market value of a Class A Share then prevailing. If, however, the Share Units were issued to the individual at an implied value per Share Unit that was greater than the fair market value of a Class A Share at the time of issuance, the Share Units will be valued at the greater of (i) the fair market value of a Class A Share on the entitlement date, and (ii) the value that is calculated by referenced to the EBITDA multiple implied by the price at which the Share Units were originally issued.

In the event that a holder of Share Units resigns or retires, or his or her employment with the Corporation or a subsidiary of the Corporation (as the case may be) is terminated (with or without just cause), all Share Units credited to the holder automatically terminate on the date of such resignation, retirement or termination.

No share units have been issued under the Share Unit plan.

#### ***Pension Supplement***

The Corporation does not have a formal pension plan. However, in order to ensure the overall competitiveness of executive compensation arrangements, certain named executive officers are entitled to receive from the Corporation an annual cash amount as a Registered Retirement Savings Plan (“RRSP”) contribution equal to an agreed upon contractual amount. In relation to the fiscal year ended January 31, 2016, the Corporation paid \$73,680 in total RRSP contributions on behalf of such executive officers.

#### ***Other Compensation and Perquisites***

To reflect the requirements of their roles and to ensure the overall competitiveness of executive compensation arrangements, certain named executive officers are entitled to a perquisite allowance.

#### ***Competitive Benchmarking***

In order to attract and retain the general and specialized leadership talent necessary to achieve its business goals, the Corporation maintains a general understanding of the compensation practices among North American (predominantly Canadian) specialty aviation organizations. The pay practices of these organizations do not explicitly define the Corporation’s pay mix and levels but rather serve as an important point of reference for decision-making that also takes into consideration legacy arrangements, geographic considerations, business performance and uniqueness of skill set.

#### ***Securities Trading and Reporting Policy***

The Corporation’s *Securities Trading and Reporting Policy* permits executive officers and other insiders of the Corporation to purchase securities of the Corporation for investment purposes only and prohibits them from engaging in any transactions in respect of the Corporation’s securities that could be perceived as speculative or influenced by positive or negative perceptions of the Corporation’s prospects, including through the use of puts, calls, collars, spread bets and contracts for difference.

#### ***Risks of Incentive Compensation***

The HR Committee and the Board recognize that providing significant incentives for performance through short and long-term incentive bonuses or stock options bears with it the inherent risk of

incentivizing Management to use unrealistic planning assumptions to drive compensation outcomes or, in the most extreme case, manipulate financial results to achieve compensation outcomes. To mitigate these risks, the HR Committee and the Board, among other things, allocate dedicated time to review Management's annual plan and budget and the reasonableness of the underlying assumptions and have also implemented incentive compensation claw back provisions in the employment agreements of the CFO and the President and CEO. In summary, these claw back provisions would require these individuals to repay to the Corporation the excess portion of any incentive compensation that was received on the basis of financial results that are subsequently found to have been incorrectly reported as a result of fraud or other intentional misconduct which the individual knowingly engaged in.

### ***Engagement of Compensation Consultants***

The Corporation did not retain the services of any compensation consultant in fiscal year 2016.

## **COMPENSATION SUMMARY**

The Corporation's named executive officers in fiscal year 2016 were: Jacob (Koby) Shavit (President and CEO of the Corporation), Paul Bernards (CFO of the Corporation), Paul Bouchard (President of Discovery Air Defence Services Inc.), Alasdair Martin (President of Air Tindi Ltd.) and Didier Toussaint (Group President, Government Services of the Corporation).

Messrs. Bouchard and Toussaint were vendors of an operating unit at the time the Corporation purchased that unit. Their compensation was, therefore, negotiated and settled with each of them during the acquisition process. It was important to the Corporation that the former owners, both of whom were key leaders of their respective companies, remained with the Corporation after the acquisition. The Corporation believed that continuity in the leadership of the acquired companies would allow for a more streamlined integration process, ensure the retention of other key employees in the acquired company and maximize the potential for continued positive performance by the acquired company.

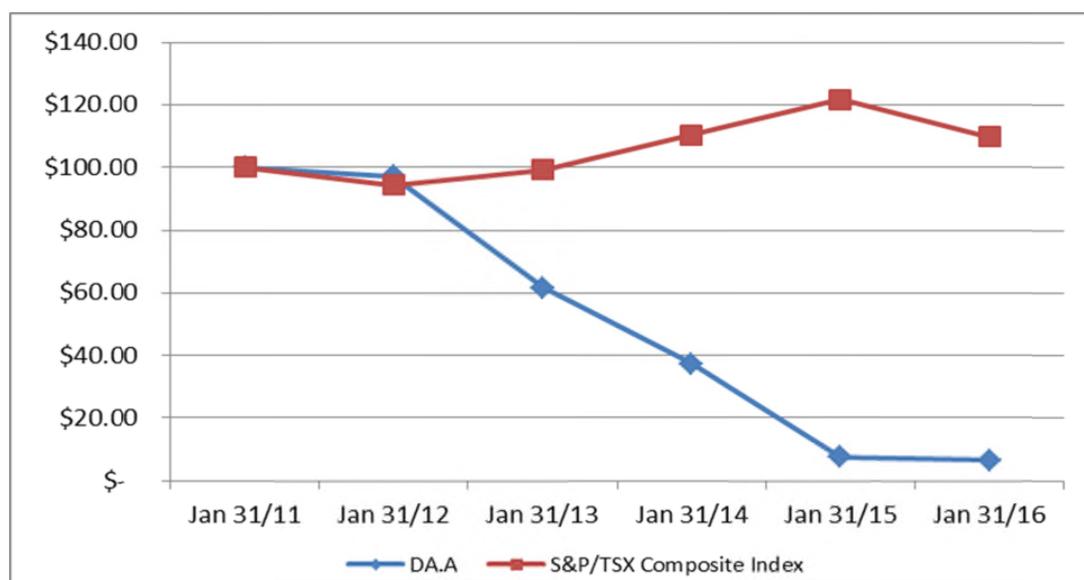
Since each of the named executive officers who was a former vendor received a significant part of the cash purchase price paid by the Corporation for the acquisition of his/her company, the Corporation's challenge was to negotiate an employment package for each of them that would give him incentive to remain with the Corporation post-acquisition. When negotiating these packages, the Corporation took into account a compensation package that included a combination of base salary, short-term incentive awards based on the performance of the Corporation, long-term incentive awards based on the performance of the Corporation as a whole and termination rights and obligations. It was believed that the right combination of these elements would provide the desired incentive in the best interest of the shareholders at an acceptable risk to the Corporation.

In fiscal year 2011, new contracts were established for each of Messrs. Bouchard and Toussaint to replace the compensation arrangements that were negotiated upon the acquisitions of their respective companies.

## **PERFORMANCE GRAPH**

The following graph and table compares the total return of a \$100 investment in the Class A Shares of the Corporation made on January 31, 2011 with the cumulative return of the S&P/TSX Composite Index for the period ended January 31, 2016.

The compensation paid to the Corporation's named executive officers does not correlate with the trend in the graph shown below since, as explained under "*Compensation Discussion and Analysis - Background*" above, the compensation arrangements of the former operating unit vendors are affected by the compensation arrangements that were negotiated with them at the time their respective companies were acquired by the Corporation. Furthermore, Mr. Shavit was hired in fiscal year 2013, and Mr. Bernards was hired in fiscal year 2015 at compensation levels considered by the HR Committee and the Board to be necessary to recruit them to the Corporation. Finally, the Corporation focused significant resources in fiscal year 2016 on improving the Corporation's long-term strategic position.



TIME PERIODS	JAN 31/11	JAN 31/12	JAN 31/13	JAN 31/14	JAN 31/15	JAN. 31/16
Class A Shares	\$100.00	\$97.11	\$61.69	\$37.35	\$7.47	\$6.39
S&P/TSX Composite	\$100.00	\$94.35	\$99.08	\$110.38	\$121.70	\$109.67

## **SUMMARY COMPENSATION TABLE AND NARRATIVE DISCUSSION**

### *Summary Compensation Table*

The table below sets out the compensation provided to each of the named executive officers:

NAME AND PRINCIPAL POSITION	FISCAL YEAR	SALARY	SHARE-BASED AWARDS	OPTION-BASED AWARDS <sup>(1)</sup>	NON-EQUITY INCENTIVE PLAN COMPENSATION		PENSION VALUE	ALL OTHER COMPENSATION <sup>(3)</sup>	TOTAL COMPENSATION
					ANNUAL INCENTIVE PLANS <sup>(2)</sup>	LONG-TERM INCENTIVE PLANS			
JACOB SHAVIT President and CEO Discovery Air Inc.	2016	\$450,000 (USD)	Nil	\$303,961 (USD)	\$337,900 (USD)	Nil	Nil	\$65,554 (USD)	\$1,157,415 (USD)
	2015	\$450,000 (USD)	Nil	\$21,066 (USD)	\$85,010 (USD)	Nil	Nil	\$115,282 (USD)	\$671,358 (USD)
	2014	\$450,000	Nil	Nil	\$180,000	Nil	Nil	\$52,500	\$682,500
PAUL BERNARDS Chief Financial Officer Discovery Air Inc.	2016	\$300,000	Nil	\$202,997	\$111,660	Nil	Nil	\$3,528	\$618,165
	2015	\$250,000	Nil	\$19,161	\$37,780	Nil	Nil	\$1,905	\$308,846
PAUL BOUCHARD President Discovery Air Defence Services Inc.	2016	\$350,000	Nil	\$107,100	\$118,740	Nil	Nil	\$90,528	\$666,368
	2015	\$350,000	Nil	\$16,499	\$142,370	Nil	Nil	\$89,857	\$598,726
	2014	\$350,000	Nil	Nil	\$61,688	Nil	Nil	\$87,000	\$498,688
ALASDAIR MARTIN President Air Tindi Ltd.	2016	\$229,000	Nil	\$10,800	\$80,290	Nil	Nil	\$8,928	\$329,018
	2015	\$204,000	Nil	\$3,600	\$16,140	Nil	Nil	\$8,057	\$231,797

NAME AND PRINCIPAL POSITION	FISCAL YEAR	SALARY	SHARE-BASED AWARDS	OPTION-BASED AWARDS <sup>(1)</sup>	NON-EQUITY INCENTIVE PLAN COMPENSATION		PENSION VALUE	ALL OTHER COMPENSATION <sup>(3)</sup>	TOTAL COMPENSATION
					ANNUAL INCENTIVE PLANS <sup>(2)</sup>	LONG-TERM INCENTIVE PLANS			
DIDIER TOUSSAINT Group President, Government Services Discovery Air Inc.	2016	\$350,000	Nil	\$77,400	\$78,400	Nil	Nil	\$90,528	\$596,328
	2015	\$350,000	Nil	\$16,499	\$81,920	Nil	Nil	\$89,857	\$538,276
	2014	\$350,000	Nil	Nil	\$31,111	Nil	Nil	\$87,000	\$468,111

Notes:

- (1) Option based awards consist of stock options granted pursuant to the Corporation's stock option plans. The fair value of the stock options granted is estimated based on the grant date using the Black-Scholes option-pricing model. The Corporation used this methodology as it is a commonly recognized way of calculating a reasonable estimate of fair value. The key assumptions used in determining fair value for options granted in fiscal year 2015 are as follows: exercise price per share = \$0.86; risk-free rate = 1.52%; dividend yield = 0%; expected volatility = 71%; expected option life = 3-4 years. The fair value of the stock options granted is consistent with the fair value determined in accordance with IFRS-2 – Share-based Payment. Mr. Shavit's option value has been converted to USD based on the Bank of Canada Exchange Rate on January 31, 2015. The fair value of the stock options granted is estimated based on the grant date using an option valuation model using the following weighted average assumptions. The Corporation used this methodology as it is a commonly recognized way of calculating a reasonable estimate of fair value. The key assumptions used in determining fair value for options granted in fiscal year 2016 are as follows: exercise price per share = \$0.30; risk-free rate = 1.10%; dividend yield = 0%; expected volatility = 69%; expected option life = 5 years. The fair value of the stock options granted is consistent with the fair value determined in accordance with IFRS-2 – Share-based Payment. Mr. Shavit's option value has been converted to USD based on the Bank of Canada Exchange Rate on January 31, 2016.
- (2) The Corporation intends to pay all bonuses earned in respect of fiscal year 2016 in fiscal 2017.
- (3) Includes all perquisites and other benefits not reflected in the preceding columns. Please refer to "Discussion of Named Executive Officer Compensation" for an explanation of the perquisites and other benefits included in this column.

### ***Discussion of Named Executive Officer Compensation***

The compensation of the named executive officers is principally made up of a base salary, an AIP award, and stock option grants. Each of the named executive officers is also entitled to certain benefits and perquisites (in the amounts disclosed in the Summary Compensation Table above), including contributions which have been made on their behalf by the Corporation.

#### ***Jacob Shavit***

Mr. Shavit was appointed as the Corporation's President and CEO effective December 13, 2012 and remains in this role as of the date of this Circular. He receives a base salary of USD \$450,000 per year and is eligible to earn an AIP bonus between 0% and 200% of his base salary, with the target bonus being equal to 100% of base salary. His bonus for fiscal year 2016 was determined by the board to be USD \$337,900.

As indicated under "Incentive Plan Awards", Mr. Shavit was granted options to purchase 446,291 Class B Shares on October 30, 2014 with an exercise price of \$0.86 and 2,377,650 Class B Shares on May 11, 2015 with an exercise price of \$0.30<sup>2</sup>. These options vest as to 1/5<sup>th</sup> on the grant date and in four equal tranches on each of the anniversary of the grant date.

In addition to his salary and incentive compensation, Mr. Shavit receives (i) a monthly perquisite allowance of USD\$2,500, (ii) an annual retirement payment in the amount of USD\$22,500, (iii) reimbursement for housing and vehicle costs to a monthly maximum of CAN\$2,500 (the "Living Allowance"), (iv) medical, dental and life insurance benefits under the Corporation's benefits plans, and (v) one round-trip airfare per week between New York, New York and Toronto, Ontario. The Living Allowance and the Benefit Allowance are expressed as amounts net of taxes and source deductions.

On April 30, 2014, the Board reviewed Mr. Shavit's terms of employment and resolved to amend the currency of payment so that all amounts, except the Living Allowance (which relates to his living

<sup>2</sup> Mr. Shavit was granted options to purchase Class B Shares since he is not "Canadian," as defined in the CTA.

expenses in Canada), will be paid in U.S. Dollars. The Board also resolved to apply this change retroactively and pay Mr. Shavit an adjustment using the Canada/U.S. Dollar exchange rate in effect at the time he commenced his employment with the Corporation as the reference rate for such adjustment. This adjustment is reflected in the “All Other Compensation” column of the Summary Compensation Table, above.

