CARGOJET

ANNUAL INFORMATION FORM

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023

February 26, 2024

The Most Awarded Air Cargo Airline in Canada

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EXPLANATORY NOTES

Unless otherwise stated, the information in this annual information form (the "**Annual Information Form**") is current as at December 31, 2023. Unless otherwise noted or the context otherwise indicates, "Cargojet", the "Company" and "our" refers to Cargojet Inc. and its subsidiaries. All currency amounts in this Annual Information Form are stated in Canadian dollars, unless otherwise indicated.

FORWARD-LOOKING INFORMATION

Certain statements made in this Annual Information Form are "forward-looking information" within the meaning of applicable Canadian securities legislation. Forward-looking information includes, but is not limited to, statements with respect to the Company's current and future business strategies, plans, expectations, intentions, products and services, results, performance, planned 2024, 2025 and 2026 operating fleet, and relations with suppliers, customers and employees. In certain cases, forward-looking information can be identified by the use of words such as "plans", "expects" or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or statements that certain actions, events or results "may", "could", "would", "might" or "will be taken", "occur" or "be achieved", including references to assumptions.

Forward-looking information, by its nature, is based on current estimates and certain material expectations and assumptions made by Cargojet, including those described herein and is subject to important risks and uncertainties. Forward-looking information cannot be relied upon due to, amongst other things, changing external events and general uncertainties of the business. Forward-looking information in this Annual Information Form includes without limitation, anticipated financial performance, business prospects, operations plans including fleet optimization, strategies, regulatory developments, exchange rates, interest rates, tax laws, the sufficiency of budgeted capital expenditures in carrying out planned activities, the continued and timely investment in and development of infrastructure, the availability and cost of labour and services, the anticipated impact of competition, including new competitors, on Cargojet's business, the ability to obtain financing on acceptable terms, and market conditions and potential timing delays, among other variables. Although Cargojet considers these estimates, expectations and assumptions to be reasonable based on current information and in light of its experience and perception of historical trends, current conditions and expected future development, there can be no assurance that such estimates, expectations and assumptions will prove to be correct.

Forward-looking information is subject to known and unknown risks, uncertainties and other factors that may cause the actual results, level of activity, performance, achievements, future events or developments to differ materially from those expressed or implied by such forward-looking information, including, without limitation, the following factors, which are discussed in greater detail in the "Risk Factors" section of this Annual Information Form: loss of key customer contracts, restrictions of existing indebtedness and finance lease obligations reducing flexibility, significant changes to the Canada – US "Open Skies" agreement, competition, ability to realize the anticipated financial and strategic benefits of the agreements with Amazon and DHL (each as defined below), government regulations relating to aviation, transportation, environmental, labour, employment and other laws, treaties and regulations, risks related to climate-change, the Company's ability to implement, manage, measure or report on ESG (as defined below) initiatives in light of increasing requirements and stakeholder expectations regarding ESG matters, the Company's ability to comply with emerging regulatory and legislative requirements and scrutiny with respect to human rights, availability of adequate insurance and the associated cost, the Company's dependence on technology and threats to the Company's cyber security, maintaining leased and owned aircraft and availability of future aircraft (and financing therefor), fixed costs, fuel prices and availability, costs related to mechanical and maintenance problems and replacement of equipment and parts, foreign exchange fluctuations, the ability of the Company to maintain profitability and manage growth, industry risk and economic sensitivity, dependence on key personnel and skilled labour, labour relations, seasonal fluctuations, dependence of the Company on international trade, future sales of Voting Shares (as defined below) by directors and officers of the Company, income tax matters, increase in interest rates, potential future legal proceedings, the loss of interline partnerships and alliances, the Company's dependence on key supplies and suppliers, terrorist activity, general economic and geopolitical conditions, the ability to maintain dividends, and potential volatility of the price of our Voting Shares. Additional risks and uncertainties are discussed in the Company's materials filed with the Canadian securities regulatory authorities from time to time. While these factors should be considered carefully, they are not intended to represent a complete list of the factors that could affect us and there may be other factors beyond the Company's control that cause actions, events or results not to be as anticipated, estimated or intended.

The purpose of the forward-looking information is to provide the reader with a description of management's current expectations regarding the Company's financial performance and may not be appropriate for other purposes. Accordingly, readers should not place undue reliance on forward-looking information. There can be no assurance that forward-looking information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Forward-looking information is provided as of the date of this Annual Information Form (or as of the date otherwise stated to be made) and are subject to change after such date. The Company disclaims any intention or obligation to update or revise any forward-looking information, whether to reflect new information, future events or otherwise, except as required under applicable securities laws. The forward-looking information contained in this Annual Information Form is expressly qualified by this cautionary statement.

PRESENTATION OF FINANCIAL INFORMATION

All references in this Annual Information Form to "Fiscal 2023", "Fiscal 2022" and "Fiscal 2021" are to the Company's fiscal years ended December 31, 2023, 2022 and 2021, respectively.

This Annual Information Form should be read in conjunction with the audited consolidated annual financial statements and notes thereto and related management's discussion and analysis of financial condition and results of operations for Fiscal 2023 and Fiscal 2022. The audited consolidated annual financial statements have been prepared in accordance with generally accepted accounting principles in Canada, as set out in the CPA Canada Handbook - Accounting, which incorporates International Financial

Reporting Standards as issued by the International Accounting Standards Board, except for any financial information specifically denoted otherwise. The annual financial statements, quarterly financial statements, press releases and additional information relating to Cargojet filed with regulatory authorities are available under the Company's profile on SEDAR+ at www.sedarplus.ca and at our corporate website at www.cargojet.com.

CORPORATE STRUCTURE

NAME, ADDRESS AND INCORPORATION

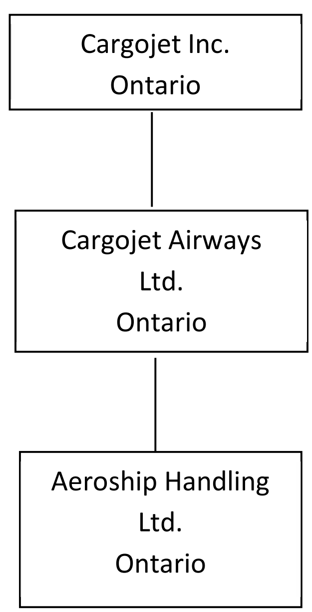
Cargojet was incorporated under the *Business Corporations Act* (Ontario) (the "**OBCA**") on April 7, 2010 and is the successor to Cargojet Income Fund (the "**Fund**"), following the completion of the conversion of the Fund from an income trust to a public corporation by way of a court-approved statutory plan of arrangement under Section 182 of the OBCA completed on January 1, 2011.

The head and registered office address of the Company is 2281 North Sheridan Way, Mississauga, Ontario L5K 2S3.

INTERCORPORATE RELATIONSHIPS

The following diagram illustrates the corporate structure of the Company, including jurisdiction of establishment or incorporation of the Company and its operating material subsidiaries (each of which is wholly-owned), as of December 31, 2023.

On January 1, 2024, Cargojet completed an internal reorganization to amalgamate Cargojet Airways Ltd. with its wholly-owned subsidiary, 2422311 Ontario Inc.



GENERAL DEVELOPMENT OF THE BUSINESS

THREE YEAR HISTORY AND RECENT DEVELOPMENTS

Cargojet is Canada's leading provider of time-sensitive premium overnight air cargo services and carries over 25,000,000 pounds of cargo weekly. Cargojet's business is comprised of the following:

1. Operating a domestic air cargo network between 16 major Canadian cities each business day;
2. Providing dedicated aircraft to customers on an Aircraft, Crew, Maintenance and Insurance ("**ACMI**") basis, operating between points in Canada, North America, South America and Europe;
3. Operating scheduled international routes for multiple cargo customers between the United States and Bermuda, and between Canada, the United Kingdom and Germany; and
4. Providing dedicated aircraft to customers on an *ad hoc* charter basis operating between points in Canada, the United States and other select international destinations.

Cargojet operates its business utilizing its fleet of all-cargo and passenger aircraft. Cargojet's domestic air cargo network consolidates cargo received from numerous customers and transports such cargo to the appropriate destination in a timely and safe manner. Cargojet continually monitors key performance indicators and uses this information to reduce costs and improve the efficiency of its services.

Cargojet's strategy is to create sustained value and profitability and is based on the following priorities:

- Business development in local and international markets;
- Growth in the revenue streams by increasing customer base;
- Revenue improvement and cost reductions;
- Excellence in corporate culture; and
- Strengthening management by hiring and training to enhance and improve company culture. New management personnel are provided with a comprehensive orientation and education program aimed at familiarizing themselves with the Company's industry, strategic plans, significant risk management issues and financial standing, and the nature and operation of the Company's business.

In 2024:

- On January 15, 2024, Cargojet provided an update on its fleet strategy. Given the softer economic conditions, Cargojet decided to exit its commitment for four remaining B777 aircraft and continue to flex its B767 fleet to accommodate its organic growth strategy. Cargojet currently owns the feedstock for two B767 aircraft and plans to convert them as demand begins to recover over the next couple of years. Cargojet currently has two surplus B757 freighters and is exploring options such as dry lease or ultimate sale of these aircraft.

In 2023:

- The focus for Fiscal 2023 was managing costs to take into account reduced revenue volumes. Macro-economic conditions caused a reduction in consumer spending which led to a decrease in freight shipments. Cargojet managed both operating expenses and capital expenditures to the reduced revenue volumes. The reduction in operating expenses held Adjusted EBITDA margins(1) to historical levels. The reduction in capital expenditures resulted in cashflow that could be directed to support future dividend growth, a share repurchase program, and to reduce debt longer-term.
- On January 17, 2023, Cargojet announced that the Master Services Agreement (the "**MSA**") with Canada Post Group of Companies including Purolator Inc. (collectively, the "**CPGOC**") had been extended until September 30, 2029, with an additional option to renew the MSA until March 31, 2031 remaining available. See "*Strategic Partnerships – Canada Post Group of Companies*";
- On November 9, 2023, Cargojet commenced a normal course issuer bid ("**NCIB**") and automatic share repurchase plan ("**ASPP**"). The NCIB allows the Company to repurchase, at its discretion, up to 1,500,000 common voting shares (the "**Common Voting Shares**") and variable voting shares (the **"Variable Voting Shares**" and together with the Common Voting Shares, the "**Voting Shares**") in the open market, subject to the standard terms and limitations. The program will terminate on November 8, 2024. Under the NCIB, other than purchases made under block purchase exemptions, Cargojet may purchase up to the daily limit, as approved by Toronto Stock Exchange ("**TSX**"), on the TSX during any trading day, which represents approximately 25% of the average daily trading volume, as calculated in accordance with TSX rules. During Fiscal 2023, Cargojet repurchased 366,408 Voting Shares for cancellation under the NCIB; and
- On November 14, 2023, the Company issued a redemption notice to redeem in full on December 29, 2023 (the "**Redemption Date**") all of its outstanding 5.75% senior unsecured hybrid debentures due April 30, 2024 (the "**5.75% 2024 Debentures**") in accordance with the provisions of the indenture dated November 6, 2018. The redemption price for the 5.75% 2024 Debentures was 100% of the aggregate outstanding principal amount, together with accrued and unpaid interest up to, but excluding, the Redemption Date. The Company paid the redemption price in cash using its DDTL Facility (as defined below). See "*Financial Overview – Credit Facility*".