### ***Paul Bernards***

As indicated above, Mr. Bernards was appointed CFO of the Corporation effective April 1, 2014. A summary of Mr. Bernards’ compensation for fiscal year 2016 is provided below.

Mr. Bernards was entitled to receive a base salary of \$300,000 for fiscal year 2016 and was eligible to earn an AIP bonus between 0% and 100% of his base salary, with the target bonus being equal to 50% of base salary. His bonus for fiscal year 2016 was determined by the board to be \$111,660.

As indicated under “*Incentive Plan Awards*,” Mr. Bernards was granted options to purchase 319,350 Class A Shares on October 30, 2014 with an exercise price of \$0.86 and 1,127,650 Class A Shares on May 11, 2015 with an exercise price of \$0.30. These options vest as to 1/5<sup>th</sup> on the grant date and in four equal tranches on each of the anniversary of the grant date.

In addition to his salary and incentive compensation, Mr. Bernards received health, and dental, benefits under the Corporation’s benefits plan.

### ***Paul Bouchard***

Mr. Bouchard is the President of Discovery Air Defence Services Inc., a wholly-owned subsidiary of the Corporation. He receives a base salary of \$350,000 per year and is eligible to earn an AIP bonus between 0% and 50% of his base salary, with the target bonus being equal to 25% of base salary. His bonus for fiscal year 2016 was determined by the board to be \$118,740.

As indicated under “*Incentive Plan Awards*,” Mr. Bouchard was granted options to purchase 274,975 Class A Shares on October 30, 2014 with an exercise price of \$0.86 and 595,000 Class A Shares on May 11, 2015 with an exercise price of \$0.30. These options vest as to 1/5<sup>th</sup> on the grant date and in four equal tranches on each of the anniversary of the grant date.

In addition to his salary and incentive compensation, Mr. Bouchard receives (i) a monthly perquisite allowance of \$5,500, (ii) an annual contribution to his RRSP equal to his maximum contribution limit or \$21,000, whichever is less, and (iii) health, and dental benefits under the Corporation’s benefits plan.

### ***Alasdair Martin***

Mr. Martin is the President of Air Tindi Ltd. He receives a base salary of \$229,000 per year and is eligible to earn an AIP bonus between 0% and 40% of his base salary, with the target bonus being equal to 20% of base salary. His bonus for fiscal year 2016 was determined by the board to be \$80,290.

As indicated under “*Incentive Plan Awards*,” Mr. Martin was granted options to purchase 60,000 Class A Shares with an exercise price of \$0.86 on October 30, 2014 and 60,000 Class A Shares on May 11, 2015 with an exercise price of \$0.30. These options vest as to 1/5<sup>th</sup> on the grant date and in four equal tranches on each of the anniversary of the grant date.

In addition to his salary and incentive compensation, Mr. Martin receives (i) a northern living allowance of \$5,400, and (iii) health and dental benefits under the Corporation’s benefits plan.

### ***Didier Toussaint***

Mr. Toussaint is the Group President, Government Services of the Corporation. He receives a base salary of \$350,000 per year and is eligible to earn an AIP bonus between 0% and 50% of his base salary, with the target bonus being equal to 25% of base salary. His bonus for fiscal year 2016 was determined by the board to be \$78,400.

As indicated under “*Incentive Plan Awards*,” Mr. Toussaint was granted options to purchase 274,975 Class A Shares on October 30, 2014 with an exercise price of \$0.86 and 430,000 Class A Shares on May

11, 2015 with an exercise price of \$0.30. These options vest as to 1/5<sup>th</sup> on the grant date and in four equal tranches on each of the anniversary of the grant date.

In addition to his salary and incentive compensation, Mr. Toussaint receives (i) a monthly perquisite allowance of \$5,500, (ii) an annual contribution to his RRSP equal to his maximum contribution limit or \$21,000, whichever is less, and (iii) health and dental benefits under the Corporation's benefits plan.

### INCENTIVE PLAN AWARDS

#### *Outstanding Share-based Awards and Option-based Awards*

The following table sets out for each named executive officer the options outstanding at the end of the Corporation's fiscal year for 2016. There are no share-based awards currently issued and outstanding for named executive officers.

NAME	OPTION-BASED AWARDS				SHARE-BASED AWARDS	
	NO. OF SECURITIES UNDERLYING UNEXERCISED OPTIONS (#)	OPTION EXERCISE PRICE (\$/SHARE)	OPTION EXPIRATION DATE	VALUE OF UNEXERCISED IN-THE-MONEY OPTIONS <sup>(1)</sup> (\$)	NUMBER OF SHARES OR UNITS OF SHARES THAT HAVE NOT VESTED (#)	MARKET OR PAYOUT VALUE OF SHARE-BASED AWARDS THAT HAVE NOT VESTED
Jacob Shavit	446,291	\$0.86	October 30, 2024	Nil	267,775	Nil
	2,377,650	\$0.30	May 11, 2025	Nil	1,902,120	Nil
Paul Bernards	319,350	\$0.86	October 30, 2024	Nil	191,610	Nil
	1,127,650	\$0.30	May 11, 2025	Nil	902,120	Nil
Paul Bouchard	274,975	\$0.86	October 30, 2024	Nil	164,985	Nil
	595,000	\$0.30	May 11, 2025	Nil	476,000	Nil
Alasdair Martin	60,000	\$0.86	October 30, 2024	Nil	36,000	Nil
	60,000	\$0.30	May 11, 2025	Nil	48,000	Nil
Didier Toussaint	274,975	\$0.86	October 30, 2024	Nil	164,985	Nil
	430,000	\$0.30	May 11, 2025	Nil	344,000	Nil

Note:

(1) The value of the unexercised in-the-money options is based on the closing price of the Corporation's Class A Shares on the TSX on January 30, 2016, being \$0.265.

#### *Incentive Plan Awards – Value Vested or Earned During the Year*

The table below sets out the value of compensation under the Corporation's incentive plans earned by or vested in the named executive officers for the year ended January 31, 2016. For more information about the Corporation's stock option and long-term incentive plans, see the "Design Element III - Stock Option and Other Long-Term Incentive Arrangements" section above, and for a discussion of the AIP, see the section under the heading "Design Element II - Variable Compensation." There are no share-based awards currently issued and outstanding for named executive officers.

NAME	OPTION BASED AWARDS – VALUE VESTED DURING THE YEAR <sup>(1)</sup>	SHARE BASED AWARDS – VALUE VESTED DURING THE YEAR (\$)	NON-EQUITY INCENTIVE PLAN COMPENSATION – VALUE EARNING DURING THE YEAR <sup>(2)</sup> (\$)
Jacob Shavit	Nil	Nil	\$337,900 (USD)
Paul Bernards	Nil	Nil	\$111,660
Paul Bouchard	Nil	Nil	\$118,740
Alasdair Martin	Nil	Nil	\$80,290
Didier Toussaint	Nil	Nil	\$78,400

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Notes:

- (1) The value of vested options is determined by assuming the named executive officer exercised those options which vested during the fiscal year ending January 31, 2016 on their vesting date. The value indicated is the difference between the market price of the Corporation's Class A Shares on the vesting date (based on their closing price on the TSX on such date) and the exercise price of the options on the vesting date. Since no options were "in-the-money" on their vesting date, all values are nil.
- (2) Non-equity incentive compensation reflects amounts earned pursuant to the AIP in respect of fiscal year 2016. The Corporation intends to pay all bonuses earned in respect of fiscal year 2016 in fiscal 2017.

### **TERMINATION BENEFITS**

Each named executive officer's employment agreement provides that, in the event of a termination with just cause, the executive is not entitled to any further or incremental compensation from the date of termination. Unless stated otherwise in the terms of an applicable option agreement or incentive plan or approved by the Board, all unvested stock options and unpaid cash incentive plan awards, as the case may be, are cancelled upon a termination with just cause.

Set out below are the termination benefits payable, as at the end of fiscal year 2016, to each named executive officer:

#### *Jacob Shavit*

If Mr. Shavit is terminated without just cause, he will be entitled to: (i) the payment of any accrued and unused vacation up to the termination date; (ii) the payment of any AIP bonus earned but not yet paid for the most recently completed fiscal year preceding the termination date; (iii) the continuation of his base salary, perquisite allowance, retirement allowance and benefit allowance for the Termination Notice Period (as defined below); and (iv) an AIP bonus for the year in which the termination occurs pro-rated for his time served in employment in the year and subject to the achievement of the applicable pay out criteria. The foregoing termination benefits (except those relating to amounts payable to Mr. Shavit as of the termination date or which relate to early vesting of stock options upon a change of control) are contingent on compliance by Mr. Shavit with his post-employment non-competition, non-solicitation and confidentiality covenants. Furthermore, such termination benefits are subject to reduction by 50% of the amount of any compensation earned by Mr. Shavit from personal services provided during the period in which the termination benefits are paid or payable.

The "Termination Notice Period" varies depending on when Mr. Shavit's employment with the Corporation is terminated without just cause. If his employment is terminated after December 13, 2015 but not later than December 13, 2016, the period is 18 months. If his employment is terminated after December 13, 2016, the period is 24 months.

As Mr. Shavit is not currently a Canadian citizen or permanent resident, he is currently working for the Corporation under the terms of a two year work permit. In the event that Mr. Shavit's employment is terminated due to the loss or non-renewal of his work permit or any other required governmental authorization, the Termination Notice Period is deemed to be 6 months. If, however, the loss or non-renewal of the work permit or other required governmental authorization is due to any factor within Mr. Shavit's complete control (other than his residence in the U.S.A.), the Corporation may terminate his employment without paying him the notice pay and other benefits provided for in his employment agreement upon a termination without just cause.

Under the terms of Mr. Shavit's stock option agreements, his stock options would expire and cease to be exercisable by him on the earlier of the expiry date of such options or the date that is 90 days from the date he ceased to perform duties of employment for the Corporation or its subsidiaries. Mr. Shavit's stock options are also subject to the change of control vesting provisions described under the heading "2013 Stock Option Plan."

#### *Paul Bernards*

If Mr. Bernards is terminated without just cause, he will be entitled to: (i) the payment of any accrued and unused vacation up to the termination date; (ii) the payment of any AIP bonus earned but not yet paid for the most recently completed fiscal year preceding the termination date; (iii) the continuation of his base

salary and health and dental benefits for a period of 12 months to the extent permitted by the benefits carriers; and (iv) an AIP bonus for the year in which the termination occurs pro-rated for his time served in employment in the year and subject to the achievement of the applicable pay out criteria. The foregoing termination benefits (except those relating to amounts payable to Mr. Bernards as of the termination date or which relate to early vesting of stock options upon a change of control) are contingent on compliance by Mr. Bernards with his post-employment non-competition, non-solicitation and confidentiality covenants. Furthermore, such termination benefits are subject to reduction by 50% of the amount of any compensation earned by Mr. Bernards from personal services provided during the period in which the termination benefits are paid or payable.

Under the terms of Mr. Bernard's stock option agreements, his stock options would expire and cease to be exercisable by him on the earlier of the expiry date of such options or the date that is 90 days from the date he ceased to perform duties of employment for the Corporation or its subsidiaries. Mr. Bernard's stock options are also subject to the change of control vesting provisions described under the heading *2013 Stock Option Plan.*"

*Paul Bouchard and Didier Toussaint*

If either of Mr. Bouchard or Mr. Toussaint is terminated without just cause, each are entitled to: (i) the continuation of his base salary, perquisite allowance and RRSP contribution on a regular payroll basis for a period of 24 months; (ii) the continuation of the health and dental benefits for a period of 24 months to the extent permitted by the benefit carriers; and (iii) the payment of any AIP award for the last fiscal year completed. The foregoing termination benefits are contingent on compliance by Messrs. Bouchard and Toussaint with their respective post-employment non-competition, non-solicitation and confidentiality covenants.

Under the terms of Messrs. Bouchard and Toussaint's stock option agreements, their stock options would expire and cease to be exercisable by them on the earlier of the expiry date of such options or the date that is 90 days from the date he ceased to perform duties of employment for the Corporation or its subsidiaries. Messrs. Bouchard and Toussaint's stock options are also subject to the change of control vesting provisions described under the heading *2013 Stock Option Plan.*"

*Al Martin*

If Mr. Martin is terminated without just cause, he will be entitled to: (i) the payment of any accrued and unused vacation up to the termination date; (ii) the payment of any AIP bonus earned but not yet paid for the most recently completed fiscal year preceding the termination date; and (iii) the continuation of his base salary, northern living allowance and health and dental benefits for a period of 6 months to the extent permitted by the benefits carriers. The foregoing termination benefits (except those relating to amounts payable to Mr. Martin as of the termination date or which relate to early vesting of stock options upon a change of control) are contingent on compliance by Mr. Martin with his post-employment non-competition, non-solicitation and confidentiality covenants. Furthermore, such termination benefits are subject to reduction by 50% of the amount of any compensation earned by Mr. Martin from personal services provided during the period in which the termination benefits are paid or payable.

Under the terms of Mr. Martin's stock option agreement, his stock options would expire and cease to be exercisable by him on the earlier of the expiry date of such options or the date that is 90 days from the date he ceased to perform duties of employment for the Corporation or its subsidiaries. Mr. Martin's stock options are also subject to the change of control vesting provisions described under the heading *2013 Stock Option Plan.*"

An estimate of the aggregate value of the compensation that each of the named executive officers would receive upon a termination without just cause if such termination had occurred as at the end of fiscal year 2016 is set out in the table below.

NAME	ENTITLEMENT
Jacob Shavit	\$1,111,981 (USD)
Paul Bernards	\$415,188
Paul Bouchard	\$999,796
Al Martin	\$199,254
Didier Toussaint	\$959,456

Each of the named executive officers is subject to non-competition, non-solicitation and confidentiality provisions which continue to apply for the termination period of the agreement.

## SECTION V: OTHER MATTERS

### EQUITY COMPENSATION PLAN INFORMATION

#### *Securities Authorized For Issuance Under Equity Compensation Plan*

The following table lists the number of securities to be issued upon the exercise of outstanding options granted under the Corporation's previous stock option plans and the 2013 Plan, all of which are now governed by the 2013 Plan, and the weighted average exercise price under the outstanding options as at the end of the Corporation's fiscal year for 2016.

PLAN CATEGORY	NUMBER OF SECURITIES TO BE ISSUED UPON EXERCISE OF OUTSTANDING OPTIONS	WEIGHTED AVERAGE EXERCISE PRICE OF OUTSTANDING OPTIONS	NUMBER OF SECURITIES REMAINING AVAILABLE FOR FUTURE ISSUANCE UNDER EQUITY COMPENSATION PLANS
2013 Stock Option Plan	7,904,538	\$0.46	176,349
2010 Stock Option Plan	30,000	\$2.56	Nil
2006 Stock Option Plan	88,860	\$15.67	Nil
Total	8,023,398	\$0.63	176,349

### INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Messrs. Rotman, Krediet and Pasricha are considered to have a material interest in material contracts and transactions with the Corporation, namely, the Secured Debentures, the Shareholders Agreement, and the Letter Agreement (as defined below).

Mr. Rotman is a director, the Co-CEO and Managing Director of Clairvest. Mr. Rotman controls approximately 50% of Clairvest's voting shares. Mr. Krediet is also a director of Clairvest, and Mr. Pasricha is a principal at Clairvest.

Certain of the Clairvest Parties also own or exercise control or direction over the rights attached to the Secured Debentures.

Mr. Krediet personally holds \$2,000,002 original principal amount of Secured Debentures and 1,883,313 Class B Shares.

The Secured Debentures are convertible, in certain circumstances, into a total of 8,814,148 Common Shares.

The terms of the Secured Debentures were amended on March 26, 2012, July 31, 2012, October 25, 2012, May 6, 2013, February 1, 2014, February 24, 2014, May 2, 2014, September 10, 2014, December 5, 2014, March 2, 2015, May 26, 2015, September 4, 2015, December 4, 2015, March 29, 2016 and June 13, 2016. Please refer to the Corporation's 2016 Annual Information Form available on SEDAR at [www.sedar.com](http://www.sedar.com) for a description of the terms of the Secured Debentures and each of the amendments thereto.

In addition, the Corporation entered into the Letter Agreement whereby the Corporation retained Clairvest for the purpose of providing certain advisory services. The annual retainer payable to Clairvest for such services is \$250,000. The Letter Agreement contemplates a term of up to 10 years, subject to earlier termination if (i) Clairvest and its affiliates, including investment funds managed by Clairvest and its affiliates, collectively hold less than 10% of the Common Shares (on a fully-diluted and converted basis), or (ii) after September 23, 2013, the Corporation elects to terminate the Letter Agreement upon meeting certain conditions.

Finally, on March 30, 2016, the Corporation entered into a the Clairvest Loan, providing for a revolving credit facility in the aggregate principal amount of \$12 million, \$2 million of which will be subject to the prior consent of certain Clairvest Parties. All borrowings under the Clairvest Loan bear interest at a rate of 12% per annum payable on a monthly basis, mature on December 31, 2016 and are secured. The Corporation may repay and re-borrow the principal under the Clairvest Loan on customary conditions. Proceeds from the Clairvest Loan will be used to finance aircraft upgrades in support of certain growth initiatives and for business development activities at certain subsidiaries. The Corporation filed a Material Change Report in connection with the Clairvest Loan together with a copy of the credit agreement on March 30, 2016, copies of which are available on SEDAR at [www.sedar.com](http://www.sedar.com).

### **ADDITIONAL MATTERS**

#### ***Additional Information Relating to the Corporation***

Additional information relating to the Corporation is available on SEDAR at [www.sedar.com](http://www.sedar.com).

Financial information in respect of the Corporation and its affairs is provided in the Corporation's annual audited consolidated financial statements for the year ended January 31, 2016 and the related Management's Discussion and Analysis which are available on SEDAR at [www.sedar.com](http://www.sedar.com).

All documents incorporated herein by reference (and available on SEDAR) are also available upon request and will be provided by the Corporation free of charge. All such requests should be submitted to the attention of the Corporation's Secretary at 170 Attwell Drive, Suite 370, Toronto, Ontario, M9W 5Z5.

#### ***Shareholder Proposals***

Eligible shareholders should direct any proposals they plan to present at the annual meeting of shareholders to our Corporate Secretary. In order to be included in the 2017 Management Proxy Circular, proposal must be received at 170 Attwell Drive, Suite 370, Toronto, Ontario, M9W 5Z5 by February 25, 2017.

#### ***Other Matters***

Management knows of no other matter to come before the Meeting other than the matters referred to in the Notice; however, if any other matter properly comes before the Meeting, the accompanying Management Proxy will be voted on such matter in accordance with the best judgment of the person or persons voting the Management Proxy.

### **APPROVAL OF THIS CIRCULAR**

The Board approved the contents of this Circular and authorized it to be sent to each shareholder who is eligible to receive notice of, and to vote his, her or its shares at, the 2016 Annual and Special Meeting of shareholders of the Corporation, as well as to each director and to the auditor.

By Order of the Board

*"David Kleiman"*

David Kleiman  
Vice President, General Counsel  
and Corporate Secretary

July 4, 2016  
Toronto, Ontario, Canada

## **SCHEDULE “A”**

### **Option Plan Resolution Appendix I – Stock Option Plan**

The following is the text of the ordinary resolution that the shareholders are being asked to approve at the Meeting.

**“BE IT RESOLVED THAT:**

- i. The unallocated options, rights or other entitlements with respect to treasury issuances under the Discovery Air Inc. (the “**Corporation**”) 2013 Stock Option Plan (the “**Stock Option Plan**”) are hereby approved.
- ii. The Company shall have the ability to continue granting options under the Stock Option Plan until July 29, 2019, which is three years from the date of the meeting at which approval of the shareholders of the Corporation is being sought.
- iii. Any director or officer of the Corporation be and is hereby authorized to do such things and to sign, execute and deliver all documents that such director and officer may, in their discretion, determine to be necessary in order to give full effect to the intent and purpose of this resolution.”

**APPENDIX I TO SCHEDULE "A"**

**DISCOVERY AIR**

**2013 STOCK OPTION PLAN**

DATED: June 11, 2013

## 1. PURPOSE OF THE PLAN

Discovery Air Inc. (the “**Company**”) hereby establishes a stock option plan for the directors, officers and Service Providers (as defined below) of the Company and its Subsidiaries, to be known as the “Stock Option Plan” (the “**Plan**”). The purpose of this Plan is to give the Company’s board of directors the ability to provide the directors, officers and employees of the Company and its Subsidiaries the opportunity to participate in the progress of the Company by granting to such individuals options to purchase shares of the Company.

## 2. DEFINITIONS

In this Plan, the following terms shall have the following meanings and, where the context requires, any terms in the singular include the plural and vice versa:

“**Affiliate**” has the same meaning as “affiliated companies” found in the *Securities Act* (Ontario).

“**Associate**” has the same meaning given to that term in the *Securities Act* (Ontario).

“**Black-Out Period**” means a time when, pursuant to any policies of the Company, any securities of the Company may not be traded by certain persons as designated by the Company, including any Optionee.

“**Black-Out Expiration Term**” means the ten business days following the end of the Black-Out Period.

“**Board**” means the board of directors of the Company or, in the appropriate circumstances, any duly appointed committee thereof.

“**Change of Control**” means the occurrence of any one or more of the following events:

- (a) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Company or any of its Affiliates, and another corporation or other entity, as a result of which the holders of outstanding Shares prior to the completion of the transaction hold less than 50% of the outstanding Voting Securities of the successor corporation after completion of the transaction;
- (b) the sale, lease, exchange or other disposition, in a single transaction or a series of related transactions, of assets, rights or properties of the Company and/or any of its Subsidiaries which have an aggregate book value greater than 50% of the book value of the assets, rights and properties of the Company and its Subsidiaries on a consolidated basis, to any other person or entity, other than a disposition to a wholly-owned Subsidiary of the Company in the course of a reorganization of the assets of the Company and its Subsidiaries;
- (c) the Board adopts a resolution to wind-up, dissolve or liquidate the Company;
- (d) any person, entity or group of persons or entities acting jointly or in concert (an

“Acquiror”) acquires, directly or indirectly, control or direction over (including, without limitation, the right to vote or direct the voting of) Voting Securities of the Company which, when added to the Voting Securities owned directly or indirectly of record or beneficially by the Acquiror or which the Acquiror has control or direction over, would entitle the Acquiror and/or its Associates and/or its Affiliates to cast or to direct the casting of more than 50% of the votes attached to all of the Company’s outstanding Voting Securities which may be cast to elect directors of the Company or the successor corporation (regardless of whether a meeting has been called to elect directors);

- (e) the Board adopts a resolution determining, in its sole and unfettered discretion, that a Change of Control, or another event that would materially alter the structure of the Company or its ownership, has occurred or is imminent;

provided, however, that for purposes of paragraphs (a) through (d), a Change of Control resulting from:

- (A) the purchase and cancellation by the Corporation of securities of its own issue;
- (B) the acquisition (including upon the exercise of a conversion right or otherwise) of securities of the Corporation by any one or more of the Significant Security Holders or anyone under the control or direction of any one or more of them; or
- (C) a combination of (A) and (B);

shall not constitute a Change of Control.

“**Class A Shares**” means the Class A common voting shares in the capital of the Company.

“**Class B Shares**” means the Class B common variable voting shares in the capital of the Company.

“**Committee**” means the Human Resources Committee of the Board, or any other committee of the Board established to monitor and recommend on compensation matters; or in the absence of any such committee, the Board itself.

“**Disinterested Shareholder Approval**” means disinterested shareholder approval as defined in the policies of the Exchange.

“**Exchange**” means the Toronto Stock Exchange or “TSX” and, if applicable, any other stock exchange or securities market on which the Shares are listed.

“**Expiry Date**” means the date set by the Board under section 3.2 of this Plan, representing the last date on which an Option may be exercised.

“**Grant Date**” means the date specified in an Option Agreement as the date on which an Option is granted.

“**Insider**” has the same meaning given to that term in the *Securities Act* (Ontario) and also includes Associates and Affiliates of the Insider.

“**Liquidity Event**” means any transaction or series of related transactions as a result of or pursuant to which any person, entity or group of persons or entities acting jointly or in concert acquires (i) direction or control over (including, without limitation, the right to vote or direct the voting of) all Voting Securities, or (ii) all or substantially all of the assets of the Company and its Subsidiaries on a consolidated basis, provided that such transaction or series of related transactions effectively results in the sale of the entire Company.

“**Market Price**” of Shares at any date means the weighted average trading price of the Shares on the Exchange or, if the Shares are not listed on the Exchange, such other stock exchange or securities market on which Shares are listed as is selected by the Board, on the five trading days (on which at least one board lot of the Shares was traded) prior to such date. If the Class B Shares are not listed on any stock exchange or securities market, they will be deemed to have the same Market Price as the Class A Shares.

“**Option**” means an option to purchase Shares granted pursuant to this Plan.

“**Option Agreement**” means an agreement, in substantially the form attached hereto as Schedule A, whereby the Company grants an Option to an Optionee.

“**Option Price**” means the price per Option Share specified in an Option Agreement, adjusted from time to time in accordance with the provisions of section 6 of this Plan.

“**Option Shares**” means the aggregate number of Shares which an Optionee may purchase under an Option.

“**Optionee**” means, subject to all applicable laws, each of the directors, officers and employees of the Company or its Subsidiaries granted an Option pursuant to this Plan and their heirs, executors and administrators, and in respect of any assignment of Options by an Optionee pursuant to section 10.4 of this Plan, means any Permitted Assign of such Optionee as the context requires.

“**Permanent Disability**” means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from being employed or engaged by the Company, its Subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its Subsidiaries (including, as a director or officer thereof).

“**Permitted Assigns**” means as applicable an RRSP, RRIF or TFSA of such Optionee.

“**RRIF**” means a registered retirement income fund as defined in the *Income Tax Act* (Canada).

“**RRSP**” means a registered retirement savings plan as defined in the *Income Tax Act* (Canada).

“**SAR**” means a stock appreciation right, being a right, granted by the Company as compensation for

services rendered or in connection with a recipient's office or employment, to receive a payment of cash or an issue or transfer of securities based wholly or in part on changes in the trading price of the Company's Shares.

“**Shares**” means the Class A Shares and the Class B Shares provided that, in the event of any adjustment pursuant to section 6 of this Plan, “**Shares**” shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment.

“**Significant Security Holders**” means any person or company that, as of the effective date of this Plan, has beneficial ownership of, or control or direction over, directly or indirectly, 10% or more of all of the issued and outstanding Shares. For the purpose of the calculation of such percentage, any combination of beneficial ownership or control or direction shall be taken into account, and any securities which are convertible into or exchange for Shares by such person or company as of the effective date of this Plan shall be included.

“**Subsidiary**” means has the same meaning as “subsidiary companies” found in the *Securities Act* (Ontario).

“**TFSA**” means a tax-free savings account as described in the *Income Tax Act* (Canada).

“**Unissued Option Shares**” means the number of Shares, at a particular time, which have been allotted for issuance upon the exercise of an Option but which have not been issued, as adjusted from time to time in accordance with the provisions of section 6 of this Plan, such adjustments to be cumulative.

“**Voting Securities**” means the Shares and any other securities which entitle their holders to vote for the election of directors of the Company.

### **3. OPTION GRANTS AND TERMS OF OPTIONS**

#### **3.1 Grants**

The Board shall have the authority to grant Options to directors, officers and employees of the Company and its Subsidiaries from time to time and to determine the limitations, restrictions, terms and conditions, if any, in addition to those set out in this Plan, applicable to the exercise of an Option, including, without limitation, the nature and duration of any restrictions to be imposed upon the sale or other disposition of Shares acquired upon exercise of the Option. An Optionee may be granted Options on more than one occasion under this Plan and may receive separate Options on any one occasion.

#### **3.2 Option Terms**

The Option Price for each Option shall be set by the Board and shall not be less than the Market Price on the Grant Date. The Board shall determine, in its sole and unfettered discretion, when an Option will become exercisable or terminable, including whether it will be exercisable in installments, pursuant to a vesting schedule or otherwise. The Expiry Date for each Option shall

be set by the Board on the Grant Date, and, subject to section 3.3 below, shall not be more than ten (10) years from the Grant Date. Options shall be non-assignable and non-transferable.

### 3.3 Black-Out Period

Except where not permitted by the Exchange, where an Option expires during a Black-Out Period or during the Black-Out Expiration Term, the term of such Option shall be extended to the end of the applicable Black-Out Expiration Term.