In 2022:

- Cargojet continued to enjoy strong demand for its domestic and international air cargo services. Revenues increased to $979.9 million from $757.8 million in the previous year (29.3%) primarily due to the continued strong demand from existing customers on both the domestic network and for ACMI business;

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[1] Non-GAAP measures. See "Non-GAAP Financial Measures" within Management's Discussion and Analysis ("MD&A") for the three months and year ended December 31, 2023.

- On February 7, 2022, Cargojet amended and restated its syndicated committed revolving credit facility to, *inter alia*, extend the maturity date thereof to February 7, 2027, reflect the transition from LIBOR to SOFR and waive the requirement to enter into new aircraft security arrangements, subject to continued satisfaction of certain financial conditions. The Company's syndicated committed revolving credit facility was further amended and restated on July 22, 2022 to, *inter alia*, further extend the maturity date to July 22, 2027 and to also establish a new non-revolving delayed-draw term loan facility available up to an amount of USD$400 million in addition to the existing syndicated committed revolving credit facility available up to an aggregate amount of $600 million. See "*Financial Overview – Credit Facility*";
- Cargojet continued to strengthen its existing customer base. In March 2022, Cargojet entered into a new strategic agreement with DHL Aviation (Netherlands) B.V. ("**DHL**"), an affiliate of Deutsche Post DHL Group, for a term of five years with a renewal option for an additional two years, to provide air-transportation services for DHL's global network. See "*Strategic Partnerships – Strategic Agreement with DHL*";
- On May 2, 2022, Cargojet commenced a normal course issuer bid (the "2022 NCIB"). The 2022 NCIB, as further amended on June 20, 2022, allowed Cargojet to repurchase 123,832 Voting Shares for cancellation under the 2022 NCIB during Fiscal 2022.
- In 2022, the Company expanded the dedicated air cargo fleet from 28 to 34 aircraft to support the international revenue growth with new lanes throughout Europe, China, South America and the US.
- On November 14, 2022, Cargojet announced that the Air Cargo Services Agreement (the "**Air Cargo Agreement**") with United Parcel Service Ltd. had been renewed and extended for an additional five-year term. The current term of the Air Cargo Agreement now continues until December 31, 2030.

In 2021:

- Cargojet continued to enjoy strong demand for its domestic and international air cargo services. Revenues increased to $757.8 million from $668.5 million in the previous year (13.4%) primarily due to the continued strong demand from our existing customers on the domestic network and growth in our ACMI business;
- On February 1, 2021, Cargojet successfully completed a bought deal public offering of 1,713,500 Voting Shares at a price of $213.25 per share for aggregate gross proceeds of $365 million (including closing of the over-allotment option);
- In April 2021, the Company entered into a new transportation agreement with Amazon Canada Fulfillment Services, ULC to expand its existing commercial relationship by operating two B767-300BDSF aircraft as part of the Amazon Air network on a Crew, Maintenance and Insurance ("**CMI**") basis within Canada operating since July 2021. The agreement has a four-year term with three two-year renewal options;

- On August 10, 2021, the Company acquired a 25% minority interest in a cargo airline, 21 Air LLC, with its corporate office in Miami, Florida to build a more diversified and robust global footprint;
- In October 2021, Cargojet began operating two new scheduled domestic ACMI routes and in November 2021, it began one new scheduled ACMI route between Canada and the UK. Under these arrangements Cargojet operates flights with three dedicated B767-300 aircraft; and
- Cargojet strengthened its balance sheet with an overall reduction of $265.2 million in net debt in Fiscal 2021.

BUSINESS OF CARGOJET

Cargojet is Canada's leading provider of time sensitive overnight premium air cargo services and carries over 25,000,000 pounds of cargo weekly. Cargojet operates its network across North America each business night, utilizing a modern fleet of aircraft. Another key factor in the success of Cargojet lies in its long-standing customer relationships and long-term contracts (approximately 75% of domestic volumes are under long-term contract). Cargojet provides service to over 400 customers that are comprised of Canada's major courier companies, retailers, freight forwarders, manufacturers, specialty shippers and international airlines. The Company has a successful track record of completing accretive acquisitions and strategic partnerships and the pursuit of such future opportunities continues to be a core component of Cargojet's overall growth strategy. Cargojet continues to focus its strategies on developing opportunities in both the domestic and global markets, while improving margins through optimization of fleet, network and operational controls.

SERVICES

Overnight Network

Cargojet offers its overnight air cargo service between 16 major cities across Canada each business night. Customers pre-purchase a guaranteed space and weight allocation on Cargojet's network and a corresponding guaranteed daily revenue amount is paid to Cargojet for this space and weight allocation. Remaining capacity is sold on an *ad hoc* basis to contract and non-contract customers. Overflow/oversell traffic is regularly sold to ensure maximum space and revenue capture.

Within its overnight network, Cargojet also provides domestic air cargo services for a number of international airlines between points in Canada that connect such airlines' gateways to Canada. This revenue helps to support lower demand legs and provides a revenue opportunity with little incremental cost, as Cargojet provides domestic capacity to these international airlines through its existing, regularly scheduled flight network. See "*Customers*" below.

International Air Cargo Services

Cargojet operates an international route operating between Newark, New Jersey, United States and Hamilton, Bermuda. This provides a five-day per week air cargo service for multiple customers and is patterned after the domestic business that Cargojet has built in Canada. Customer contracts contain minimum daily revenue guarantees and the ability to pass through increases in fuel costs.

Dedicated Aircraft Charter

To further enhance its revenues, Cargojet offers a specialty charter service typically in the daytime and on weekends. The charter business targets livestock shipments, military equipment movements, emergency relief supplies and virtually any large shipments requiring immediate delivery across North America, South America, Caribbean and Europe. During pre-Christmas peak volume seasons, Cargojet also offers dedicated aircraft to its major courier customers to handle increased United States-Canada premium overnight traffic. Aircraft charters are typically priced inclusive of all costs of operating the flight, including fuel, navigation fees, cargo handling and all other commercial activities.

Dedicated ACMI Contracts

Cargojet provides and operates dedicated aircraft on an ACMI basis. This service involves providing a dedicated aircraft on a dedicated route where the customer is responsible for all costs of the operation including fuel, navigation fees, landing fees, cargo handling and all other commercial activities. Minimum guaranteed revenues are part of the contract.

Cargojet Fleet

For information relating to Cargojet's operating fleet and fleet plans as at December 31, 2022 and 2023, as well as Cargojet's planned operating fleet for 2024, 2025 and 2026, see "*Fleet Overview*" in the Company's management's discussion and analysis for Fiscal 2023 (the "**2023 MD&A**"). The 2023 MD&A is available under the Company's profile on SEDAR+ at www.sedarplus.ca and at our corporate website at www.cargojet.com.

All aircraft meet Transport Canada and FAA Stage III noise abatement guidelines enabling unrestricted operation across North America.

All aircraft are maintained under Transport Canada and the manufacturers' approved maintenance programs incorporating periodic service checks. Cargojet's B757-200, B767-200 and B767-300 are also required to undergo comprehensive heavy maintenance checks every 24 months. Cargojet is recognized by Transport Canada as an "Approved Maintenance Organization" and all aircraft maintenance service is performed in house except for the heavy maintenance checks.

Specialized Skill and Knowledge

Cargojet operates in an industry that requires specialized skills and knowledge. Cargojet employs individuals who possess specific technical knowledge and experience in the areas of aircraft operation, aircraft maintenance, flight planning, flight dispatch, crew planning, crew training, ground handling and commercial airline cargo management. Cargojet has not experienced material difficulty in recruiting and retaining appropriate staff to carry out its operations.

STRATEGIC PARTNERSHIPS

Strategic Agreement with DHL

On March 28, 2022, Cargojet entered into a new strategic agreement with DHL and its affiliates as a key air cargo carrier for DHL's global expansion plans with dedicated air cargo freighters. The strategic agreement is in connection with DHL's and Cargojet's existing commercial agreement for overnight air cargo services and charters and DHL's utilization of those services to support the transitions from belly space in passenger aircraft to dedicated air cargo freighters. Under the strategic agreement, the Company issued warrants (the "**DHL Warrants**") to DHL to purchase Variable Voting Shares that vest, subject to certain conditions and terms, based on the achievement of certain commercial milestones related to DHL's business with the Company. In connection with the issuance of the DHL Warrants, DHL was granted certain rights, including customary anti-dilution protections, registration, and information rights, and is subject to customary voting and resale restrictions and standstill provisions. See "*Financial Overview – DHL Warrants*" and "*Material Contracts – DHL Warrant Certificate*".

Strategic Agreement with Amazon

On August 23, 2019, Cargojet entered into a strategic agreement with Amazon.com NV Investment Holdings LLC (the "**Amazon Warrantholder**"), an affiliate of Amazon.com.ca, Inc. ("**Amazon**"), as a key air cargo carrier for Amazon's middle mile transportation in Canada. The strategic agreement is in connection with Amazon's and Cargojet's existing commercial agreement for overnight air cargo services and charters and Amazon's utilization of those services to support fast delivery for Amazon customers in Canada. Under the strategic agreement, the Company issued warrants (the "**Amazon Warrants**") to the Amazon Warrantholder to purchase Variable Voting Shares that vest, subject to certain conditions and terms, based on the achievement of certain commercial milestones related to Amazon's business with the Company. In connection with the issuance of the Amazon Warrants, Amazon was granted certain rights, including customary anti-dilution protections, registration and information rights, and is subject to customary voting and resale restrictions and standstill provisions. See "*Financial Overview – Amazon Warrants*" and "*Material Contracts – Amazon Warrant Certificate*". In April 2021, Cargojet entered into a new transportation agreement with Amazon Canada Fulfillment Services, ULC to expand its existing commercial relationship with Amazon by operating two B767-300 aircraft as part of the Amazon Air network on a CMI basis within Canada operating since July 2021. The agreement has a four-year term with three two-year renewal options.

Canada Post Group of Companies

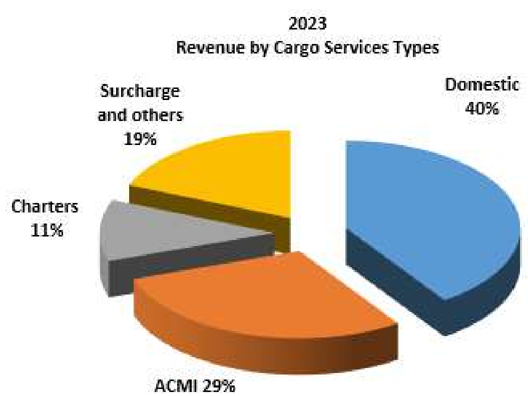
The Company provides comprehensive Canada-wide air cargo services for the CPGOC national air cargo network. On February 19, 2014, Cargojet entered into an MSA with the CPGOC. Pursuant to the MSA, Cargojet provides CPGOC with domestic air cargo network services ("**DACNS**") for an initial seven-year term with three 36-month renewal options held by CPGOC. The Company started providing preliminary services under the MSA in the middle of March 2015. The full services under the MSA began on April 1, 2015. Adjustments to planned and available capacity were subsequently undertaken in order to more closely align capacity to actual demand and reduce operating costs. Changes to the Company's route and cost structures were successfully implemented in the fourth quarter of 2015. On October 23, 2017, Cargojet and CPGOC agreed to extend the term of the MSA until March 31, 2025. The Company announced on January 17, 2023 that the term of the MSA had been further extended until September 30, 2029, with an option to renew the MSA until March 31, 2031 remaining available.