### 3.4 Option Agreements

Each Option shall be confirmed by the execution of an Option Agreement. Each Optionee shall have the option to purchase from the Company the Option Shares within the time and in the manner set out in this Plan and in the Option Agreement applicable to that Optionee. The execution of an Option Agreement shall constitute conclusive evidence that it has been completed in compliance with this Plan.

### 3.5 Limits on Shares Issuable on Exercise of Options

The maximum number of Shares which may be issuable pursuant to Options granted under this Plan, together with all of the Company's other previously established or proposed share compensation arrangements, in aggregate, shall be equal to, but will not exceed at any time, 10% of the total number of the issued and outstanding Shares as of the Grant Date on a non-diluted basis.

The maximum number of Shares issuable to all Insiders of the Company under this Plan, together with the number of Shares issuable to Insiders under all of the Company's other previously established or proposed share compensation arrangements, is limited to not more than 10% of the issued and outstanding Shares at the time of grant. In addition the maximum number of Shares which may be issued to Insiders under this Plan, together with the number of Shares issuable to Insiders under all of the Company's other previously established or proposed share compensation arrangements, may not, in any 12-month period, exceed 10% of the issued and outstanding Shares at the time of grant.

Any Options which are exercised, expired or terminated will be available for re-granting under this Plan.

## **4. EXERCISE OF OPTION**

### 4.1 Manner of Exercise

An Option shall be exercisable by the Optionee delivering to the Company a notice specifying the number of Shares in respect of which the Option is exercised together with payment in full of the Option Price for each such Share. Upon the Company's receipt of such notice and payment there will be a binding contract for the issue of the Option Shares in respect of which the Option is exercised, upon and subject to the provisions of this Plan. Delivery of the Optionee's cheque

payable to the Company in the amount of the Option Price shall constitute payment of the Option Price unless the cheque is not honoured upon presentation in which case:

- (a) the Option shall not have been validly exercised; and
- (b) the Option shall no longer be exercisable unless the Board determines otherwise.

#### 4.2 General Rule

Subject to section 4.3 of this Plan, and any vesting restrictions applicable to the exercise of an Option as stated in the Option Agreement governing such Option, an Option may be exercised to purchase any number of Shares up to the number of Unissued Option Shares at any time after the Grant Date up to 5:00 p.m. (Eastern Time) on the Expiry Date.

#### 4.3 Termination of Affiliation

If an Optionee ceases to be a director, officer or employee of the Company and its Subsidiaries, each Option held by the Optionee shall be exercisable in respect of that number of Unissued Option Shares that have vested pursuant to the terms of the Option Agreement governing such Option as follows:

- (a) Resignation or Otherwise Ceasing to Hold Office. If the Optionee ceases to be employed or engaged by the Company and any of its Subsidiaries (including by way of voluntary resignation, involuntary termination without cause or retirement as a director, officer or employee), each Option held by the Optionee shall be exercisable in respect of that number of Unissued Option Shares that have vested pursuant to the terms of the Option Agreement governing such Option at any time up to but not after the earlier of the Expiry Date of that Option and the date which is 90 days after the Optionee ceases to be a director, officer or employee. In the event that the Optionee's employment is terminated without cause, such Optionee shall be deemed to have ceased to be an employee on the date the Optionee ceases to perform duties of employment for the Corporation and any of its Subsidiaries, and such date shall not be extended due to any rights of the Optionee to receive compensatory payments arising from the termination of his or her employment, whether arising from entitlement to notice of termination of employment, pay in lieu of such notice or otherwise;
- (b) Death or Permanent Disability. Notwithstanding subsection 4.3(a) of this Plan, if the Optionee ceases to be a director, officer or employee of the Company and any of its Subsidiaries due to death or Permanent Disability, each Option held by the Optionee shall be exercisable in respect of that number of Unissued Option Shares that have vested pursuant to the terms of the Option Agreement governing such Option at any time up to but not after the earlier of the Expiry Date of that Option and the date which is twelve (12) months after the date of death or Permanent Disability; and
- (c) For Cause. Notwithstanding subsection 4.3(a) of this Plan, if the Optionee:

- (i) ceases to be employed or engaged by the Company and any of its Subsidiaries for cause, as that term is determined by the Board, or interpreted by the courts of the jurisdiction in which the Optionee is employed or engaged if subject to court review;
- (ii) ceases to be a director, officer or employee of the Company and any of its Subsidiaries by order of any securities commission, recognized stock exchange, or any regulatory body having jurisdiction to so order; or
- (iii) ceases to be eligible to hold office as a director of the Company and any of its Subsidiaries under the provisions of the applicable corporate statute;

each Option held by the Optionee shall be exercisable in respect of that number of Unissued Option Shares that have vested pursuant to the terms of the Option Agreement governing such Option at any time up to but not after the earlier of the Expiry Date of that Option and the date on which the Optionee ceases to be a director, officer or employee.

#### 4.4 Exclusion from Severance Allowance, Retirement Allowance or Termination Settlement

If the Optionee retires, resigns or is terminated from employment or engagement with the Company and any of its Subsidiaries, the loss of the right to purchase Shares pursuant to section 4.3 of this Plan shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatever in respect of such Optionee.

#### 4.5 Amendment of Options by the Board

Notwithstanding subsections 4.3(a) and 4.3(c) of this Plan and in addition to section 5.1 below, the Board reserves the right to amend the terms of an Option granted to any Optionee if such Optionee resigns or is terminated from employment or engagement with the Company and any of its Subsidiaries or such other circumstances as the Board sees fit. The Board shall be entitled, but in no way obligated, to amend the terms of any such granted Option, including the number of Option Shares which an Optionee may purchase under such Option, the Expiry Date of such Option, the vesting provisions of such Option and the Option Price of such Option.

#### 4.6 Amendment of Options of Insiders by the Board

Notwithstanding section 4.5 of this Plan and in addition to section 5.1 below, the Board will not amend the terms of any Option held by an Insider without first receiving the requisite shareholder approval, except that the Board may in its sole and unfettered discretion change the vesting provisions of any Option granted to an Insider.

#### 4.7 Accelerated Vesting and Termination

Further to a resolution of the Board, the Company may, during the term of any Option, give notice in writing to all of the Optionees that all Options outstanding under this Plan that have not vested as at the time of the notice are immediately deemed vested, and all Options outstanding under this Plan that have not been exercised shall cease and terminate and be of no further force

and effect unless the Optionees exercise such Options before their termination on the date specified in such written notice.

#### 4.8 Withholding Taxes

The Company may withhold from any amount payable to an Optionee, either under this Plan or otherwise, such amount as may be necessary to enable the Company to comply with the applicable requirements of any Canadian federal, provincial or local law, or any administrative policy of any applicable tax authority, relating to the withholding of tax or any other required deductions with respect to awards hereunder (“**Withholding Obligations**”). The Company shall also have the right in its sole and unfettered discretion to satisfy any liability for any Withholding Obligations by selling, or causing a broker to sell, on behalf of any Optionee such number of Shares issued to the Optionee upon the exercise of Options granted hereunder sufficient to fund the Withholding Obligations (after deducting commissions payable to the broker) or retaining any amount payable which would otherwise be delivered, provided or paid to the Optionee hereunder. The Company may require an Optionee, as a condition to exercise of an Option, to make such arrangements as the Company may require so that the Company can satisfy applicable Withholding Obligations, including, without limitation, requiring the Optionee to:

- (a) remit the amount of any such Withholding Obligations to the Company in advance;
- (b) reimburse the Company for any such Withholding Obligations; or
- (c) cause a broker who sells Shares acquired by the Optionee under this Plan on behalf of the Optionee to withhold from the proceeds realized from such sale the amount required to satisfy any such Withholding Obligations and to remit such amount directly to the Company.

Any Shares of an Optionee which are sold by the Company, or by a broker engaged by the Company (the “**Broker**”), to fund Withholding Obligations will be sold as soon as reasonably practicable in transactions effected on the Exchange. In effecting the sale of any such Shares, the Company or the Broker will exercise its sole judgment as to the timing and manner of sale and will not be obligated to seek or obtain a minimum price. Neither the Company nor the Broker will be liable for any loss arising out of any sale of such Shares including any loss relating to the manner or timing of such sales, the prices at which the Shares are sold or otherwise. In addition, neither the Company nor the Broker will be liable for any loss arising from a delay in transferring any Shares to an Optionee. The sale price of Shares sold on behalf of Optionees will fluctuate with the market price of the Shares and no assurance can be given that any particular price will be received upon any such sale.

## 5. **AMENDMENT PROCEDURES**

### 5.1 Amendment Procedure

The Company retains the right to terminate this Plan or to amend the terms and conditions of this Plan or any Option Agreement, as applicable, by resolution of the Board (the “**Amendment Procedure**”). Any amendment to this Plan shall take effect only with respect to Options granted after the effective date of such amendment, provided that it may apply to any outstanding Options with the mutual consent of the Company and the Optionees to whom such Options have been granted. Without limiting the generality of the foregoing, the Board may use the Amendment Procedure without seeking shareholder approval when:

- (a) altering, extending or accelerating the terms and conditions of vesting of any Options;

- (b) extending the term of Options held by a person other than a person who, at the time of the extension, is an Insider of the Company;
- (c) accelerating the Expiry Date of Options;
- (d) amending the definitions contained within this Plan;
- (e) amending or modifying the mechanics of exercise of Options as set forth in Section 4, provided however, if no corresponding SAR was granted, payment in full of the Option Price for the Shares shall not be so amended or modified;
- (f) effecting amendments of a “housekeeping” or administrative nature including, without limiting the generality of the foregoing, any amendment for the purpose of curing any ambiguity, error, inconsistency or omission in this Plan or any Option Agreement;
- (g) effecting amendments necessary to comply with the provisions of applicable laws (including, without limitation, the rules, regulations and policies of the Exchange);
- (h) effecting amendments respecting the administration of this Plan;
- (i) effecting amendments necessary to suspend or terminate this Plan; and
- (j) any other amendment, whether fundamental or otherwise, not requiring shareholder approval under applicable law (including, without limitation, the rules, regulations, and policies of the Exchange).

## 5.2 Shareholder Approval

Shareholder approval will be required for the following types of amendments:

- (a) amendments that increase the number of Shares issuable under this Plan, except such increases by operation of Section 6 of this Plan;
- (b) any reduction in the Option Price of an Option if the Optionee is not an Insider at the time of the proposed amendment; and
- (c) amendments required to be approved by shareholders under applicable law (including, without limitation, pursuant to the rules, regulations and policies of the Exchange).

## 5.3 Disinterested Shareholder Approval

Disinterested Shareholder Approval will be required for the following types of amendments:

- (a) amendments to this Plan that could result at any time in the number of Shares reserved for issuance under this Plan to Insiders exceeding 10% of the outstanding issued and outstanding Shares;

- (b) amendments to this Plan that could result at any time in the issuance to Insiders, within a 12 month period, of a number of Shares exceeding 10% of the outstanding issued and outstanding Shares;
- (c) any reduction in the Option Price of an Option if the Optionee is an Insider at the time of the proposed amendment; and
- (d) amendments requiring Disinterested Shareholder Approval under applicable law (including, without limitation, pursuant to the rules, regulations and policies of the Exchange).

## **6. ADJUSTMENT OF OPTION PRICE AND NUMBER OF OPTION SHARES**

### **6.1 Share Reorganization**

Whenever the Company issues Shares to holders of Shares by way of a stock dividend or other distribution, or subdivides all outstanding Shares into a greater number of Shares, or combines or consolidates all outstanding Shares into a lesser number of Shares (each of such events being herein called a “**Share Reorganization**”) then effective immediately after the record date for such dividend or other distribution or the effective date of such subdivision, combination or consolidation, for each Option:

- (a) the Option Price will be adjusted to a price per Share which is the product of:
  - (i) the Option Price in effect immediately before that effective date or record date; and
  - (ii) a fraction the numerator of which is the total number of Shares outstanding on that effective date or record date before giving effect to the Share Reorganization, and the denominator of which is the total number of Shares that are or would be outstanding immediately after such effective date or record date after giving effect to the Share Reorganization; and
- (b) the number of Unissued Option Shares will be adjusted by multiplying (i) the number of Unissued Option Shares immediately before such effective date or record date by (ii) a fraction which is the reciprocal of the fraction described in subsection (a)(ii).

### **6.2 Special Distribution**

Subject to the prior approval of the Exchange, whenever the Company issues by way of a dividend or otherwise distributes to holders of Shares:

- (a) shares of the Company, other than the Shares;
- (b) evidences of indebtedness;
- (c) any cash or other assets, excluding cash dividends (other than cash dividends which the Board has determined to be outside the normal course); or

- (d) rights, options or warrants,

then to the extent that such dividend or distribution does not constitute a Share Reorganization (any of such non-excluded events being herein called a “**Special Distribution**”), and effective immediately after the record date at which holders of Shares are determined for purposes of the Special Distribution, for each Option, the Option Price will be reduced, and the number of Unissued Option Shares will be correspondingly increased, by such amount, if any, as is determined by the Board in its sole and unfettered discretion to be appropriate in order to properly reflect any diminution in value of the Shares as a result of such Special Distribution.

### 6.3 Corporate Reorganization

Whenever there is:

- (a) a reclassification of outstanding Shares, a change of Shares into other shares or securities, or any other capital reorganization of the Company, other than as described in sections 6.1 or 6.2 of this Plan; or
- (b) a consolidation, merger or amalgamation of the Company with or into another corporation resulting in a reclassification of outstanding Shares into other shares or securities or a change of Shares into other shares or securities;

(any such event being herein called a “**Corporate Reorganization**”) the Optionee will, if approved by resolution of the Board in its sole and unfettered discretion, have an option to purchase (at the times, for the consideration, and subject to the terms and conditions set out in this Plan) and will accept on the exercise of such option, in lieu of the Unissued Option Shares which the Optionee would otherwise have been entitled to purchase upon the exercise of his or her vested and unvested Options, the kind and amount of shares or other securities or property that the Optionee would have been entitled to receive as a result of the Corporate Reorganization if, on the effective date thereof, the Optionee had been the holder of all such Unissued Option Shares.

### 6.4 No Fractional Shares

No fractional Shares shall be issued upon the exercise of the Options and accordingly, if as a result of a Share Reorganization or Corporate Reorganization, an Optionee would become entitled to a fractional Share, such Optionee shall have the right to purchase only the next lowest whole number of Shares and no payment or other adjustment will be made with the fractional interest so disregarded. Additionally, no lots of Shares in an amount less than 500 Shares shall be issued upon the exercise of the Option unless such amount of Shares represents the balance left to be exercised under the Option.