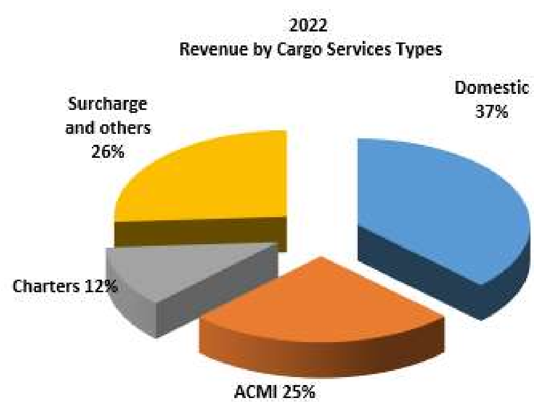
CUSTOMERS

A key factor in the success of Cargojet lies in its long-standing customer relationships and long-term contracts with its customer base (approximately 75% of domestic volumes are under long-term contract). Cargojet provides service to over 400 customers that are comprised of Canada's major courier companies, retailers, freight forwarders, manufacturers, specialty shippers and international airlines. Cargojet continues to focus its strategies on developing opportunities in both the domestic and global markets, while maintaining margins through optimization of fleet, network and operational controls. Cargojet also handles the time-sensitive shipment needs of customers including pharmaceutical, perishable, seafood, agriculture, hi-tech, garment, precious metals and chemical companies. Cargojet's ten largest customers accounted for 79% of revenues in Fiscal 2023 and 82% of revenues in Fiscal 2022. Management believes that Cargojet is the exclusive overnight air cargo provider to most of its customers on Canadian routes.

During Fiscal 2023, the Company had sales to three customers that represented 59% of the total revenues (Fiscal 2022 – 62%). These sales are provided under service agreements that expire over various periods under long-term agreements. All of these customers had sales in excess of 10% of total revenues during Fiscal 2023 and Fiscal 2022. See "*Risk Factors – Loss of Customer Contracts – The cancellation, termination or non-renewal of significant customer contracts could have a material adverse effect on the Company's business, results of operations or financial condition*".

The following charts illustrate revenue by types of cargo services on Cargojet's network for Fiscal 2023 and Fiscal 2022, and fuel and other surcharges:





COMPETITION

Cargojet faces competition within its market from a mix of dedicated air cargo providers and motor carriers, express companies and passenger airlines offering air cargo services primarily using the cargo hold of their aircraft. Canadian domestic airlines have historically offered air cargo services on their passenger flights by using excess belly cargo capacity of their aircraft. In recent years, there has been a strategic shift in demand for air cargo services from belly cargo space to dedicated freighters. Many airlines introduced dedicated freighters to their fleet, resulting in increased competition for ACMI and charter services in this growing market. However, Cargojet believes that passenger airlines' networks and service offerings do not provide a competitive alternative for customers in the time-sensitive overnight air cargo market. Cargojet's primary business model consists of a network that enables next day service for courier industry only, facilitated by long-term contracts with major customers in the domestic market. Management believes that Cargojet carries approximately 90% of Canada's overnight domestic air cargo volume (which is distinctive from other types of air cargo services such as ACMI and charters). Cargojet believes that it currently has only one other direct competitor in the Canadian air cargo services industry that operates (on behalf of an international carrier) scheduled all-cargo services coast-to-coast within Canada. See "*Risk Factors – Competition – The Company operates in a highly competitive environment and faces increasing competition in North America and internationally*".

FACILITIES

As Cargojet provides air cargo services across Canada, offices and locations have been strategically located at airports in each of the 16 city centers listed below to meet customer's needs and requirements. All of Cargojet's facilities are leased, with the exception of its aircraft hangars in Hamilton, Ontario, which is owned. Eight of these facilities are bonded by Canada Customs, allowing international cargo to terminate or transit through the warehouse facility. Cargojet's facilities across Canada are equipped with cargo handling equipment in addition to aircraft handling equipment. Hamilton is the main hub of Cargojet's operations and is equipped to handle all types of cargo starting with truck offload to transfer and on-load onto aircraft.

The terms of Cargojet's main facilities leases are summarized below.

Facility	Expiration Date	Remaining Renewal Option
Mississauga, ON (Cargojet head office)	July 31, 2036	None
Hamilton Cross Dock and Land Lease, ON	March 30, 2036	None
Ottawa, ON	April 30, 2024	One one-year renewal option
Montreal, QB	May 31, 2024	Three five-year renewal options
Mirabel, QB	November 30, 2024	None
Halifax, NS	June 30, 2046	None
Moncton, NB	November 30, 2026	None
Winnipeg, MB	April 30, 2027	None
Calgary, AB	December 31, 2026	None
Edmonton, AB	February 28, 2033	None
Hangar, Richmond, BC	March 31, 2025	None
Airport Property, Richmond, BC	November 30, 2028	None

Facility	Expiration Date	Remaining Renewal Option
Warehouse, Richmond, BC	March 31, 2025	One five-year renewal option
Saskatoon, SK	March 31, 2025	One five-year renewal option
St. John's, NL	January 5, 2037	Two five-year renewal options
Regina, SK	November 30, 2025	One three-year renewal option

The Company expects to invest in additional land-based facility infrastructure across Canada. The infrastructure investments will support additional e-commerce volumes that are expected to establish a new higher baseline going forward.

REGULATION

Domestic Services

Transport Canada and the Canadian Transportation Agency (the "**CTA**") regulate the transportation industry in Canada. Cargojet holds Air Operator Certificates issued by Transport Canada for the operation of its aircraft. It is also licensed by the CTA to operate domestic, transborder and international all-cargo and passenger operations. Cargojet has successfully passed periodic audits by both Transport Canada and the CTA and maintains excellent relationships with both regulatory bodies. Since 1996, air navigation services in Canada have been provided by NAV Canada, a private company. In addition, all major Canadian airports are operated by local airport authorities that are also private companies.

Cargojet is also a member in good standing of the International Air Transport Association (the "**IATA**"), the Air Transport Association of Canada, the Canadian International Freight Forwarders Association, the International Air Cargo Association and the Canadian Courier & Logistics Association.

Under the *Canada Transportation Act* (the "**Act**"), there is free market entry provided a carrier can show that: (i) it is "Canadian", defined in the Act as being controlled in fact by "Canadians" (as discussed in greater detail below); (ii) it can operate safely; (iii) it is suitably insured; and (iv) it meets the minimum financial requirements set out in the *Air Transportation Regulations*.

On June 27, 2018, certain provisions of the *Transportation Modernization Act (Canada)* (the "**TMA**") became effective and amended, among other things, the definition of "Canadian" under section 55(1) of the Act to increase foreign ownership limits in Canadian air carriers from 25% to 49%, provided that no single non-Canadian holds more than 25% of the voting interests and provided that non-Canadian air service providers do not, in the aggregate, hold more than 25% of the voting interests in a Canadian airline. Following court and shareholder approval for a plan of arrangement under section 182 of the OBCA, Cargojet amended its articles of incorporation to increase the foreign ownership limits on its Voting Shares in conformity with the definition of "Canadian" under the Act, as amended by the TMA. The amended articles became effective on April 2, 2020. For more information, see "*Description of Capital Structure – Variable Voting Shares – Exercise of Voting Rights*".

In February 1995, the Canada – US "Open Skies" agreement, was implemented between Canada and the United States, replacing the previous bilateral agreement, which restricted market access. This new agreement gave Canadian air carriers unlimited route rights to provide "own aircraft" services between Canada and the United States. The carriage of local traffic between points within one country by carriers of the other country continues to be prohibited.

International Services

Scheduled international air services are regulated by the Canadian and foreign governments involved. The Minister of Transport has the authority to designate which Canadian air carriers may serve scheduled international routes. International route rights are obtained through bilateral negotiations between Canada and foreign countries. Bilateral agreements provide for the rights which may be exercised over agreed routings and the conditions, under which the carriers may operate, including, among others, the number of carriers which may operate, the capacity and/or flight frequencies that may be provided and the controls over tariffs to be charged. Most bilateral agreements to which Canada is a party provide for the designation of more than one Canadian carrier, while a lesser number provide for the designation of only one Canadian air carrier. In general, bilateral agreements between Canada and European countries are more liberal in terms of controls on capacity and flight frequencies than those between Canada and Asian countries.

In February 2001, the Minister of Transport announced the launch of an international air services policy review to address competition in the international market with the release of a consultation document for stakeholder review and comment. The objective of this review was to liberalize Canada's policy for scheduled international air services, including how Canada approaches the negotiation and management of air traffic rights with other countries. In May 2002, the Minister of Transport introduced a liberalized multiple designation policy applicable to scheduled international air services by Canadian carriers (excluding services to the United States). Amendments negotiated between Canada and the United States reinforced the restriction of cabotage and does not allow United States carriers to establish domestic flight routes within Canada and Canadian carriers, including Cargojet, to establish domestic routes within the United States.

On November 27, 2006, Transport Canada's international air transportation policy called the Blue Sky Policy was announced by the Government of Canada to help further connect Canadians to each other and to the world. The Government of Canada's international air policy is encouraging the development of new markets, new services and greater competition. For travelers, this means more choices in terms of destinations, flights and routes. Canada's 2002 multiple designation policy will continue to apply. This policy facilitates both the designation of all Canadian carriers wishing to operate scheduled services in international markets and the allocation of rights in cases where designations are limited and/or unused under our bilateral agreements.

In addition to holding valid Canadian operating certificates, Cargojet also holds a valid Foreign Air Operator Certificate issued by the U.S. Federal Aviation Administration ("**FAA**") and is licensed by the U.S. Department of Transportation("**DOT**") to operate all cargo and passenger operations in and out of the United States. The CTA licenses do not expire once issued, but are subject to revocation or suspension in certain circumstances in accordance with the provisions of the Act and regulations made thereunder. Each year, Cargojet is required to submit a declaration of continuance of qualifications to the CTA to maintain its license. The DOT license is renewed annually in April of each year. In addition, the Foreign Air Operator Certificate issued by the FAA does not expire but is subject to revocation or suspension in certain circumstances in accordance with FAA regulations.

Charter Services

Charter operations are generally not covered by bilateral agreements, although charter services are covered under the Canada – US "Open Skies" agreement. Canadian government policy permits any Canadian carrier to operate charter services between Canada and any point in the world subject to prior approval of the Canadian and other appropriate regulatory authorities.