## 7. **CHANGE OF CONTROL AND LIQUIDITY EVENT**

### 7.1 Acceleration upon Termination of Employment following a Change of Control

In the event that an Optionee’s employment is terminated without cause by the Company and its

Subsidiaries within twelve (12) months following a Change of Control, all of the Optionee's Options that have not vested at the time of such termination will become immediately vested and exercisable in accordance with section 4.3(a) as if such Options had already vested at the time of such termination. For greater certainty, termination without cause excludes the termination of the Optionee's employment by the Company and its Subsidiaries due to the death or Permanent Disability of the Optionee.

## 7.2 Acceleration upon a Liquidity Event

If, at any time when an Option granted under this Plan remains unexercised, a bona fide offer (for purposes of this section 7.2, an "**Offer**") is made to the Company or its shareholders that, if accepted in whole or in part, would result in a Liquidity Event, the Company shall promptly notify each Optionee of full particulars of the Offer and declare that all Options are immediately deemed vested and that all Options outstanding under this Plan that have not been exercised shall cease and terminate and be of no further force and effect unless the Optionees exercise their Options before their termination on the date when Shares must be tendered pursuant to the Offer, provided such Offer is completed.

If the Offer is not completed within the time and on the terms specified therein, then the Shares received upon such exercise may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Shares, the Option shall be reinstated as if it had not been exercised and the terms upon which such Shares were to become vested pursuant to this section shall be reinstated. If any Shares are returned to the Company under this section 7.2, the Company shall immediately refund the Option Price to the Optionee for such Shares.

## 9. **STOCK APPRECIATION RIGHTS**

### 9.1 Grants of SARs

The Board may, from time to time, grant SARs to any Optionee in conjunction with any grant of Options. Each grant of SARs shall be confirmed within the Option Agreement pertaining to such Options.

### 9.2 Exercise of SARs

An Optionee may only exercise a SAR at the same time, and to the same extent, that the Option related thereto is exercisable. Upon the exercise by an Optionee of any SAR, the corresponding portion of the related Option shall be surrendered to the Company. On the exercise of a SAR, the Optionee shall be entitled to receive such number of Shares or the cash equivalent equal to the excess, if any, of (i) the Market Price of Shares entitled to be acquired upon exercise of such Option as of the date of exercise of the Option, over (ii) the Option Price of such Option. For clarity, and by way of example only, if an Optionee is granted Options to purchase 10,000 Shares at \$1.00, he or she may choose to exercise such Option and the corresponding SAR when the Shares are trading at \$1.50, and thereby receive in consideration for the surrender of such Option 3,333 Shares from the Company  $(((10,000 \times \$1.50) - (10,000 \times \$1.00)) / \$1.50)$  or the cash equivalent.

### 9.3 Other Terms

The provisions of this Plan applicable to Options apply equally to SARs, including section 4.3.

No SAR may be exercised beyond the stated Expiry Date of the corresponding Option.

SARs shall terminate and cease to be exercisable on the termination of the corresponding Option. SARs shall not be transferable except to the extent the corresponding Option is transferable.

## **10. MISCELLANEOUS**

### 10.1 Form of Notice

A notice given to the Company shall be in writing, signed by the Optionee and delivered to the Corporate Secretary of the Company.

### 10.2 Right to Employment

Neither this Plan nor any of the provisions hereof shall in any way be construed to confer on any Optionee the right to continued employment or engagement with the Company or its Subsidiaries or the Company's right to terminate such employment or engagement.

### 10.3 Amendment and Waiver

Subject to pre-clearance with the Exchange and any other prior regulatory approval where required, the Company may from time to time amend any provisions of this Plan, but no such amendment can impair any of the rights of any Optionee under any Option then outstanding and any material amendment to this Plan or increase in the maximum number of Shares which may be issuable under this Plan as set out in section 3.4 of this Plan will require the approval of shareholders of the Company.

### 10.4 No Assignment

- (1) Subject to clause 10.4(2) below, Options shall be non-assignable and non-transferable by the Optionee otherwise than by will or the laws of descent and distribution, and shall be exercisable only by the Optionee during the lifetime of the Optionee and only by the Optionee's legal representative after death of the Optionee (to the extent permitted by section 4.3 of this Plan).
- (2) Notwithstanding clause 10.4(1) above, Options may be assigned by an Optionee to whom an Option has been granted to a Permitted Assign of such Optionee, following which such Options shall be non-assignable and non-transferable by such Permitted Assign, except to another Permitted Assign, otherwise than by will or the laws of descent and distribution, and shall be exercisable only by such Permitted Assign during the lifetime of

such Permitted Assign and only by such Permitted Assign's legal representative after death of such Permitted Assign (to the extent permitted by section 4.3 of this Plan).

#### 10.5 Conflict

In the event of any conflict between the provisions of this Plan and an Option Agreement, the provisions of this Plan shall govern.

#### 10.6 Time of Essence

Time is of the essence of this Plan and of each Option Agreement. No extension of time will be deemed to be or to operate as a waiver of the essentiality of time.

#### 10.7 Entire Agreement

This Plan and the Option Agreement sets out the entire agreement between the Company and the Optionees relative to an Option and supersedes all prior agreements, undertakings and understandings, whether oral or written.

**SCHEDULE A**  
**to**  
**OPTION AGREEMENT**

This Option Agreement is entered into between Discovery Air Inc. (“the **Company**”) and the Optionee named below pursuant to the Stock Option Plan (the “**Plan**”), a copy of which is attached hereto, and confirms that:

- (a) on \_\_\_\_\_, \_\_\_\_\_ (the “**Grant Date**”);
- (b) \_\_\_\_\_ (the “**Optionee**”);
- (c) was granted the option to purchase \_\_\_\_\_ Common Shares (the “**Option Shares**”) of the Company;
- (d) for the price (the “**Option Price**”) of \$\_\_\_\_\_ per share;
- (e) which will become exercisable up to, but not after \_\_\_\_\_, \_\_\_\_\_ (the “**Expiry Date**”), as follows:
  - (i) up to \_\_\_\_\_ Option Shares after \_\_\_\_\_;
  - (ii) up to \_\_\_\_\_ Option Shares after \_\_\_\_\_;
  - (iii) up to \_\_\_\_\_ Option Shares after \_\_\_\_\_; and
  - (iv) up to \_\_\_\_\_ Option Shares after \_\_\_\_\_,
- (f) to which Stock Appreciation Rights do / do not (circle applicable choice) apply,

all on terms and subject to the conditions set out in this Plan.

By signing this Option Agreement, the Optionee acknowledges that the Optionee has read and understands this Plan and agrees to the terms and conditions of this Plan and this Option Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

DISCOVERY AIR INC.

\_\_\_\_\_  
Optionee

By: \_\_\_\_\_  
Authorized Signatory

## SCHEDULE “B”

### BOARD OF DIRECTORS MANDATE DISCOVERY AIR INC.

Board Approved:  
July 3, 2014

#### 1. PRIMARY ROLE OF THE BOARD

The directors (collectively, the “Board”) of Discovery Air Inc. (the “Corporation”) are responsible for the stewardship of the Corporation. The *Canada Business Corporations Act* (the “CBCA”), the statute that governs the Corporation, provides that the stewardship responsibility of the Board consists primarily of the duty to manage or supervise the management of the business and affairs of the Corporation. The CBCA further authorizes the Board, subject to certain exceptions, to delegate to an officer or officers of the Corporation powers to manage the business and affairs of the Corporation. As authorized by the CBCA and for the purpose of effectively discharging the Board’s stewardship responsibility, (a) the Board has delegated to the chief executive officer of the Corporation (the “CEO”) many of the Board’s powers and much of the Board’s authority to manage the business and affairs of the Corporation, and (b) the Board has assumed the duty to supervise the CEO’s management of the business and affairs of the Corporation.

#### 2. THE ROLE OF BOARD COMMITTEES

As authorized by the CBCA, the Board may appoint committees of directors (“Board committees”) and, subject to certain limitations set out in the CBCA, may delegate to any Board committee any of the powers of the Board. The Board may also require any such Board committee to take specified actions for the purpose of assisting the Board to discharge the Board’s duties.

#### 3. STANDARD OF CONDUCT

As required by the CBCA, every member of the Board (a “Director”) must, in discharging his or her duties,

- (a) act honestly and in good faith with a view to the best interests of the Corporation, and
- (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

Accordingly, the action which the Board or a Board committee must take to discharge each of its duties in any circumstances is the action (the “Diligent Action”) which could reasonably be expected to be taken in comparable circumstances by a person (1) acting honestly and in good faith with a view to the best interests of the Corporation, and (2) exercising the care, diligence and skill that a reasonably prudent person would exercise.

#### 4. CATEGORIES OF BOARD DUTIES

The Board believes that the Board’s duties fall broadly into two categories: (1) the duties (the “Ordinary Course Duties”) which the Board must discharge in the ordinary course of acting as the steward of the Corporation and supervising the CEO’s management of the business and affairs of the Corporation; and (2) the duties (the “Extraordinary Duties”) which the Board must discharge when the Board, the CEO or the Corporation is confronted with unusual circumstances such as (but not limited to) consideration of a take-over bid, merger, significant acquisition or other significant transaction or event outside the ordinary course of the Corporation’s business.

#### 5. THE BOARD’S ORDINARY COURSE DUTIES

The Board acknowledges and accepts the following Ordinary Course Duties:

## Financial Reporting and Disclosure

- A. Governments, securities commissions, stock exchanges and other agencies and instrumentalities having jurisdiction over the Corporation (collectively, the “Regulators”) have promulgated and will continue to promulgate laws, regulations, rules, policies and other requirements relating to financial reporting and disclosure by the Corporation (collectively, the “Financial Reporting Rules”). The Board shall take, or require the appropriate Committee of the Board (the “Audit Committee”) to take, Diligent Action to gain and maintain reasonable assurance that the senior officers of the Corporation (collectively, “Management”), the Board and the Corporation meet all financial reporting and disclosure obligations (“Financial Reporting Obligations”) imposed on them by the Financial Reporting Rules. The Board recognizes that the most significant Financial Reporting Obligations are as follows:
- (a) Management must prepare (1) comparative financial statements of the Corporation relating separately to each financial year of the Corporation (the “Current Year”) and the financial year of the Corporation next preceding the Current Year (the “Preceding Year”), and (2) Management discussion and analysis (“MD&A”) relating to such financial statements;
  - (b) Management must prepare (1) comparative interim financial statements of the Corporation relating separately to each of the three-month, six-month and nine-month periods of the Current Year and the Preceding Year, and (2) MD&A relating to such financial statements;
  - (c) each comparative financial statement of the Corporation specified in subsection(a) above (a “Current Annual Statement”), each comparative interim financial statement of the Corporation specified in subsection (b) above (a “Current Quarterly Statement”) and the MD&A relating to each such financial statement must:
    - (i) in the case of each Current Annual Statement and each Current Quarterly Statement (a “Current Financial Statement”), present fairly, in all material respects, the financial position of the Corporation, the results of its operations and its cash flows in accordance with International Financial Reporting Standards;
    - (ii) be made up and certified as required by the Financial Reporting Rules;
    - (iii) in the case of each Current Annual Statement, be accompanied by a report thereon (the “Required Report”) prepared in accordance with the Financial Reporting Rules by a firm of chartered accountants (the “external auditor”) which is objective and independent;
    - (iv) be approved by the Board and be filed with Regulators in compliance with the Financial Reporting Rules; and
    - (v) be sent to holders of the Corporation’s securities in compliance with the Financial Reporting Rules;
  - (d) in compliance with and subject to the Financial Reporting Rules, the Board must place before each annual meeting of shareholders of the Corporation and send to each shareholder of the Corporation each Current Annual Statement;
  - (e) subject to and in compliance with the Financial Reporting Rules, where a material change (as defined in the Financial Reporting Rules) occurs in the affairs of the Corporation, the Corporation must
    - (i) forthwith issue a news release authorized by a member of Management disclosing the nature and substance of the material change (a “Material Change News Release”), and
    - (ii) file a report of such material change (a “Material Change Report”) with Regulators as soon as practicable after (and in any event within ten days of) the date on which the material change occurs; and

- (f) all financial information concerning the Corporation which is disseminated to the public by or on behalf of the Corporation must be accurate, complete and fairly presented.
- B. The Board shall also take Diligent Action to:
- (a) gain and maintain reasonable assurance that the composition, authority and responsibilities of the Audit Committee conform to and comply with the Financial Reporting Rules;
  - (b) nominate a firm of objective and independent chartered accountants (the “proposed auditor”) for appointment as the external auditor by the holders of the Class A common voting shares and the Class B common variable voting shares (collectively, the “Common Shares”) in the capital of the Corporation;
  - (c) fix the compensation and the terms of engagement of the external auditor; and
  - (d) gain and maintain reasonable assurance that the Corporation is in compliance with its obligations under tax, employment and similar laws and regulations (“Employment Obligations”).
- C. The Board shall empower and require the Audit Committee to:
- (a) recommend to the Board
    - (i) the proposed auditor to be nominated by the Board for appointment as the external auditor by the holders of Common Shares of the Corporation; and
    - (ii) the compensation of the external auditor;
  - (b) take Diligent Action to oversee the work of the external auditor in preparing and issuing a Required Report and performing other audit, review and attest services for the Corporation;
  - (c) take Diligent Action to resolve disagreements between Management and the external auditor regarding financial reporting;
  - (d) when it is appropriate to do so, pre-approve all non-audit services proposed to be provided to the Corporation or its subsidiary entities by the external auditor; for purposes of this mandate,
    - (i) “audit services” means the professional services rendered by the external auditor for the audit and review of the Corporation’s financial statements and services that are normally provided by the external auditor in connection with statutory and regulatory filings or engagements, and
    - (ii) the term “non-audit services” means services other than audit services;
  - (e) review the Corporation’s financial statements, related MD&A, annual shareholder meeting materials and proxy circular and related annual and interim news releases before the Corporation publicly discloses such information;
  - (f) take Diligent Action to gain and maintain reasonable assurance that the Corporation has adequate procedures in place for the review of the Corporation’s public disclosure of financial information extracted or derived from the Corporation’s financial statements;
  - (g) establish procedures for
    - (i) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal controls or auditing matters (“Financial Complaints”),
    - (ii) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters (“Financial Concerns”), and
    - (iii) the reporting to the Audit Committee of all such Financial Complaints and Financial Concerns;
  - (h) review and approve the Corporation’s hiring policies regarding partners, employees and former partners and employees of the present and any former external auditor; and

- (i) review annually the expenses of the Chair of the Board, the CEO and the CFO for the purpose of gaining reasonable assurance as to the reasonableness of such expenses.
- D. Upon the demand of the external auditor, the Board shall:
- (a) furnish to the external auditor
    - (i) such information and explanations, and
    - (ii) such access to records, documents, books, accounts and vouchers of the Corporation and its subsidiaries, as the Board is reasonably able to furnish and as are, in the opinion of the external auditor, necessary to enable the external auditor to make the examination (the “Required Examination”) of the Corporation’s financial statements required by the Financial Reporting Rules and to make the Required Report; and
  - (b) obtain from the present or former directors, officers, employees and agents of any subsidiary of the Corporation and furnish to the external auditor the information and explanations
    - (i) that such present or former directors, officers, employees and agents are reasonably able to furnish, and
    - (ii) that are, in the opinion of the external auditor, necessary to enable the external auditor to make the Required Examination and the Required Report.
- E. The Board shall delegate to the Audit Committee the power and authority to communicate directly with the external auditor and the Corporation’s internal auditor.

### **Strategic Planning**

- A. The Board shall require the CEO, in collaboration with the Board, to develop and to present to the Board:
- (a) the primary objective(s) which the CEO proposes to pursue in managing the business and affairs of the Corporation (the “Primary Objective(s)”), and
  - (b) a plan which the CEO proposes to implement which is designed to enable the Corporation to achieve the Primary Objective(s) (the “Strategy”) and which takes into account, amongst other things, the Corporation’s strengths and weaknesses, the opportunities for and threats to the Corporation’s business and the Board’s risk tolerance level.
- B. The Board shall take Diligent Action to gain reasonable assurance as to:
- (a) the appropriateness of the Primary Objective(s);
  - (b) whether the Strategy, if executed, is reasonably likely to enable the Corporation to achieve the Primary Objective(s); and
  - (c) whether the Strategy is reasonably capable of being executed by Management.
- C. If the Board gains reasonable assurance as to the appropriateness of the Primary Objective(s), the Board may approve the Primary Objective(s) (the “Approved Primary Objective(s)”).
- D. If the Board gains reasonable assurance that (1) the Strategy, if executed, is reasonably likely to enable the Corporation to achieve the Approved Primary Objective(s), and (2) the Strategy is reasonably capable of being executed by Management, then the Board may approve the Strategy (the “Approved Strategy”).
- E. The Board shall take Diligent Action to monitor Management’s implementation of the Approved Strategy and the Corporation’s progress toward achieving the Approved Primary Objective(s).
- F. If at any time the Board is of the opinion that
- (a) the Approved Primary Objective(s) is or are no longer appropriate,

- (b) an Approved Strategy is no longer reasonably capable of being executed by Management, or
- (c) an Approved Strategy is no longer reasonably likely to enable the Corporation to achieve the Approved Primary Objective(s),

the Board shall require the CEO to develop and present to the Board revised Primary Objective(s) and/or a revised Strategy, as the case may be, and the Board must then deal with the revised Primary Objective(s) and/or revised Strategy in the manner specified in sections B, C, D and E above.

### **Risk Management**

- A. The Board shall take Diligent Action to gain and maintain reasonable assurance that the strategic, operational, reporting and compliance risks of the Corporation's business ("Risks") are identified in a timely manner and are effectively assessed, monitored and managed. In particular, the Board shall take Diligent Action to gain and maintain reasonable assurance that:
  - (a) Management develops for the Corporation a formalized, disciplined and integrated enterprise risk management process ("ERM") (1) which can reasonably be expected to enable Management to identify in a timely manner and to effectively assess, monitor and manage Risks, and (2) which is reasonably capable of being implemented and sustained by Management;
  - (b) Management develops a policy (the "ERM Policy") which accurately sets out the risk philosophy of the Corporation and the expectations and accountabilities for identifying, assessing, monitoring and managing Risks;
  - (c) Management fully implements and sustains the ERM in compliance with the ERM Policy;
  - (d) the ERM Policy continues to set out accurately the risk philosophy of the Corporation and the expectations and accountabilities for identifying, assessing, monitoring and managing Risks;
  - (e) in a timely manner, Management identifies the most significant Risks ("Principal Risks"), including those Risks related to or arising from the Corporation's weaknesses, the threats to the Corporation's business and the assumptions underlying the Approved Strategy;
  - (f) the insurance coverages maintained by the Corporation relating to Principal Risks are adequate; and
  - (g) Management directly and effectively assesses, monitors and manages Principal Risks in compliance with the ERM Policy.

### **Human Resources**

- A. The Board shall take, or require the appropriate Board committee (the "Human Resources Committee") to take, Diligent Action to gain and maintain reasonable assurance that there exist within the Corporation effective policies and practices to enable the Corporation to attract, develop and retain the human resources required by the Corporation to meet the Primary Objective(s). In particular, the Board shall take, or require the Human Resources Committee to take, Diligent Action to gain and maintain reasonable assurance that:
  - (a) the Corporation's overall compensation philosophy for all employees balances the objectives (the "Compensation Objectives") of
    - (i) attracting, developing and retaining highly competent employees,
    - (ii) appropriately and fairly incenting and rewarding strong performance by employees and the Corporation in both the short term and the longer term, and
    - (iii) maintaining the Corporation's employee costs at a competitive level;

- (b) the compensation program for members of Management consists of an appropriate combination (an “Appropriate Compensation Combination”) of base salary, a short term incentive plan, a longer term incentive plan and other benefits;
- (c) the Corporation establishes and maintains an appropriate succession plan (a “Succession Plan”) which identifies the potential short-term and longer-term successors to the CEO and the holders of all other Management and senior manager’s positions in the Corporation; and
- (d) the Corporation establishes and maintains effective policies and practices (“Training Policies and Practices”) which, in conjunction with the Succession Plan, provide for training, monitoring and continuously improving the skills of senior managers and employees.

B. The Board shall also take, or require the Human Resources Committee to take, Diligent Action to:

- (a) establish and maintain a clear written position description for the CEO which reflects the Board’s delegation to the CEO of powers and authority to manage the business and affairs of the Corporation and which delineates the CEO’s responsibilities;
- (b) employ as the CEO a person whom the Board believes is capable of managing the business and affairs of the Corporation in a manner which will enable the Corporation to achieve the Primary Objective(s);
- (c) approve the terms and conditions of the CEO’s employment by the Corporation, including any changes to such terms and conditions;
- (d) establish, maintain and implement a formal process for annually assessing the performance of the CEO, taking into account the CEO’s position description and the goals and objectives of the Corporation which have been approved by the Board and which the CEO is responsible for meeting;
- (e) Receive from the CEO and review his assessment regarding the performance of the senior leadership team and their individual objectives’ level of achievement, including his recommendations of (i) bonuses, for approval by the Human Resources Committee and (ii) objectives for the following year; and
- (e) after consultation with the CEO, recommend to the Board for appointment, all other officers of the Corporation including the terms and conditions of each such officer’s employment by the Corporation, including any changes to such terms and conditions.

C. The Board shall:

- (a) establish, maintain and communicate to the CEO a policy which defines the limits of the CEO’s powers, authority and accountability to the Board in managing the business and affairs of the Corporation; and
- (b) require the Human Resources Committee to:
  - (i) recommend for Board approval comprehensive compensation and benefit programs for the CEO, for other members of Management and for other senior managers, including the criteria (which shall incorporate relevant corporate goals and objectives) against which the performance of the Corporation, the CEO, other members of Management and other senior managers will be evaluated for purposes of any incentive plans (“Incentive Plans”) included in such compensation programs;
  - (ii) advise the Board of the Human Resources Committee’s evaluation of the actual performance of the Corporation, the CEO, each other member of Management and each other senior manager against the criteria approved by the Board for purposes of the Incentive Plans, and make recommendations to the Board with respect to compensation levels (including the CEO’s compensation level) based on such evaluations; and

- (iii) review and make recommendations to the Board respecting any proposed public disclosure of executive compensation by the Corporation before the Corporation publicly discloses such information.

### **Governance Structures and Practices**

- A. The Board shall be responsible for developing and managing the Corporation's approach to corporate governance, including a set of corporate governance principles and guidelines specifically applicable to the Corporation and shall take Diligent Action to gain and maintain reasonable assurance that:
  - (a) the composition and structures of the Board and Board committees (the "Governance Structures") are appropriate for the Corporation, and
  - (b) Board and Board committee practices (the "Governance Practices") enable the Board to discharge the Board's duties in a highly effective manner. To that end, the Board shall establish and maintain Governance Structures and Governance Practices which include, amongst other things, the following:
    - (i) a majority of the members of the Board shall be independent. For purposes of this mandate, a Director is independent if
      - a. the Director has no direct or indirect relationship with the Corporation which, in the view of the Board, could reasonably be expected to interfere with the exercise of the Director's independent judgment; and
      - b. the Director is not an individual who is considered to have a material relationship with the Corporation under section 1.4 of *National Instrument 52-110 - Audit Committees* ("NI 52-110");
    - (ii) the Chair of the Board shall not be a member of Management; and in the event the Chair of the board is not independent, a Lead Director shall be appointed;
    - (iii) every member of the Audit Committee shall be
      - a. an independent Director and satisfy the additional independence requirements in section 1.5 of NI 52-110, and
      - b. "financially literate" within the meaning of section 1.6 of NI 52-110;
    - (iv) a majority of the members of the Human Resources Committee shall be independent Directors;
    - (v) the Board, as a whole, shall possess the competencies and skills required to enable the Board to discharge the Board's duties;
    - (vi) the number of Directors constituting the Board shall facilitate effective decision-making by the Board;
    - (vii) the Board shall take steps to determine on an annual basis whether the Governance Practices are met by reviewing and ensuring that:
      - a. a majority of the Directors are independent;
      - b. the Board Chair is not a member of Management and that if the Board Chair is not independent, a Lead Director has been appointed;
      - c. a majority of the members of the Human Resources Committee are independent Directors; and
      - d. every member of the Audit Committee is:
        - 1. an independent Director and satisfies the additional independence requirements in section 1.5 of NI 52-110, and
        - 2. "financially literate" within the meaning of section 1.6 of NI 52-110;
    - (viii) the Board shall take the following steps for the purpose of gaining and maintaining reasonable assurance that the Board, the Board Chair and the members of the Board committees satisfy the requirements in the Board mandate:
      - a. obtain annually from each Director a written declaration containing:

- i. a description of every direct or indirect relationship (an “Actual Relationship”) which such Director has with the Corporation;
    - ii. a statement as to whether such Director is an individual who is considered to have a material relationship (a “Considered Relationship”) with the Corporation under the terms of *National Instrument 58-101 - Disclosure of Corporate Governance Practices*;
    - iii. if such Director has an Actual Relationship or Considered Relationships with the Corporation, a description of each such Considered Relationship;
    - iv. an undertaking by such Director to advise the Committee promptly of (1) any changes to any Actual Relationship or Considered Relationship described in the Declaration, and (2) any Actual Relationship or Considered Relationship which such Director has with the Corporation which comes into existence subsequent to the time the Declaration is obtained by the Committee from such Director;
  - b. determine whether any Actual Relationship which a Director has with the Corporation could reasonably be expected to interfere with the exercise of such Director’s independent judgment; and
  - c. recommend and make, and where appropriate, changes to the composition of the Board or any of its committees which may be necessary or advisable as a result of any Director or Directors having Actual Relationships or Considered Relationships with the Corporation.
- (ix) The Board shall be responsible and take Diligent Action with respect to certain Director nomination, compensation and orientation matters as follows:
- a. identifying individuals qualified to become new Directors;
  - b. after considering the competencies and skills that (1) the Board believes to be necessary for the Board, as a whole, to possess, (2) the Board believes each existing Director to possess, and (3) any proposed new nominee will bring to the Board, recommending qualified individuals as nominees for election to the Board at a meeting of shareholders of the Corporation; or for appointment by the Board to fill casual vacancies in the Board;
  - c. prior to each annual meeting of shareholders of the Corporation, approve:
    - i. the individuals proposed for election as Directors by the shareholders of the Corporation;
    - ii. the composition of each Board committee;
    - iii. the chair of each Board committee; and
    - iv. a Director or proposed Director to be appointed as the Board Chair, and if applicable, a Lead Director;
  - d. annually reviewing and making recommendations to the Board regarding the form and amount of compensation for Directors; taking into consideration the form and amount of compensation being paid by other companies selected by the Board, each of which carries on a business of comparable size, market float and complexity to the Corporation’s business;
  - e. gain and maintain reasonable assurance that each new Director engages in a comprehensive orientation process directed to enabling the new Director to understand fully (i) the role of the Board and all Board committees, (ii) the contribution that every Director is expected to make to governing the Corporation, including the commitment of time and energy expected of every Director, and (iii) the nature and operation of the Corporation’s business and affairs; and

- f. gain and maintain reasonable assurance that all Directors are provided with continuing education opportunities to maintain and enhance Directors' skills and abilities as directors and to permit Directors' knowledge and understanding of the nature and operation of the Corporation's business and affairs.
- (x) as a part of regularly scheduled meetings of the Board, the Board shall hold a separate discussion of the Directors at which no member of Management is in attendance;
- (xi) as a part of regularly scheduled meetings of the Board, if requested by the Lead Director, the independent Directors shall hold a separate discussion of the Directors at which none of the non-independent Directors or members of Management are in attendance;
- (xii) the Board may delegate certain powers to committees of the Board, including *ad hoc* or special committees as appropriate, and shall establish and maintain a written mandate for the Board and a written charter for each Board committee; the charter for each Board committee shall clearly establish the committee's purpose and responsibilities, committee member qualifications, member appointment and removal processes, structure and operations (including any authority of the committee to delegate powers to individual members and subcommittees) and the manner in which the committee will report to the Board;
- (xiii) Bi-annually, or more frequently at the request of the Corporate Secretary of the Corporation as a result of legislative or regulatory changes, the Board shall review and assess the adequacy of the Board mandate and the committee charters taking into account all applicable legislative and regulatory requirements as well as any best practice guidelines recommended by regulators and stock exchanges with which the Corporation has reporting relationships. After its consideration of such matters, the Board may approve amendments to the mandate or committee charters, provided that for minor technical amendments to the mandate and any committee charter, authority is delegated to the Corporate Secretary of the Corporation, who will report any such amendments to the Board at the next regular meeting following such change;
- (xiv) the Board shall establish and maintain clear written position descriptions for the Chair of the Board and the Chairs of the Board committees;
- (xv) the Board shall establish and maintain a clear written position description for an individual Director which shall set out the expectations and responsibilities of a Director, including basic duties and responsibilities with respect to attendance at Board and Board committee meetings and advance review of meeting materials;
- (xvi) the Board shall establish, maintain and implement appropriate processes for regularly assessing
  - a. the effectiveness of the Board, taking into account the Board's mandate,
  - b. effectiveness of the Chair of the Board and if applicable, the Lead Director, taking into account the position description for each such position,
  - c. the effectiveness and contribution of each Board committee, taking into account such committee's charter,
  - d. the effectiveness of the Chair of each Board committee, taking into account the position description for Chairs of Board committees, and
  - e. the effectiveness and contribution of each individual Director, taking into account the position description for an individual Director as well as the competencies and skills which such Director is expected to bring to the Board;

- (xvii) the Board shall satisfy itself that the Board, as a whole, possesses the competencies and skills required to enable the Board to discharge the Board's duties (the "Requisite Competencies and Skills").
- (xviii) the Board shall establish and maintain a process by which any Director may, at the expense of the Corporation, engage independent counsel or other advisors to provide advice to the Director with respect to the Director's discharge of his or her duties as a Director;
- (xix) the Board shall confer on each Board committee the authority (1) to engage independent counsel and other outside advisors as the committee deems necessary to carry out its duties, and (2) to set and (at the expense of the Corporation) pay the compensation for any independent counsel or other outside advisor engaged by the committee; and
- (xx) the Board shall impose on each Board committee the obligation to report promptly to the Board all conclusions and decisions reached by the committee as a result of taking the Diligent Action and discharging the other duties imposed on the committee by the Board.