SECURITY INITIATIVES

Cargojet is committed to the security of its operations, employees and assets. The Company works with other stakeholders in the aviation industry, as well as regulators, airports, industry associations, service providers and other third parties, to ensure that the appropriate security measures are implemented in an efficient and effective manner.

Cargojet maintains a Security Program that is in compliance with Transport Canada regulations, the regulatory bodies of other countries such as the U.S. Transportation Security Administration ("**TSA**"), as well as IATA in conjunction with their IATA Operational Safety Audit ("**IOSA**") program. Cargojet continues to be compliant with the specific standards and communication protocols required by all countries in which Cargojet operates.

Cargojet remains vigilant in its Security Program and utilizes its participation in Transport Canada's Air Cargo Security Technical Committee, Advisory Group on Aviation Security ("**AGAS**"), Air Carrier Security Measures ("**ACSM**") Review Working Group and the All-Cargo and Mail Working Group to monitor upcoming regulatory changes and share best practices within the industry.

Transport Canada's Aviation Security

The Transport Canada Aviation Security Directorate is putting in place a Working Group to support the ACSM review and the development of the Air Carrier Security Program.

Cargojet is a participant in the ACSM Review Working Group. The primary goal of this engagement exercise is to obtain stakeholders' input on how best to update and streamline the ACSM from an industry perspective. A full review will ensure that the revised ACSM is up to date, risk based, and easy to understand, while at the same time, decreasing the regulatory burden on the industry with regards to compliance.

Transport Canada's Aviation Security Team has been engaging with selected external stakeholder representatives through organized discussions as per a 5 Pillar-based approach that covers the following topics: Security of Passengers, Carry-On Baggage, Requirements for In-Flight Security Officer, Foreign In-Flight Security Officer, Security of Checked-In Baggage, Security of Aircraft, Aviation Security Training, Threat Assessment, Cargo Security, Mail Security, Security of Catering Provisions, In-Flight Supplies, Diplomatic Baggage, Liquids, Gels, Aerosols and Security Tamper Evident Bags, and Canada to U.S Flights.

Cargojet currently anticipates that the new ACSM will come into force in the Spring, 2025.

Transport Canada Air Cargo Security Program – Screening Requirements

Phase 1 - International and Transborder All-Cargo Flights: Transport Canada implemented screening requirements for cargo transported on international and transborder all-cargo flights effective July 1, 2021, by which cargo needs to be secured using an approved Transport Canada explosives screening method. Cargojet has engaged canine screening as required to ensure compliance.

Phase 2 - Domestic All-Cargo Flights: The screening requirements for domestic all-cargo flights that were scheduled to become effective in February 2023 have been delayed by Transport Canada, which has communicated to stakeholders that there is currently no timeline for expanding the Air Cargo Security Program to include enhanced domestic all-cargo requirements.

Cargojet is expected to participate in the upcoming working group initiative to develop the proposed domestic all-cargo regulatory requirements.

TSA All-Cargo International Security Program ("ACISP")

The TSA identifies Cargojet as a Non-US All Cargo Air Carrier, and as such Cargojet is regulated under the ACISP for its flights operating into and out of the United States. The TSA conducts annual audits at non-U.S. locations to the United States, as well as locations in the United States to which Cargojet operates, to verify its compliance with the ACISP.

Currently the non-US locations to the United States are Mirabel (YMX), Calgary (YYC), Hamilton (YHM), Vancouver (YVR), Winnipeg (YWG), Guadalajara (GDL), Santa Lucia (NLU), Monterrey (MTY), Queretaro (QRO), Bogota (BOG), San Pedro (SAP), Quito (UIO), San Salvador (SAL), Campinas (VCP), Guatemala (GUA), San José (SJO), Managua (MGA), Panama (PTY), Willemstad (CUR), Port of Spain (POS), Callao (LIM), and Bermuda (BDA). The locations in the United States to which Cargojet operates are Cincinnati (CVG) and Miami (MIA), Newark (EWR) and New York (JFK).

TSA Requirement – DHL Subcontractors

Cargojet is the responsible party for the security measures at DHL Central and South American locations.

In addition to DHL being an authorized representative on behalf of Cargojet (a "**Cargojet Authorized Representative**"), all DHL subcontractors also require to be designated as a Cargojet Authorized Representative.

Cargojet is currently issuing Authorized Representative Letters to all the DHL subcontractors. In this way each subcontractor is notified of the job responsibilities, the training requirements for screeners and Air

Carrier Management Representatives. In addition, Cargojet is required to audit all subcontractors completing security functions on Cargojet's behalf to ensure compliance with the TSA ACISP.

Pre-Load Air Cargo Targeting

The following are the Pre-Load Advance Air Cargo Targeting ("**PACT**") Information Programs that are being implemented internationally to improve the security and screening capability of the supply chain:

- **ICS2** – EU Import Control System (European Union - EU)
- **Predict** – Pre-Departure Information for Cargo Targeting (United Kingdom - UK)
- **ACAS** - Air Cargo Advance Screening (US)
- **PACT (Canada)**
- **Precise (EU)**
- **NAI Center** – National Advance Information Center (United Arab Emirates - UAE)
- Other governments are expected to follow similar initiatives.

The Transport Canada PACT Program regulatory requirements are intended to come into force in Fall 2024.

The Transport Canada proposed regulatory changes would create requirements for all air carriers, transporting cargo on flights to Canada, to submit Pre-Loading Advance Cargo Information to Transport Canada. This will allow Transport Canada to risk assess the cargo before it is loaded on an aircraft. Risk assessment will incorporate the use of artificial intelligence to target potential threats to aviation security.

Cargojet is in the process of activating the licensing process for the foregoing programs as they become mandatory.

Customs Trade Partnership Against Terrorism ("C-TPAT") and Partners in Protection ("PIP")

Cargojet is a certified participant of the C-TPAT, which is a U.S. Customs and Border Protection ("**CBP**") Department of Homeland Security initiative with the purpose to secure the entire supply chain, both domestic and foreign, of goods imported to the United States, against possible compromise to further enhance Canada/U.S. Border security. Participants must meet minimum security requirements and designated best practices. CBP supply chain specialists verify compliance in the United States and around the globe.

PIP is a cooperative program between private industry and the Canada Border Services Agency ("**CBSA**") aimed at enhancing border and trade chain security.

The CBSA has signed Mutual Recognition Agreements recognizing the compatibility of its PIP program with various foreign Authorized Economic Operator programs, to include the C-TPAT program.

PIP is a requirement requested by DHL for the Customs Low Value Shipment Program, and therefore Cargojet applied to become a PIP participant through the completion of the Security Profile using the Trusted Trader Portal web application. The PIP program is voluntary with no costs.

Cargojet's PIP application is under review by CBSA and has been reset to late 2024 due to penalties issued to Cargojet. The application cannot be resubmitted until 12 months following to the date of the last AMP fine.

Transport Canada Forward Regulatory Plan Aviation Initiatives April 2022 – April 2024

The Transport Canada Canadian Aviation Regulation Advisory Council communicated to CARAC members the "Forward Regulatory Plan Initiatives April 2022 – April 2024". This plan provides information on planned and potential regulatory initiatives that Transport Canada expects to publish in Canada Gazette I in 2024.

The following is a summary of the initiatives that may apply to Cargojet:

Item 2. Preload Air Cargo Targeting Program: Cargojet is already a participant in the PACT Program;

Item 3. Security Management System ("**SeMS**");

Item 6. Approved Training Organizations;

Item 9. Night Visual Flight Rules Operations;

Item 11. Aircraft ID, Registration, and the Operation of a Leased Aircraft by a Non-Registered Owner;

Item 15. Personal Training, Qualification, and Licensing;

Item 16. Approach Ban;

Item 17. Safety Management Systems (SMS); and

Item 19. Various Amendments, 2021.

In 2024, Transport Canada will continue reviewing and modernizing the Canadian Aviation Regulations (CARs) to respond to evolving industry needs and circumstances. Specific updates to the CARs are outlined in the Department's Forward Regulatory Plan.

SEASONALITY

Traditionally, Cargojet has experienced its best operating results in the third and fourth quarters of each year. Shipping activity is usually the best in the fourth quarter as a result of the holiday season and is usually the lowest in the first quarter. Accordingly, the seasonal nature of the business of Cargojet will affect the reported quarterly financial results of operations of Cargojet.

EMPLOYEES

As at December 31, 2023, Cargojet employed approximately 1,838 employees: 84 in administration; 430 in airline operations; 294 in maintenance; and 1,030 in cargo operations. This number is not indicative of the total number of employees at any time throughout the year as the business of Cargojet is affected by seasonal peak experienced in the fourth quarter or in any future period when the hourly employees may be at maximum due to recruitment on a needs basis. Cargojet has implemented a succession plan requirement across the Company to ensure that there is a ready and capable pool of employees to perform in the event of turnover, retirements or other employee attrition.

On September 16, 2021, the Canadian Industrial Relations Board ("**CIRB**") certified the Air Line Pilots Association ("**ALPA**") as the representative of Company's pilots replacing UNIFOR. On May 21, 2019, the Company and UNIFOR agreed to bring in changes in the terms of the agreement to meet the requirements of the Transportation Canada fatigue regulations. The changes include the extension of the contract for three more years until June 30, 2026, workload scheduling and introduction of a new incentive program. Previously, in July 2018, the Company renewed its five year collective agreement with the pilots. The contract was ratified on July 28, 2018 and became effective as of July 1, 2018 and contains no-strike/no-lockout provision covering re–negotiation at the end of the term. The terms and conditions of the contract will remain in place and in effect.

None of Cargojet's other employees are unionized and Cargojet has never experienced a work stoppage. Management believes that it maintains a strong and positive relationship with its employees.

INDUSTRY RECOGNITION

In October 2023, Cargojet announced the renewal of its IOSA registration. IOSA is an internationally recognized and accepted evaluation system designed to assess the operational management and control systems of an airline. IOSA uses internationally recognized quality audit principles to conduct audits in a standardized and consistent manner. Cargojet is very proud to be the only Canadian air cargo carrier that is a full member of IATA.

Cargojet continues to receive industry recognition for performance. In Fiscal 2023, Cargojet was once again, for the twenty-first year, awarded the Shipper's Carrier of Choice Award by Canadian Shipper magazine. Cargojet is the only Canadian air cargo carrier to receive this honour.

In July 2023, Cargojet announced the successful recertification of its ISO 9001 Quality Standard Accreditation, for the twenty-first consecutive year. Cargojet is the only air cargo carrier in Canada with this accreditation. This accreditation reinforces the continuity of the value added, safe, on time and reliable service Cargojet provides to its customers on a daily basis.

FINANCIAL OVERVIEW

BORROWINGS

The Company has a syndicated committed revolving credit facility with a syndicate of financial institutions (collectively, the "**Lenders**"), in respect of which Royal Bank of Canada acts as administrative agent, under which a revolving operating credit facility (the "**Credit Facility**") and a delayed-draw term facility (the "**DDTL Facility**" and, together with the Credit Facility, the "**Facilities**") availed through its subsidiary Cargojet Airways Ltd., as borrower. The maturity date of the Facilities is July 22, 2027.

On February 7, 2022, the Company amended the Credit Facility which allowed for an increase of $100 million to $600 million upon request by the Company and subject to approval by the Lenders. These amendments also included extension of maturity date of the Credit Facility to February 7, 2027 and a waiver of the requirement for the Company to create any additional security on newly acquired aircraft and aircraft lease buybacks unless and until (i) the aggregate drawn amount under the Credit Facility exceeds $400 million for more than ninety consecutive days or (ii) the Total Adjusted Leverage Ratio (as defined in the Facilities) exceeds 2.0 as at the end of any fiscal quarter.

On July 22, 2022, the Company further amended its syndicated committed revolving credit facility with the Lenders to establish the DDTL Facility up to an aggregate amount of US$400 million. Under this amendment, it was reconfirmed that the Company was not required to create any additional security on newly acquired aircraft and aircraft lease buybacks unless and until the Total Adjusted Leverage Ratio exceeded 2.0 as at the end of any fiscal quarter. The criteria that the aggregate drawn amount under the Credit Facility does not exceed $400 million for more than ninety consecutive days was waived. The maturity date of the Credit Facility was also further extended to July 22, 2027 to coincide with the maturity date of the DDTL Facility. The DDTL Facility was available to be drawn until January 22, 2024 by way of advances subject to minimum draws. As of January 22, 2024, a principal amount of $427.0 million was drawn under the DDTL Facility and any undrawn amount under the DDTL Facility thus expired as of such date.

For each advance under the DDTL Facility, the borrower is required to pay a quarterly principal amortization payment in respect thereof in an amount equal to 1.25 % of such advance. On the DDTL maturity date, the borrower shall pay all amounts then outstanding under the DDTL Facility. The DDTL Facility can be used for general purposes, including purchase of aircraft and other capital expenditures. The outstanding borrowings under the Credit Facility were rolled over and considered as withdrawals from the DDTL Facility. All terms and conditions of the DDTL Facility became applicable on said borrowings.

The Credit Facility bears interest payable monthly, at the lead Lender's prime lending rate / US base rate plus 20 basis points to 250 basis points, depending on the currency of the advance and certain financial ratios of the Company. No scheduled repayments of principal are required under the Credit Facility prior to maturity. Amounts drawn on the Credit Facility may be advanced to the Company and its subsidiaries by way of intercompany loans. The Credit Facility is used primarily to finance the working capital requirements and capital expenditures of the Company and its subsidiaries.

The Facilities are secured by the following: (i) general security agreement constituting a first ranking security interest over all personal property of Cargojet Airways Ltd., as borrower, subject to certain permitted encumbrances (including those of aircraft financing parties); (ii) guarantee and postponement of claim supported by a general security agreement constituting a first ranking security interest over all personal property of the Company and its other material subsidiaries subject to certain permitted encumbrances; (iii) charge over real property of the Company at Hamilton International Airport; (iv) security over certain aircraft owned by the Company which are not otherwise unencumbered; and (v) assignment of insurance proceeds.

The Facilities are available at the Company's option by way of advances in the form of prime rate loan, and Banker's Acceptance in Canadian dollars, SOFR loan and US Base rate loan in US dollars and letter of credits in Canadian or US dollars. Advances under the Facilities are repayable without any prepayment penalties and bear interest based on the prevailing prime rate, US base rate or at a banker's acceptance rate, as applicable, plus an applicable margin to those rates. The Facilities are subject to customary terms and conditions for borrowers of this nature, including limits on incurring additional indebtedness, granting liens or selling assets without the consent of the Lenders, and restrictions on the Company's ability to pay dividends in certain circumstances. The Facilities are also subject to the maintenance of a minimum fixed charge coverage ratio and a total adjusted leverage ratio.

DHL WARRANTS

As part of the strategic agreement with DHL, the Company has issued to DHL the DHL Warrants. The DHL Warrants entitle DHL to acquire up to 1,645,000 Variable Voting Shares, which represented 9.5% of the Voting Shares, on a non-diluted basis as of the date of issuance of the DHL Warrants. See "*Material Contracts – DHL Warrant Certificate*" and "*Strategic Partnerships – Strategic Agreement with DHL*".

AMAZON WARRANTS

As part of the strategic agreement with Amazon, the Company has issued to the Amazon Warrantholder the Amazon Warrants, in two tranches. The first tranche of the Amazon Warrants entitles the Amazon Warrantholder to acquire up to 1,589,231 Variable Voting Shares of the Company, which represented 9.9% of the Voting Shares, including vested options and outstanding restricted share units, on a post-exercise basis as of the date of issuance of the Amazon Warrants (the "**First Tranche Amazon Warrants**"). The second tranche of the Amazon Warrants entitles the Amazon Warrantholder to acquire up to 802,650 Variable Voting Shares of the Company, which represented 5.0% of the Voting Shares on a fully-diluted and post-exercise basis as of the date of issuance of the Amazon Warrants (the "**Second Tranche Amazon Warrants**"). See "*Material Contracts – Amazon Warrant Certificate*" and "*Strategic Partnerships – Strategic Agreement with Amazon*".

5.25% HYBRID DEBENTURES DUE JUNE 30, 2026

In July 2020, the Company issued $115 million of 5.25% listed senior unsecured hybrid debentures (the "**5.25% 2026 Debentures**"). The 5.25% 2026 Debentures are direct, senior unsecured obligations of the Company and rank subordinate to all existing and future senior secured and other secured indebtedness of the Company, and rank *pari passu* to all existing and future senior unsecured, and other unsecured and unsubordinated indebtedness of the Company. The 5.25% 2026 Debentures rank *pari passu* with the Company's 5.75% listed senior unsecured hybrid debentures due April 30, 2025.

The 5.25% 2026 Debentures bear interest at a rate of 5.25% per annum, payable semiannually in arrears on June 30 and December 31 of each year. The 5.25% 2026 Debentures will mature on June 30, 2026.

On or after June 30, 2023 and prior to June 30, 2024, the 5.25% 2026 Debentures are redeemable by the Company, in whole or in part from time to time, on not more than 60 days and not less than 40 days prior notice at a redemption price equal to 103.9375% of the principal amount of the 5.25% 2026 Debentures redeemed plus accrued and unpaid interest, if any, up to but excluding the date set for redemption. On and after June 30, 2024 and prior to June 30, 2025, the 5.25% 2026 Debentures may be redeemed by the Company, in whole or in part from time to time, on not more than 60 days and not less than 40 days prior notice at a redemption price equal to 102.625% of the principal amount of the 5.25% 2026 Debentures redeemed plus accrued and unpaid interest, if any, up to but excluding the date set for redemption. On and after June 30, 2025 and prior to the Maturity Date, the 5.25% 2026 Debentures may be redeemed in whole or in part at the option of the Company on not more than 60 days and not less than 40 days prior notice at a price equal to their principal amount plus accrued and unpaid interest, if any, up to but excluding the date set for redemption. The Company has the option to satisfy its obligations to repay the principal amount of the 5.25% 2026 Debentures, plus accrued and unpaid interest, due at redemption or maturity by issuing and delivering that number of freely tradeable Common Voting Shares and/or Variable Voting Shares, as applicable, in accordance with the terms of the indenture governing the 5.25% 2026 Debentures. See "*Material Contracts – 5.25% 2026 Debenture Indenture*" for more information on the 5.25% 2026 Debentures.

5.75% HYBRID DEBENTURES DUE APRIL 30, 2025

In April 2019, the Company issued $115 million of 5.75% listed senior unsecured hybrid debentures (the "**5.75% 2025 Debentures**"). The 5.75% 2025 Debentures are direct, senior unsecured obligations of the Company and rank subordinate to all existing and future senior secured and other secured indebtedness of the Company, and rank *pari passu* to all existing and future senior unsecured, and other unsecured and unsubordinated indebtedness of the Company. The 5.75% 2025 Debentures rank *pari passu* with the Company's 5.25% 2026 Debentures.

The 5.75% 2025 Debentures bear interest at a rate of 5.75% per annum, payable semiannually in arrears on April 30 and October 31 of each year. The 5.75% 2025 Debentures will mature on April 30, 2025.

On or after April 30, 2023 and prior to April 30, 2024, the 5.75% 2025 Debentures are redeemable by the Company, in whole or in part from time to time, on not more than 60 days and not less than 40 days prior notice at a redemption price equal to 102.875% of the principal amount of the 5.75% 2025 Debentures redeemed plus accrued and unpaid interest, if any, up to but excluding the date set for redemption. On and after April 30, 2024 and prior to the Maturity Date, the 5.75% 2025 Debentures may be redeemed in whole or in part at the option of the Company on not more than 60 days and not less than 40 days prior notice at a price equal to their principal amount plus accrued and unpaid interest, if any, up to but excluding the date set for redemption. The Company has the option to satisfy its obligations to repay the principal amount of the 5.75% 2025 Debentures, plus accrued and unpaid interest, due at redemption or maturity by issuing and delivering that number of freely tradeable Common Voting Shares and/or Variable Voting Shares, as applicable, in accordance with the terms of the indenture governing the 5.75% 2025 Debentures. See "*Material Contracts – 5.75% 2025 Debenture Indenture*" for more information on the 5.75% 2025 Debentures.

AIRCRAFT FINANCE LEASES

In 2023, the Company exercised the bargain purchase option for one B767-300 aircraft under finance lease and paid the entire outstanding amount thereof.

In 2023, the Company entered into finance lease arrangement for additional B767-300 aircraft that includes a bargain purchase option in June 2023 at a predetermined price and the effective interest rate of the lease is 6.4%.

The Company currently has two finance lease arrangements for two B767-300 aircraft that include a bargain purchase option. The leases are deemed to be maturing on the exercise date of the bargain purchase options in October 2027 and June 2030, respectively.

DIVIDENDS

The Company declared aggregate cash dividends of $1.1726 per Voting Share for Fiscal 2023, $1.1180 per Voting Share for Fiscal 2022 and $1.0400 per Voting Share for Fiscal 2021. Cash dividends declared by the Company were based on all amounts received by the Company, including interest, dividends, redemption proceeds, and purchase for cancellation proceeds, returns of capital and repayments of indebtedness net of reasonable expenses, as determined by the board of directors of the Company (the "**Board**").

The declaration and payment of future dividends will be at the discretion of the Board, are subject to restrictions under our Facilities and may be affected by various other factors, including our earnings, levels of indebtedness, financial condition and legal or contractual restrictions. Subject to financial results, capital requirements, available cash flow and any other factors that the Board may consider relevant, it is the intention of the Board to declare a quarterly dividend on an ongoing basis. The amount and timing of the payment of any dividends are not guaranteed and are subject to the discretion of the Board. See "*Risk Factors — Financial Risks — Declaration of Dividends – There can be no assurance that dividends will be distributed on a regular basis or at all*". Cargojet has no immediate plan to change its dividend policy.

The Company's Facilities restrict its ability to declare dividends in certain circumstances. For instance, the Company may not declare or pay dividends or other distributions if a default exists under the Facilities and the Company may not increase the dividend rate on its Voting Shares in respect of any particular fiscal quarter from the dividend rate declared in respect of the immediately prior fiscal quarter where the amount, if any, by which all distributions made during such prior fiscal quarter and the three immediately preceding fiscal quarters would exceed 75% of the aggregate amount of free cash flow for such period of four fiscal quarters as defined under the terms of Facilities.