#### **Governance Culture**

- A. The Board shall take Diligent Action to establish and sustain amongst all Directors a culture which incorporates the following attitudes, values, and convictions:
  - (a) acceptance of the Board's accountability for the Corporation's performance;
  - (b) the conviction that Directors owe each other their best efforts in carrying out their duties and exercising their authority;
  - (c) insistence on the highest level of honesty and integrity in all actions of the Board, Management and other senior managers and employees of the Corporation;
  - (d) trust and respect amongst Directors;
  - (e) open sharing of all relevant information amongst Directors and amongst Directors and Management; and
  - (f) the acceptance and respect of differing opinions.

#### **Miscellaneous Duties**

- A. The Board shall also take, or require a Board committee to take, Diligent Action to:
  - (a) establish, maintain and monitor compliance with a written code of business conduct and ethics (the "Code of Business Conduct") applicable to Directors, officers and employees of the Corporation; the Code of Business Conduct must constitute standards reasonably designed to promote integrity and to deter wrongdoing and must address the following issues:
    - (i) conflicts of interest, including transactions and agreements in respect of which a Director or member of Management has a material interest;
    - (ii) protection and proper use and exploitation of the Corporation's assets and opportunities;
    - (iii) confidentiality of private information relating to the business and affairs of the Corporation;
    - (iv) fair and ethical dealing with the Corporation's security holders, customers, suppliers, competitors and employees;
    - (v) compliance with applicable laws, rules and regulations; and
    - (vi) reporting of any illegal or unethical behavior or other breaches of the Code of Business Conduct;

- (b) require waivers of compliance with the Code of Business Conduct granted for the benefit of any Director or member of Management to be granted only by the Board or an appropriately empowered Board committee;
- (c) gain and maintain reasonable assurance as to the integrity, comprehensiveness and effectiveness of those elements of the Corporation (including its resources, management information systems, processes, culture, structure and tasks) which, taken together (the “Internal Controls”), support the Corporation’s personnel in meeting the Corporation’s objectives and obligations, including the Financial Reporting Obligations;
- (d) establish, maintain and monitor compliance with a written communications policy for the Corporation (the “Communications Policy”); the Communications Policy must, amongst other things, establish and assign accountability for monitoring Internal Controls relating to the issuance of Material Change News Releases and the filing with Regulators of Material Change Reports;
- (e) to the extent feasible, gain and maintain reasonable assurance (i) as to the integrity of the CEO and the other members of Management, and (ii) that the CEO and the other members of Management create and maintain a culture of integrity throughout the Corporation;
- (f) gain and maintain reasonable assurance that appropriate policies and processes relating to protection of the environment and to the health and safety of the Corporation’s employees, customers and other stakeholders (“E,H&S Policies”) exist and are implemented throughout the Corporation;
- (g) require the CEO to develop, and to present to the Board for assessment and approval, a statement of the philanthropic activities in which the Corporation will engage;
- (h) gain and maintain reasonable assurance that appropriate policies and processes governing the Corporation’s philanthropic activities (“Charitable Policies”) exist and are implemented; and
- (i) gain and maintain reasonable assurance that Management, the Board and the Corporation comply with the applicable laws, regulations, rules, policies and other requirements promulgated by Regulators relating to the following matters (the “Corporate Rules”):
  - (i) the composition of the Board;
  - (ii) calling and holding of meetings of the Board;
  - (iii) the composition of Board committees;
  - (iv) the disclosure of conflicts of interest by Directors and members of Management;
  - (v) securities registers and registers of transfers of securities;
  - (vi) the calling and holding of meetings of shareholders;
  - (vii) soliciting proxies, including providing shareholders with forms of proxy, information circulars and notices of meetings;
  - (viii) filing forms of proxy, information circulars and notices of meetings with Regulators; and
  - (ix) filing annual information forms and material contracts with Regulators.

## **6. THE BOARD’S EXTRAORDINARY DUTIES**

When the Board, the CEO or the Corporation is confronted with unusual circumstances which give rise to Extraordinary Duties, the Board or a Board committee shall:

- (a) seek expert advice as to (1) the nature of the Extraordinary Duties arising from such unusual circumstances, and (2) the Diligent Action which the Board or the Board committee must take to discharge those Extraordinary Duties; and
- (b) where appropriate, take the Diligent Action specified by such expert advice.

## SCHEDULE "C"

### AUDIT COMMITTEE CHARTER DISCOVERY AIR INC.

Board Approved:  
September 7, 2012

#### 1. PURPOSE

The Board of Directors (the "Board") is responsible for the stewardship of Discovery Air Inc. (the "Corporation"). That stewardship consists primarily of the duty to supervise the management of the business and affairs of the Corporation. To discharge that duty, the Board must supervise all significant aspects of the management of the business and affairs of the Corporation and its subsidiaries.

**A. Corporate Obligations to Be Supervised.** The following obligations of the senior officers of the Corporation ("Management"), the Board and the Corporation (the "Financial Obligations") are, amongst others, significant aspects of the management of the business and affairs of the Corporation:

- (a) financial reporting and disclosure in compliance with applicable law;
- (b) the appointment by the shareholders of the Corporation of a firm of chartered accountants as the external auditor of the Corporation (the "External Auditor");
- (c) monitoring the work of the External Auditor;
- (d) maintenance by Management of effective controls over the Corporation's financial reporting and disclosure;
- (e) maintenance by Management of effective policies and guidelines related to the management of the risks (the "Financial Risks") associated with Management, the Board and the Corporation meeting the Financial Obligations; and
- (f) effective management of the Corporation's financial resources, assets and obligations.

**B. Authority.** The fundamental duty of the Board in supervising efforts to meet the Financial Obligations is to gain and maintain reasonable assurance that the Financial Obligations are being met. The Board believes its duty in this regard will be most effectively discharged if the Board is assisted by a committee of the Board which is empowered and required:

- (a) to take all actions (the "Diligent Actions") which, in the opinion of the Board or the committee, are necessary or desirable for the committee to gain and maintain reasonable assurance that the Financial Obligations are being met, and
- (b) to report to the Board the conclusions reached by the committee as a result of taking the Diligent Actions.

#### 2. ESTABLISHMENT/CONTINUATION OF AUDIT COMMITTEE

The Board has established and hereby continues the existence of a committee of the Board known as the Audit Committee (the "Committee"). The Committee is hereby empowered and required to take the Diligent Actions and to report to the Board the conclusions reached by the Committee as a result of taking the Diligent Actions.

### 3. COMPOSITION

- A. Composition.** The Committee shall consist of at least three directors of the Corporation (collectively, the “Members”), one of whom shall serve as the Chair of the Committee (the “Committee Chair”). All members shall be Independent (as that term is defined herein) and Financially Literate (as that term is defined herein).
- B. Appointment and Removal.** The Board shall appoint, and may remove, any of the Members and the Committee Chair at any time and from time to time.
- C. Definitions.** For the purpose of this Charter
- (a) a member is “Independent” if
    - i. the Member has no direct or indirect relationship with the Corporation which, in the view of the Board, could reasonably be expected to interfere with the exercise of the Member’s independent judgment; and
    - ii. the Member is not an individual who is considered to have a material relationship with the Corporation under section 1.4 or 1.5 of *National Instrument 52-110 - Audit Committees*, and
  - (b) the term “Financially Literate” means having the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the financial statements of the Corporation.

### 4. RELIANCE ON EXPERTS

In contributing to the Committee’s discharge of its duties under this Charter, each Member shall be entitled to rely in good faith upon:

- (a) financial statements of the Corporation represented to the Member by an officer of the Corporation or in a written report of the auditor of the Corporation to fairly reflect the financial condition of the Corporation, or
- (b) a report of a person whose profession lends credibility to a statement made by that person.

### 5. STANDARD OF CARE

In contributing to the Committee’s discharge of its duties under this Charter, each Member shall be obliged to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Nothing in this Charter is intended, or may be construed, to impose on any Member a standard of care or diligence that is in any way more onerous or extensive than the standard to which all Board members are subject. The essence of a Member’s duties is supervising and taking Diligent Actions to gain and maintain reasonable assurance that the Financial Obligations are being met by the Corporation and to enable the Committee to report thereon to the Board.

### 6. OPERATING PROCEDURES

- A. Frequency of Meetings.** The Committee shall meet four times annually or more frequently as circumstances dictate. Regular meetings of the Committee shall be held in accordance with a schedule prepared by the Corporate Secretary in consultation with the Chair of the Board of Directors of the Corporation (the “Board Chair”) and the Committee Chair. Additional meetings of the Committee may be called at any time by the Board Chair, the Committee Chair, any Member or at the request of the External Auditor.
- B. Notice of Meetings.** Notice of the time and place of each meeting of the Committee shall be given to each Member not less than 48 hours before the time when the meeting is to be held. Notwithstanding the foregoing, in the event that the Board or the Committee fixes by resolution the time and place of one or more meetings of the Committee and a copy of such resolution is

sent to each Member, no notice shall be required to be given to the Members for the meeting(s) whose times and places are so fixed.

- C. Meeting Agendas.** Committee meeting agendas shall be prepared by the Corporate Secretary in consultation with the Board Chair, the Committee Chair, the Corporation's President and Chief Executive Officer (the "CEO"), the Corporation's Chief Financial Officer (the "CFO") and the External Auditor, in all cases having regard to the matters required to be considered by the Committee under this Charter and/or pursuant to a request of the Board, the Committee or the External Auditor.
- D. Transaction of Business.** The powers of the Committee may be exercised at a meeting of the Committee at which a quorum is present or by resolution in writing signed by all of the Members who would have been entitled to vote on that resolution at a meeting of the Committee.
- E. Meetings by Telephone or Electronic Means.** If all of the Members present at or participating in a meeting consent, then any Member may participate in such meeting by means of telephone, electronic or other communication facilities that permit all persons participating in the meeting to communicate simultaneously and instantaneously.
- F. Quorum.** A majority of the Members shall constitute a quorum for the transaction of business at all meetings of the Committee.
- G. Votes to Govern.** At all meetings of the Committee, any question shall be decided by a majority of the votes cast on the question and in the case of an equality of votes, the chair of the meeting shall be entitled to a second or casting vote. Any question at a meeting of the Committee shall be decided by a show of hands unless a ballot is required or demanded.
- H. Attendance by Other Directors.** Any director of the Corporation (a "Director"), whether or not he or she is a Member, shall be entitled to be present at and to participate in all meetings of the Committee as a non-voting participant.
- I. Secretary of Meetings.** Unless the Committee otherwise specifies, the Corporate Secretary or Assistant Corporate Secretary shall act as secretary of all meetings of the Committee.
- J. Chair of Meetings.** The Committee Chair shall act as chair of all meetings of the Committee at which the Committee Chair is present. In the absence of the Committee Chair at any meeting of the Committee, the Members shall appoint a Member to serve as acting chair at the meeting.
- K. In Camera Sessions.** At each meeting of the Committee, the Committee shall meet in separate *in camera* sessions with each of the External Auditor, the CEO and the CFO. The Committee shall also be entitled to meet in private or, at the option of the Committee, with one or more other officers or employees of the Corporation or its subsidiaries.
- L. Circulation of Minutes.** A copy of the minutes of each meeting of the Committee shall be provided to the Members in a timely fashion and shall be provided to any Director upon request.
- M. Reports to the Board.** The chair of each meeting of the Committee shall report on the matters considered at that meeting to the next-following regularly-scheduled meeting of the Board.
- N. Retention of External Advisors.** To assist the Committee in discharging its responsibilities, the Committee is authorized to:
  - (a) engage any advisors (including independent counsel) as it determines necessary to carry out its duties,
  - (b) set and pay, at the expense of the Corporation, the compensation for any advisors engaged by the Committee, and
  - (c) communicate directly and privately with the External Auditor and any other advisor engaged by the Committee.