DESCRIPTION OF CAPITAL STRUCTURE

Cargojet is authorized to issue an unlimited number of no par value Common Voting Shares and an unlimited number of no par value Variable Voting Shares. The Common Voting Shares and Variable Voting Shares are traded on the TSX under the single ticker "CJT". The following table sets out the shares of the Company outstanding as of December 31, 2023:

Capital	Authorized/ Principal	Outstanding number of shares
Common Voting Shares	Unlimited	15,740,740
Variable Voting Shares	Unlimited	1,126,503
Total Common and Variable Voting Shares		16,867,243

The summary below describes the rights, privileges, restrictions and conditions attached to the Common Voting Shares and Variable Voting Shares. This summary does not purport to be complete and is subject to, and is qualified in its entirety by, the Articles of Incorporation and Arrangement of Cargojet (the "**Articles**"), a copy of which is available under the Company's profile on SEDAR+ at www.sedarplus.ca and on the Company's corporate website at www.cargojet.com.

The amendments to the Articles of the Company, as described under "*Foreign Ownership Limits*" below, were approved by shareholders at the annual and special meeting of the Company held on March 30, 2020 and became effective on April 2, 2020. Among other things, the amendments removed preferred shares from the authorized capital of the Company. There are no preferred shares of the Company issued and outstanding.

EXEMPTIVE RELIEF FROM TAKE-OVER BID AND EARLY WARNING RULES

On May 1, 2019, the Company received an exemption to treat its Variable Voting Shares and Common Voting Shares as a single class for the purposes of applicable take-over bid requirements and early warning reporting requirements contained under Canadian securities laws. The securities regulatory authorities in each of the provinces of Canada granted exemptive relief (the "**Decision**") from: (i) applicable formal takeover bid requirements, as contained under Canadian securities laws, such that those requirements would only apply to an offer to acquire 20 per cent or more of the outstanding Variable Voting Shares and Common Voting Shares on a combined basis; (ii) applicable early warning reporting requirements, as contained under Canadian securities laws, such that those requirements would only apply to an acquirer who acquires or holds beneficial ownership of, or control or direction over, 10 per cent or more of the outstanding Variable Voting Shares and Common Voting Shares on a combined basis (or five per cent in the case of acquisitions during a take-over bid or an issuer bid); and (iii) applicable alternative monthly reporting requirements, as contained under Canadian securities laws, such that eligible institutional investors may meet the eligibility criteria for alternative monthly reporting by calculating its security holdings using (A) a denominator comprised of all outstanding Common Voting Shares and Variable Voting Shares on a combined basis, and (B) a numerator including all of the Common Voting Shares and Variable Voting Shares owned or controlled by the eligible institutional investor. A copy of the Decision is available under the Company's profile on SEDAR+ at www.sedarplus.ca.

The Decision takes into account that the Company's dual class shareholding structure was implemented solely to ensure compliance with the foreign ownership requirements of the Act. An investor does not control or choose which class of shares it acquires and holds. The class of shares ultimately available to an investor is solely a function of the investor's status as a Canadian or non-Canadian (as defined in the

Act). Due to the relatively small number of outstanding Variable Voting Shares, absent the Decision, it may have been more difficult for non-Canadian investors to acquire Variable Voting Shares in the ordinary course without the apprehension of inadvertently triggering the takeover bid rules or early warning requirements. The Decision considered the fact that the Variable Voting Shares and Common Voting Shares have identical terms except for the foreign ownership voting limitations applicable in the case of the Variable Voting Shares.

FOREIGN OWNERSHIP LIMITS

The Act requires that national holders of a domestic air service license and, with certain exceptions, scheduled international and non-scheduled international air service licenses, such as Cargojet, be "Canadian". In 2018, certain provisions of the TMA became effective and amended, among other things, the definition of "Canadian" under section 55(1) of the Act to increase foreign ownership limits in Canadian air carriers from 25% to 49%, provided that no single non-Canadian holds more than 25% of the voting interests and provided that non-Canadian air service providers do not, in the aggregate, hold more than 25% of the voting interests in a Canadian airline (the "**CTA Amendments**").

The CTA Amendments increased the overall maximum level of non-Canadian ownership and control of voting interests in an air carrier to 49%, while also introducing and prescribing maximum ownership levels of 25% respectively for:

- Any single non-Canadian holder, either individually or in affiliation with any other person; and
- Any one or more non-Canadian holders authorized to provide an air service in any jurisdiction (in the aggregate), either individually or in affiliation with any other person.

In response to these new legislative thresholds, the Company received court and shareholder approval in Fiscal 2020 for a plan of arrangement under section 182 of the OBCA to effect the CTA Amendments to the Company's Articles to align the restrictions on the level of non-Canadian ownership and voting control with those prescribed by the definition of "Canadian" in the recently amended Act. In particular, the Company amended its Articles to:

- increase the current single 25% proportional voting limitation with respect to the Variable Voting Shares as a class to 49%;
- Add a 25% voting limitation to any single non-Canadian holder, either individually or in affiliation with any other person; and
- Add a 25% aggregate voting limitation to all non-Canadian holders authorized to provide an air service, either individually or in affiliation with any other person.

COMMON VOTING SHARES

Exercise of Voting Rights

The holders of Common Voting Shares will be entitled to receive notice of, and to attend and vote at all meetings of shareholders, except those at which holders of a specific class are entitled to vote separately as a class under the OBCA. Each Common Voting Share shall confer the right to one vote at all meetings of shareholders.

Dividends

Subject to the rights, privileges, restrictions and conditions attached to any class of the Company's shares ranking prior to the Common Voting Shares, holders of Common Voting Shares are entitled to receive any dividends that are declared by the Board at the times and for the amounts that the Board may, from time to time, determine. The Common Voting Shares and Variable Voting Shares shall rank equally as to dividends on a share-for-share basis. All dividends declared shall be declared in equal or equivalent amounts per share on all Voting Shares then outstanding, without preference or distinction.

Subdivision or Consolidation

No subdivision or consolidation of the Common Voting Shares shall occur unless simultaneously, the Variable Voting Shares are subdivided or consolidated in the same manner so as to maintain and preserve the respective rights of the holders of each of these classes of shares.

Rights in the Case of Liquidation, Winding-Up or Dissolution

Subject to the rights, privileges, restrictions and conditions attached to any class of Cargojet shares ranking prior to the Common Voting Shares, in the case of liquidation, dissolution or winding-up of Cargojet, the holders of Voting Shares are entitled to receive the Company's remaining property and are entitled to share equally, share-for-share, in all distributions of such assets.

Constraints on Share Ownership and Conversion of Common Voting Shares to Variable Voting Shares

Each Common Voting Share may only be held, beneficially owned and controlled, directly or indirectly, by Canadians. An issued and outstanding Common Voting Share shall be converted into one Variable Voting Share, automatically and without any further act of the Company or the holder, if such Common Voting Share becomes held, beneficially owned or controlled, directly or indirectly, other than by way of security only, by a person who is not a Canadian.

VARIABLE VOTING SHARES

Exercise of Voting Rights

The holders of Variable Voting Shares will be entitled to receive notice of, to attend and vote at all meetings of shareholders, except those at which the holders of a specific class are entitled to vote separately as a class under the OBCA.

Each Variable Voting Share confers the right to one vote unless:

(i) the number of Variable Voting Shares held by any single non-Canadian, either individually or in affiliation with any other person, as a percentage of the total number of issued and outstanding Voting Shares of Cargojet, or the total number of votes that would be cast by or on behalf of any single non-Canadian holder of Variable Voting Shares, either individually or in affiliation with any other person, at any meeting in relation to the total number of votes cast at such meeting, exceeds 25% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the directors of Cargojet);

(ii) the number of Variable Voting Shares held collectively by one or more non-Canadians authorized to provide air service in any jurisdiction ("**Non-Canadian Air Carrier**"), either individually or in affiliation with any other person, as a percentage of the total number of issued and outstanding Voting Shares of Cargojet, or the total number of votes that would be cast by or on behalf of one or more Non-Canadian Air Carrier holders of Variable Voting Shares, either individually or in affiliation with any other person, at any meeting in relation to the total number of votes cast at such meeting and after the application of the voting restriction in (i) above if required, exceeds 25% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the directors of Cargojet); or

(iii) the number of Variable Voting Shares, as a percentage of the total number of issued and outstanding Voting Shares of Cargojet, or the total number of votes that would be cast by or on behalf of holders of Variable Voting Shares at any meeting in relation to the total number of votes cast at such meeting and after the application of the voting restrictions in (i) and (ii) above if required, exceeds 49% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the directors of Cargojet).

If either of the thresholds in (i) or (ii) above would otherwise be exceeded at any time, the vote attached to each of their Variable Voting Shares will decrease proportionately and automatically without further act or formality such that the Variable Voting Shares held, as applicable, by any single non-Canadian or by all Non-Canadian Air Carriers, either individually or in affiliation with any other person, do not carry more than 25% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the directors of Cargojet) of the aggregate votes attached to all issued and outstanding Voting Shares of Cargojet and the total number of votes cast, as applicable, by or on behalf of any single non-Canadian or by all Non-Canadian Air Carriers, either individually or in affiliation with any other person, at any meeting do not exceed 25% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the directors of Cargojet) of the total number of votes cast at such meeting. For greater certainty, a single Non-Canadian Air Carrier would also constitute a single non-Canadian holder for purposes of the voting restriction in (i) above.

If the threshold in (iii) above would otherwise be exceeded at any time, the vote attached to each Variable Voting Share will decrease proportionately and automatically without further act or formality such that the Variable Voting Shares do not carry more than 49% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the directors of Cargojet) of the aggregate votes attached to all issued and outstanding Voting Shares of Cargojet and the total number of votes cast by or on behalf of holders of Variable Voting Shares at any meeting do not exceed 49% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the directors of Cargojet) of the total number of votes cast at such meeting.

Dividends

Subject to the rights, privileges, restrictions and conditions attached to any other class of the Company's shares ranking prior to the Variable Voting Shares, the holders of Variable Voting Shares are entitled to receive any dividends that are declared by the Board at the times and for the amounts that the Board may, from time to time, determine. The Variable Voting Shares shall rank equally with the Common Voting Shares as to dividends on a share-for-share basis. All dividends shall be declared in equal or equivalent amounts per share on all Voting Shares then outstanding, without preference or distinction.

Subdivision or Consolidation

No subdivision or consolidation of the Variable Voting Shares shall occur unless simultaneously, the Common Voting Shares are subdivided or consolidated in the same manner so as to maintain and preserve the relative rights of the holders of each of these classes of shares.

Rights in the Case of Liquidation, Winding-Up or Dissolution

Subject to the rights, privileges, restrictions and conditions attached to the other classes of Cargojet's shares ranking prior to the Variable Voting Shares, in the case of liquidation, dissolution or winding-up of the Company, the holders of Voting Shares are entitled to receive Cargojet's remaining property and are entitled to share equally, share-for-share, in all distributions of such assets.

Constraints on Share Ownership and Conversion of Variable Voting Shares to Common Voting Shares

Each Variable Voting Share may only be held, beneficially owned or controlled, directly or indirectly, by non-Canadians. An issued and outstanding Variable Voting Share shall be converted into one Common Voting Share, automatically and without any further act of the Company or the holder if such Variable Voting Share becomes held, beneficially owned and controlled, directly or indirectly, other than by way of security only, by a Canadian.

MARKET FOR SECURITIES

TRADING PRICE AND VOLUME

Effective May 8, 2019, Cargojet's Common Voting Shares and Variable Voting Shares began trading on the TSX under a single ticker designated "CJT" and were designated for purposes of trading on the TSX and reporting in brokerage accounts under the single designation of "Common and Variable Voting Shares" of Cargojet. During Fiscal 2023, the Voting Shares, the 5.75% 2025 Debentures and the 5.25% 2026 Debentures were listed on the TSX under the symbols "CJT", "CJT.DB.E" and "CJT.DB.F" respectively.

The following tables set forth the monthly ranges of high and low closing prices on the TSX, as well as total monthly volumes on the TSX, of the Voting Shares, the 5.75% 2025 Debentures and the 5.25% 2026 Debentures for the periods indicated:

	Voting Shares		
2023	High ($)	Low ($)	Volume
January	122.55	118.35	1,621,134
February	130.18	126.48	1,115,664
March	112.11	108.24	1,940,540
April	108.62	105.98	1,013,024
May	108.47	105.78	947,149
June	99.86	97.54	951,360
July	96.40	94.27	1,037,100
August	98.70	95.51	1,202,937
September	97.47	95.06	886,439
October	87.27	84.34	878,723
November	90.67	87.80	1,208,266
December	113.40	110.10	1,476,720

	5.75% Hybrid Debentures (2025)			5.25% Hybrid Debentures (2026)		
2023	High ($)	Low ($)	Volume	High ($)	Low ($)	Volume
January	98.70	98.08	1,112,000	97.70	97.28	741,000
February	100.03	99.68	763,000	98.68	98.38	579,000
March	98.98	98.40	1,225,972	97.65	96.82	904,000
April	100.03	99.77	623,000	96.14	95.61	1,952,000
May	99.47	99.17	333,972	95.47	94.95	1,273,000
June	98.33	97.65	904,000	95.07	94.41	793,000
July	97.26	96.79	620,000	95.13	94.80	796,000
August	98.52	98.23	744,000	95.17	94.95	826,000
September	98.11	97.71	530,000	94.87	94.63	405,000
October	96.06	95.71	822,000	92.21	91.42	978,000
November	97.08	96.37	782,009	92.89	92.39	1,078,000
December	97.72	97.30	780,000	95.11	94.51	1,180,000

DIRECTORS AND OFFICERS

Name, Occupation and Security Holding

The following tables set out, for each of the current directors and executive officers of Cargojet: the individual's name, province and country of residence, positions with Cargojet as of the date hereof and principal occupation(s) during the five preceding years. The term of office for each of the directors of Cargojet will expire at the next annual meeting of shareholders of Cargojet to be held on April 11, 2024. As at the date hereof, the directors and executive officers of Cargojet as a group beneficially own, or control or direct, directly or indirectly, 488,275 Voting Shares, representing approximately 2.89% of the Company on a non-diluted basis. The information as to Voting Shares beneficially owned or over which control or direction is exercised, not being within the knowledge of the Company, has been furnished by the respective directors and executive officers individually.

DIRECTORS

Name and Province or State and Country of Residence	Position(s) with the Company	Position with the Company Since	Principal Occupation for Past Five Years[1]	Voting Shares Beneficially Owned, Controlled or Directed[2]
Dr. Ajay Virmani Ontario, Canada	Executive Chairman and Director	2005	Executive Chairman since January 1, 2024; Former President and Chief Executive Officer of Cargojet	418,813/ 2.48%
Arlene Dickinson[3][4][5] Ontario, Canada	Director	2018	Founder and Managing General Partner of District Ventures Executive Chair of Believeco: Partners	10,304 / 0.06%
Mary Traversy[3][4][5] Ontario, Canada	Director	2023	Former Chief Operating Officer at Canada Post Board of Governors at York University and The Ottawa Hospital	-
Paul V. Godfrey[3][4][5] Ontario, Canada	Lead Director and Director	2009	Former Chairman of the Board Founder and Special Advisor to the Chief Executive Officer and Board of Postmedia Network; Former Chairman of Postmedia Network; Former Executive Chairman and Chief Executive Officer of Postmedia Network	24,988 / 0.15%
John P. Webster[3][4][5] Ontario, Canada	Director	2005	President and Chief Executive Officer of Scotia Mortgage Corporation	5,988 / 0.04%

			President and Chief Executive Officer of Maple Trust Company	

Notes:

(1) For additional information about each of the directors, see biographical information below.
(2) Number of shares and percentage of total issued and outstanding Voting Shares on a non-diluted basis.
(3) Member of the Compensation and Nominating Committee. Mr. Webster is Chair of the Compensation and Nominating Committee.
(4) Member of the Corporate Governance Committee. Mr. Godfrey is Chair of the Corporate Governance Committee.
(5) Member of the Audit Committee. Ms. Dickinson is Chair of the Audit Committee.

Dr. Ajay Virmani: Dr. Virmani has over 45 years' experience in the transportation industry. Dr. Virmani served as Senior Vice President of Cottrell Transport Inc. ("Cottrell") from 1977 to 1990 when he left Cottrell to form Commercial Transport International (Canada) Ltd. ("CTI"). In 1992, CTI acquired Fastair Cargo Systems Ltd. ("Fastair") Dr. Virmani was President and Chief Executive Officer from 1990 to 2000. CTI/Fastair acquired Cottrell in 1995 and the air cargo division of TNT Worldwide in 1996. By 1999, CTI and Fastair had grown to one of the largest freight forwarders in Canada, with both companies employing over 400 team members, combined revenues of approximately $100 million. CTI/Fastair were acquired in January of 2000 by Eagle Global Logistics where Dr. Virmani continued to serve as President from 2000 to 2001. In August 2001, Dr. Virmani, formed Canada 3000 Cargo Inc., a joint venture with Canada 3000 Airlines. In 2002, Dr. Virmani acquired 100 % Canada 3000 Cargo Inc. and rebranded the new company as Cargojet Canada Ltd. In 2005, Cargojet was converted to a public company. After 22 years serving as the President and Chief Executive Officer of Cargojet since its inception, Dr. Virmani stepped into the role of Executive Chairman effective January 1, 2024. Dr. Virmani was appointed to the board of TD Bank on August 24, 2022. Dr. Virmani earned a Masters of Business Administration from City University of New York in 1985 and was honoured with a Doctor of Laws degree by Assumption University in Windsor Ontario.

Arlene Dickinson: Ms. Arlene Dickinson is the Founder and Managing General Partner of District Ventures Capital, a Venture Capital firm investing in the food/beverage and health/wellness sectors. She is the founder of District Ventures Accelerator, a national accelerator program supporting entrepreneurs in the Consumer Goods sector. Ms. Dickinson is also the CEO and sole owner of Venture Communications Ltd. one of Canada's largest independent full service marketing agencies, founded in 1984, and has worked with some of Canada's largest brands. Ms. Dickinson is an Honorary Captain of the Royal Canadian Navy and is the recipient of Honorary Doctorate Degrees from Mount Saint Vincent University, Saint Mary's University, Concordia University as well as Honorary Degrees from Northern Alberta Institute of Technology and Olds College. She is the recipient of The Queen Elizabeth II Diamond Jubilee Medal. Ms. Dickinson has served on numerous public and private boards.

Mary Traversy: After 35 years at Canada Post, Mary Traversy retired in 2019, having spent her last years as the Chief Operating Officer. As the COO, Mary was responsible for the 50,000 employees involved in the collection, processing and delivery of mail and parcels. Mary managed a $5 billion operating and capital budget and oversaw Engineering and Real Estate. During her tenure at Canada Post, Mary held positions in Operations, Human Resources, Labour Relations, led transformational projects and sat on the boards of subsidiaries, Purolator and Innovapost. Since retiring, Mary has joined the Board of Governors at York University and The Ottawa Hospital. Mary holds a Bachelor of Public Administration from Carleton University and completed the ICD-Rotman Director Education Program.

Paul Godfrey: Mr. Godfrey currently serves as Founder and Special Advisor to the CEO and board of Postmedia Network. Mr. Godfrey stepped down from his role as Chairman at the end of the calendar year, 2022. Mr. Godfrey served as Executive Chairman of Postmedia Network from January 2021 to December 2022. He also served as the Chief Executive Officer of Postmedia Network Canada Corp. until January 2019. Mr. Godfrey is the Chairman of Bragg Gaming Group, Inc. First elected to public office in 1964, Mr. Godfrey served as Chairman of the Metropolitan Toronto Council from 1973 to 1984. In 1984, Mr. Godfrey joined the Toronto Sun as Publisher and Chief Executive Officer and served as President and Chief Executive Officer of the Sun Media Corporation from 1992 to 2000. Mr. Godfrey has also served as the President and Chief Executive Officer of the Toronto Blue Jays Baseball Club from 2000 to 2008. Mr. Godfrey was previously Chair of the Ontario Lottery and Gaming Corporation. Mr. Godfrey graduated from the University of Toronto with a Bachelor of Applied Science in Chemical Engineering. As of calendar year 2021, Mr. Godfrey is no longer an executive of any public company.

John Webster: Mr. Webster has been the President and Chief Executive Officer of Scotia Mortgage Corporation since 2006. Mr. Webster has also been the President and Chief Executive Officer of Maple Trust Company since 1989. Maple Trust Company was acquired by Scotia in 2006. He has been the Chief Executive Officer and previously, the Chief Operating Officer, for regulated financial institutions for over 30 years. During such time Mr. Webster has participated in overseeing numerous internal and external audits as a member of senior management and as a board member. Mr. Webster's current and previous directorships include Maple Trust Company, Scotia Mortgage Corporation, Filogix Inc. and Dundee Financial Corporation. Mr. Webster received an Honours BA from Wilfred Laurier University and an LL.B and B.C.L. from McGill University.

EXECUTIVE OFFICERS WHO DO NOT SERVE AS DIRECTORS

Name and Province or State and Country of Residence	Current Position/Office with the Company	Principal Occupation During Past Five Years	Position with the Company Since	Voting Shares Beneficially Owned, Controlled or Directed (1)
Jamie Porteous Ontario, Canada	Co-Chief Executive Officer	Co-Chief Executive Officer since January 1, 2024; previously Chief Strategy Officer, Executive Vice President and Chief Commercial Officer	2005	13,864 / 0.08%

Pauline Dhillon Ontario, Canada	Co-Chief Executive Officer	Co-Chief Executive Officer since January 1, 2024; previously Chief Corporate Officer, Executive Vice President, Marketing, Public and Government Relations	2005	10,652 / 0.06%
Scott Calver Ontario, Canada	Chief Financial Officer	Chief Financial Officer	2022	3,666 / 0.02%
Leo Cordeiro Ontario, Canada	Senior Vice-President, Maintenance and Engineering	Senior Vice-President, Engineering and Maintenance; previously Vice-President, Line Maintenance	2019	-
George Sugar Ontario, Canada	Senior Vice-President, Regulatory Compliance	Senior Vice-President, Regulatory Compliance; previously Senior Vice-President, Flight Operations	2002	-

Notes:

(1) Number of shares and percentage of total issued and outstanding Voting Shares on a non-diluted basis.