## 7. DILIGENT ACTIONS

Without limiting the nature or scope of the Diligent Actions, the Committee shall, as part of the Diligent Actions:

- A. General.** for the purpose of gaining and maintaining reasonable assurance that Management, the Board and the Corporation meet the Financial Obligations,

- (a) require Management (with the assistance of the Corporation's general legal counsel and the External Auditor) to provide to the Committee
  - (i) a written report listing the Financial Obligations,
  - (ii) prompt written updates to the report referred to in paragraph (i) above describing any proposed or actual change to the Obligations, and
  - (iii) at each meeting of the Committee, written assurance that Management and the Corporation have, since the last preceding meeting of the Committee, complied fully with the Financial Obligations;
- (b) make regular assessments of the integrity, comprehensiveness and effectiveness of internal controls which support Management, the Board and the Corporation in meeting the Financial Obligations ("Internal Financial Controls"), including (1) the Corporation's disclosure controls and procedures ("Disclosure Controls"), and (2) the Corporation's internal controls over financial reporting ("Reporting Controls"), as those terms are defined in *National Instrument 52-109 - Certification of Disclosure in Issuers' Annual and Interim Filings* ("NI 52-109"); in making each such assessment, the Committee shall obtain from the CEO and the CFO a report setting out:
  - (i) the overall approach taken by the CEO and the CFO to the process by which they provide certification as required by NI 52-109,
  - (ii) the issues that were raised by such overall approach,
  - (iii) the approach taken by the CEO and the CFO to the evaluation of the Disclosure Controls and the Reporting Controls,
  - (iv) the results of the evaluation of the Disclosure Controls and the Reporting Controls made by the CEO and the CFO, and
  - (v) the conclusions reached by the CEO and the CFO as to the effectiveness of the Disclosure Controls and the Reporting Controls;
- (c) annually assess the quality and sufficiency of the Corporation's accounting and financial personnel;
- (d) review the effectiveness of the Corporation's policies that require significant new actual or potential liabilities, contingent or otherwise, to be reported to the Board in a timely fashion;
- (e) review reports to Management by the External Auditor with respect to weaknesses or deficiencies in Internal Financial Controls, and review the adequacy and appropriateness of Management's responses to recommendations relating to such weaknesses or deficiencies made by the External Auditor, including the implementation thereof;
- (f) oversee and regularly assess the quality of the work of the External Auditor in preparing or issuing an audit or other report in respect of the Corporation's financial statements and performing other audit, review or attest services for the Corporation;
- (g) use its best efforts to resolve disagreements between Management and the External Auditor regarding financial reporting;
- (h) receive at least annually reports from each of Management and the External Auditor with respect to the effectiveness of the records and procedures established by Management to initiate, record, process and report the Corporation's transactions;
- (i) review the plans of Management and the External Auditor to gain reasonable assurance that the combined evaluation and testing of Internal Financial Controls is comprehensive, coordinated and effective;
- (j) receive timely reports from Management, the External Auditor and the Corporation's legal department on any indication or detection of fraud and the corrective activity undertaken in respect thereto;
- (k) before the Committee recommends a proposed External Auditor for nomination by the Board, be reasonably assured that any such proposed External Auditor of the Corporation possesses and will make available to the Corporation the personnel required to

efficiently, cost-effectively and expertly prepare or issue an audit or other report in respect of the Corporation's financial statements or perform other audit, review or attest services for the Corporation;

- (l) in advance of the External Auditor's commencement of each audit of the Corporation's financial statements, review with the External Auditor the proposed scope of the audit, the proposed areas of special emphasis to be addressed in the audit and the materiality levels which the External Auditor proposes to employ;
- (m) satisfy itself that Management has placed no restrictions on the scope or extent of the External Auditor's audit examinations or reviews or the External Auditor's reporting of its findings to the Board or the Committee;
- (n) review and approve in advance any proposed appointment of a member of Management whose duties relate significantly to Financial Obligations;
- (o) review quarterly a progress report by the External Auditor on the status of its annual audit of the Corporation's annual financial statements, including the External Auditor's findings and the implications of those findings; and
- (p) discuss with the External Auditor (i) whether its reports to Management on errors detected by the External Auditor in the course of an audit or other audit findings suggest weaknesses or deficiencies in Internal Financial Controls, and (ii) whether, in the opinion of the External Auditor, Management has appropriately addressed any such errors or other audit findings;

**B. Audited Financial Statements.** for the purpose of gaining reasonable assurance as to whether each audited financial statement of the Corporation presents fairly, in all material respects, the financial position of the Corporation, the results of its operations and its cash flows in accordance with IFRS,

- (a) review with Management and the External Auditor the comparative financial statements of the Corporation relating separately to each financial year of the Corporation (the "Current Year") and the financial year of the Corporation next preceding the Current Year (the "Preceding Year");
- (b) assess the reasonableness, and the effect upon the Corporation's financial position and the results of the Corporation's operations, of
  - (i) each significant estimate, accrual, reserve and provision employed by Management in preparing the comparative financial statements of the Corporation for the Current Year (the "Current Annual Statement"), as well as all changes to each significant estimate, accrual, reserve and provision made since the end of the third quarter of the Current Year, and
  - (ii) the aggregate amount of all estimates, accruals, reserves and provisions employed by Management in preparing the Current Annual Statement, as well as the change (if any) in such aggregate amount made since the end of the third quarter of the Current Year;
- (c) review all unresolved items identified by the External Auditor in conducting its audit of the Current Annual Statement;
- (d) obtain the written opinion of the External Auditor as to whether:
  - (i) any of the accounting principles, policies, practices or methods employed by Management in preparing the Corporation's financial statements for the Preceding Year were significantly changed or augmented in preparing the Current Annual Statement,
  - (ii) the Current Annual Statement is materially different from that which the External Auditor would have expected from reviewing the Corporation's quarterly financial statements for the Current Year,
  - (iii) the accounting principles, policies and disclosure practices employed in preparing the Current Annual Statement are materially different from the accounting principles,



accounting period ended immediately prior to the beginning of the Current Quarter were significantly changed or augmented in preparing the Current Quarterly Statement,

- (ii) the Current Quarterly Statement is materially different from that which the External Auditor would have expected from reviewing the Corporations' financial statements for the earlier financial quarters (if any) falling within the financial year of the Corporation encompassing the Current Quarter,
- (iii) the accounting principles, policies, and disclosure practices employed in preparing the Current Quarterly Statement are materially different from the accounting principles, policies and disclosure practices generally employed by others engaged in the industries or businesses in which the Corporation is engaged,
- (iv) any of the accounting principles, policies, practices, estimates, judgments or disclosure practices employed in preparing the Current Quarterly Statement could be described as "aggressive", "inadequate" or "not the most appropriate",
- (v) in the Current Quarterly Statement, any immaterial items are treated in a manner which would have to be changed if such items became material in a future financial accounting period, or
- (vi) there is any accounting principle, policy, practice, estimate, judgment or disclosure practice employed in preparing the Current Quarterly Statement which is not in accordance with IFRS but the use of which is justified on the basis of immateriality;

**D. Financial Statements and MD&A.** for the purpose of gaining reasonable assurance that each Current Annual Statement and each Current Quarterly Statement (a "Current Financial Statement"), the related Management's Discussion & Analysis (as defined in *National Instrument 51-102 – Continuous Disclosure Obligations*) ("MD&A") and any related press releases have been made up and certified as required by the laws, regulations, rules, policies and other requirements relating to financial reporting and disclosure (collectively the "Financial Reporting Rules") promulgated by governments, securities commissions, stock exchanges and other agencies and instrumentalities having jurisdiction over the Corporation (collectively the "Regulators"),

- (a) require Management (with the assistance of the Corporation's general legal counsel and the External Auditor) to provide to the Committee (1) a written report setting out the applicable Financial Reporting Rules, and (2) prompt written updates to that report describing any proposed or actual change to the applicable Financial Reporting Rules;
- (b) before the Corporation publicly discloses such information, review each Current Financial Statement, the related MD&A and any related press releases with Management and the External Auditor in light of the written report (as updated from time to time) referred to in subsection (a) above;
- (c) review each MD&A to gain reasonable assurance that the statements and disclosures made therein are consistent with the Committee's knowledge of the Corporation's operations, financial condition and performance;
- (d) obtain from the External Auditor a report on (i) whether the financial information included in each MD&A is consistent with the related Current Financial Statement, and (ii) whether the selection or presentation of that financial information in such MD&A could reasonably be expected to cause a reader to misinterpret the Corporation's financial condition or performance;
- (e) obtain from Management at least annually a list of the most important performance measures or indicators that Management uses to manage the Corporation's business and assess the Corporation's performance; and
- (f) gain reasonable assurance that such performance measures and indicators are presented fairly in each MD&A;

- E. External Auditor's Report.** for the purpose of gaining reasonable assurance that each Current Annual Statement is accompanied by a report thereon prepared by the External Auditor in accordance with the Financial Reporting Rules (the "Required Report"),
- (a) require Management (with the assistance of the Corporation's general legal counsel and the External Auditor) to provide to the Committee (1) a written report specifying all of the contents and characteristics of a Required Report, and (2) prompt written updates to that report describing any proposed or actual changes to the content or characteristics of a Required Report; and
  - (b) review each Required Report with Management and the External Auditor in light of the written report (as updated from time to time) referred to in subsection (a) above;
- F. Independence of External Auditor.** for the purpose of gaining and maintaining reasonable assurance that an existing or proposed External Auditor (an "Auditor") is objective and independent,
- (a) obtain annually from the Auditor a written opinion of the Auditor that it is objective within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario;
  - (b) obtain annually from the Auditor a written report of the Auditor listing in detail
    - (i) all fees paid by the Corporation or any affiliate of the Corporation to the Auditor or any affiliate of the Auditor in the last financial year of the Corporation ended prior to the date of such report, and
    - (ii) all relationships of any kind which existed between the Auditor or any affiliate of the Auditor and the Corporation or any affiliate of the Corporation at any time in the last financial year of the Corporation ended prior to the date of such report; and
  - (c) obtain annually from the External Auditor an acknowledgement in writing that the Board and the Committee, and not Management, are the External Auditor's clients;
- D. Filing and Sending Financial Statement and MD&A.** for the purpose of gaining reasonable assurance that each Current Financial Statement and the related MD&A are filed with all Regulators and sent to holders of the Corporation's securities (including each shareholder of the Corporation) in compliance with the Financial Reporting Rules, prior to the date specified by the Financial Reporting Rules by which the Current Financial Statement and the related MD&A must be so filed and sent, obtain from Management written assurance that the Current Financial Statement and the related MD&A have been so filed and sent;
- E. Dissemination of Financial and Material Information.** for the purpose of gaining reasonable assurance (1) that where a material change (as defined in the Financial Reporting Rules) occurs in the affairs of the Corporation, the Corporation (A) forthwith issues a news release authorized by a member of Management disclosing the nature and substance of the material change (a "Material Change News Release"), and (B) files a report of such material change (a "Material Change Report") as soon as practicable (and in any event within ten days of the date on which the material change occurs), all in compliance with the Financial Reporting Rules, and (2) that all material information concerning the Corporation which is disseminated to the public by or on behalf of the Corporation is accurate, complete and fairly presented,
- (a) prior to the date specified by the Financial Reporting Rules by which any such Material Change News Release and any such Material Change Report must be issued and filed, obtain from Management written assurance that such Material Change News Release and Material Change Report have been so issued and filed;
  - (b) review with Management and, if the Committee so desires, with the External Auditor, all news releases and reports proposed to be issued or filed by the Corporation which contain significant financial information concerning the Corporation, including all news releases and reports concerning a Current Financial Statement; in circumstances where events render it impractical for the Committee to review such news releases or reports with Management prior to issuing or filing such news releases or reports, authority to review

and approve such news releases or reports may be exercised by the Committee Chair and the Board Chair, acting together;

- (c) review with Management and, if the Committee so desires, with the External Auditor, all prospectuses, Material Change News Releases, Material Change Reports, MD&A, annual information forms and other core documents (as defined under applicable securities laws);
  - (d) periodically assess the adequacy of the Corporation's procedures, resources, systems and tasks for the review of (i) the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements, (ii) presentations or other documents used or intended for use with investors, analysts or other members of the investment community, and (iii) all other information that is generally disseminated by the Corporation and its subsidiaries, including non-material news releases and information published on the website(s) of the Corporation and its subsidiaries;
- F. Tax and Statutory Remittance Obligations.** for the purpose of gaining and maintaining reasonable assurance that the Corporation is in compliance with its obligations under tax, employment and similar laws and regulations relating to the collection and remittance of taxes and other statutory amounts, obtain quarterly reports from Management as to such compliance;
- G. Non-Audit Services.** pre-approve all non-audit services proposed to be provided to the Corporation or to any of its subsidiaries by the External Auditor; prior to the Committee pre-approving any non-audit services proposed to be provided to the Corporation or to any of its subsidiaries by the External Auditor, gain reasonable assurance that the provision of such services by the External Auditor could not reasonably be expected to impair the objectivity or independence of the External Auditor; for purposes of this Charter,
- (a) "audit services" means the professional services rendered by the External Auditor for the audit and review of the Corporation's financial statements or services that are normally provided by the External Auditor in connection with statutory and regulatory filings or engagements, and
  - (b) "non-audit services" means services other than audit services;
- H. Hiring from External Auditor.** review and approve the Corporation's hiring policies regarding partners, employees, former partners and former employees of the present and former External Auditor;
- I. Complaint Processes.** establish procedures for
- (a) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, Internal Financial Controls, Disclosure Controls, Financial Reporting Rules or auditing matters,
  - (b) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters, and
  - (c) the reporting to the Committee of all such complaints and submissions;
- J. Recommendation of Auditor.** recommend to the Board
- (a) a proposed External Auditor to be nominated by the Board for appointment as the External Auditor by the holders of common shares of the Corporation, and
  - (b) the compensation of the External Auditor ;
- K. Oversight of Financial Risks.** for the purpose of gaining and maintaining reasonable assurance that Management is directly and effectively assessing, monitoring and managing Financial Risks,
- (a) prior to the Board's approval of each MD&A, obtain from Management a report containing Management's assessment of the principal risks to the Corporation's business and identifying which of such risks are principal Financial Risks;
  - (b) at least semi-annually, obtain from Management a report specifying the process by which Management is assessing, monitoring and managing Financial Risks;
  - (c) review all reports of the External Auditor with respect to any weaknesses or deficiencies

in Internal Controls relating to Financial Risks, and review the adequacy and appropriateness of Management's responses to recommendations relating to any such weaknesses or deficiencies made by the External Auditor, including Management's implementation of such recommendations;

- (d) gain reasonable assurance that the principal Financial Risks are fairly presented in each MD&A and in the Corporation's Annual Information Form; and
- (e) prepare and present annually to the Board a report of the Committee setting out the Committee's conclusions resulting from the Committee's oversight of Management's assessment, monitoring and management of Financial Risks;

**L. Financial Resources, Assets and Obligations.** for the purpose of gaining and maintaining reasonable assurance that Management is effectively managing the financial resources, assets and obligations of the Corporation,

- (a) at least annually review the Corporation's financing strategy, capital structure, annual cash flow targets and operating plans;
- (b) obtain quarterly from Management reports on the Corporation's cash flow and working capital management, compliance with debt covenants and other matters that could impact the financial condition of the Corporation, and gain reasonable assurance that such matters are fairly and appropriately disclosed in the Current Financial Statements and/or the related MD&A; and
- (c) satisfy itself that the safeguarding of financial assets and the proper recording of financial assets and obligations are effectively addressed in the certification of Internal Financial Controls by the CEO and the CFO; and

**M. Other Diligent Actions.** perform such other Diligent Actions as the Board may reasonably specify from time to time.