CEASE TRADE ORDERS, BANKRUPTCIES, PENALTIES OR SANCTIONS

To the best of the Company's knowledge, no director or executive officer of the Company is, as at the date of this Annual Information Form, or was within 10 years before the date of this Annual Information Form, a director, chief executive officer or chief financial officer of any company (including the Company), that, (i) was the subject of a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (an "**order**") that was issued while that person was acting in the capacity as director, chief executive officer or chief financial officer; or (ii) was subject to an order that was issued, after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

To the best of the Company's knowledge, no director or executive officer of the Company, or a shareholder holding a sufficient number of securities of the Company to affect materially the control of the Company, (i) is, at the date of this Annual Information Form, or has been within 10 years before the date of this Annual Information Form, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or (ii) has, within 10 years before the date of this Annual Information Form, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of the director, executive officer or shareholder of Cargojet.

To the best of the Company's knowledge, no director or executive officer of the Company, or a shareholder holding a sufficient number of securities of the Company to affect materially the control of the Company, has been subject to (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

CONFLICTS OF INTEREST

Other than as described elsewhere in this Annual Information Form, to the best of the Company's knowledge, there are no other known existing or potential material conflicts of interest between Cargojet, or a subsidiary of the Company, and any director or officer of the Company or of a subsidiary of the Company, except that certain of such directors and officers serve as directors and officers of other public companies and therefore it is possible that a conflict may arise between their duties as a director or officer of the Company and their duties as a director or officer of such other companies. See "*Directors and Officers*" and "*Interest of Management and Others in Material Transactions*".

AUDIT COMMITTEE

AUDIT COMMITTEE CHARTER

The mandate of the Audit Committee is to assist the Board in fulfilling its oversight responsibilities with respect to, among other things, (i) financial reporting and related financial disclosure; (ii) the implementation of risk management and internal control over financial reporting and disclosure controls and procedures; and (iii) external and internal audit processes.

The Audit Committee is also responsible for the effectiveness of the Company's whistleblower procedures and for any follow-up regarding instances of non-compliance. The Company's whistleblower policy provides that employees, directors and officers are required to anonymously report certain prohibited conduct regarding accounting, internal controls, disclosure controls or auditing matters to a designated third-party service provider or the audit committee.

The Chair of the Audit Committee reports to the Board at each Board meeting on the Audit Committee's activities since the last such meeting. The Audit Committee has unrestricted access to all information regarding the Company that is necessary or desirable to fulfill its duties and all directors, officers and employees will be directed to cooperate as requested by members of the committee. The Audit

Committee has the authority to retain, at the Company's expense, independent legal, financial and other advisors, consultants and experts, to assist the Audit Committee in fulfilling its duties and responsibilities, including sole authority to retain and to approve any such firm's fees and other retention terms without prior approval of the Board. The Audit Committee also has the authority to communicate directly with internal and external auditors.

The Board has adopted a written charter for the Audit Committee, which sets out the Audit Committee's duties and responsibilities. A copy of the Audit Committee Charter is attached hereto as Schedule "A".

COMPOSITION OF THE AUDIT COMMITTEE

The Audit Committee of the Company is comprised of four directors, all of whom are independent and financially literate as defined under National Instrument 52-110 – *Audit Committees*. As of the date hereof, the members of the Audit Committee are Arlene Dickinson (Chair), Paul Godfrey, John Webster and Mary Traversy. For additional information about each member's general business experience, the education and experience of each Audit Committee member that is relevant to the performance of his or her responsibilities as an Audit Committee member, see the relevant director's biography above under "*Directors*".

PRE-APPROVAL POLICIES AND PROCEDURES

Pursuant to the terms of its charter, the Audit Committee oversees the work of the external auditor and, amongst other things, must pre-approve all non-audit services to be provided to the Company or its subsidiary entities by its external auditor (or the external auditor of the Company's subsidiary entities). The Audit Committee pre-approved all the services performed by the Company's independent auditors for audit-related and non-audit related services for Fiscal 2023 and Fiscal 2022.

EXTERNAL AUDITOR SERVICE FEES

PricewaterhouseCoopers LLP has served as Cargojet's auditing firm since August 2016. Fees payable for Fiscal 2023 and Fiscal 2022 to PricewaterhouseCoopers LLP are detailed in the following table. The nature of each category of fees is described in the notes to the table.

	Fiscal year ended December 31, 2023	Fiscal year ended December 31, 2022
Audit Fees[1]	$540,000	$550,000
Audit Related Fees[2]	$16,000	$74,500
All Other Fees[3]	$18,900	$21,500
Total Fees Paid	$574,900	$646,000

Notes:

(1) Audit Fees consist of fees incurred for professional services rendered in connection with audit services of the Company's annual consolidated financial statements and for services that are normally provided in connection with statutory and regulatory filings related to the annual consolidated financial statements, including review engagements performed on the interim condensed consolidated financial statements of Cargojet.

(2) Audit Related Fees consist of fees incurred that are reasonably related to the performance of the audit or review of the financial statements. Such services included fees related to assurances, prospectus procedures and services related to filing documents.

(3) All Other Fees consist of an accounting support fee paid to the Canadian Public Accountability Board and tie up of documents.

ENVIRONMENTAL, SOCIAL AND GOVERNANCE MATTERS

CARGOJET'S APPROACH TO ESG

Cargojet's Environmental, Social and Governance ("**ESG**") framework reflects its commitment to conducting our business strategically, ethically, and responsibly in a manner that allows the Company to continue to build a long-term and sustainable business. Cargojet's approach to sustainability is rooted in a focus on understanding the environmental, economic, and social impacts of its business, and in engaging with relevant partners, regulators, industry agencies and other stakeholders to ensure that its ESG framework, including the applicable policies, programs and targets continue to evolve and reflect high standards of corporate social responsibility. Our ESG Framework outlines our objectives and initiatives in the following areas:

- *Environment* – Cargojet is committed to reducing our impact on the environment through sound environmental stewardship and sets forth initiatives in a number of key areas to responsibly manage our impact on the natural environment while fostering environmentally sustainable growth. We are committed to programs and initiatives and we have made significant investments to maximize fuel efficiency, reduce greenhouse gas emissions, mitigate our carbon footprint and minimize energy use across our fleet.

- *Social Responsibility* – Cargojet is committed to our customers, employees and the community at large, through, among other initiatives, creating working conditions that are safe, fair, and rewarding, adopting a comprehensive framework for a safe and supportive environment that fosters employee commitment and advancement and investing in the infrastructure and people across Canada.

- *Corporate Governance* – Cargojet recognizes the importance of sound corporate governance practices to the proper and effective management of the Company and the successful operation of our business. The Company has adopted various corporate governance best practices, including those recommended under National Policy 58-201 – *Corporate Governance Guidelines*, a written Code of Ethics and a written Diversity Policy. For a discussion of Cargojet's governance framework, please see the other information set forth under "*Social Responsibilities and Corporate Governance*" below.

The Company's Compensation and Governance Committee is responsible for the oversight of ESG matters including in relation to (i) strategies, policies, systems and processes of the Company; (ii) management of risks relating to ESG matters, and (iii) compliance with statutory and regulatory obligations.

Cargojet is committed to enhancing its sustainability reporting and has set certain ESG targets, as outlined in its 2022 and 2023 ESG Reports, which are filed with the Canadian securities regulatory authorities on the SEDAR+ website under the Company's profile at www.sedarplus.ca and are available on our website at www.cargojet.com

SOCIAL RESPONSIBILITY AND CORPORATE GOVERNANCE

Approach to Diversity, Equity and Inclusion

Cargojet is committed to promoting a culture of integrity and respect and is dedicated to providing an atmosphere free from barriers in order to promote equity and diversity. We celebrate and welcome diversity among employees, stakeholders and external personnel. To that end, the Company has adopted a written code of ethics (the "**Code**") that applies to all officers, directors, employees, contractors and agents acting on behalf of the Company. The objective of the Code is to provide guidelines for maintaining our and our subsidiaries' integrity, trust and respect. The Code addresses, among other things, communications, fair dealing, fair competition, equal employment opportunities and harassment, political and charitable activities. Our Board has ultimate responsibility for monitoring compliance with the Code of Ethics. The Code of Ethics is filed with the Canadian securities regulatory authorities on the SEDAR+ website under the Company's profile at www.sedarplus.ca and is available on our website at www.cargojet.com.

The Company has adopted a written diversity policy and recognizes the importance and benefit of having a workforce, including members of the Board and executive officers, comprised of highly talented and experienced individuals: (i) who reflect the diversity of the Company's stakeholders, including its customers and employees, and the changing demographics of the communities in which the Company operates, and (ii) having regard to the need to foster and promote diversity among Board members, executive officers and others with respect to attributes such as gender, ethnicity, age, sexual orientation, national origin, disability and other characteristic that may otherwise be underrepresented. The Company is committed to an inclusive Board composition: As of December 31, 2023, Cargojet has one director who identifies as a member of visible minority, representing 20% of the current five-person Board and two female directors, representing 40% of the current five-person Board and 50% of the Company's independent directors.

Among Cargojet's employees, women, visible minorities, Indigenous Peoples and persons with disabilities represent approximately 16%, 25%, 1.2% and 2.1% of Cargojet employees in the workforce, respectively.

Safety Risk and Crisis Management

The Company has a risk management program that is documented in the Safety Management System (SMS) Program Manual, which allows for: the identification, assessment and mitigation of safety risks that threaten the Company and its personnel prior to an incident; the mitigation of the effects of incidents that have already occurred; and the reduction of the recurrence of such incidents. Cargojet's SMS program complies with the requirements of Transport Canada Aviation Regulations, ICAO, and IATA, and is approved by Transport Canada. The Company's safety risk profile identifies the five to ten highest safety risks, which allows the Company to effectively allocate its resources to mitigate safety risks. The Company's safety risk profile is updated annually, however, when the program identifies a risk as critical, Cargojet promptly reviews and adjusts its safety risk profile as required. The safety risk profile is reviewed at both semi-annual meetings of the Management Safety Review Committee chaired by the Accountable Executive.

Cargojet is dedicated to strong and effective crisis risk management and emergency preparedness to manage unforeseeable incidents. The Company has an Emergency Response Plan (ERP) in place that is documented in its Emergency Response Manual. If an accident or incident occurs, the ERP is intended to render aid to injured parties and to prevent or minimize further personal injury or property damage.

Employee Health and Safety

As an airline, the health and safety of Cargojet's team members is critical to successful operations. Cargojet has an established occupational health and safety program that is documented in the Company's health and safety program manual ("**HSPM**"). The HSPM outlines the elements, organization, processes and procedures of Cargojet's health and safety program, as well as the Company's Occupational Health and Safety Policy and its Safety Policy. Our HSPM is based on standard health and safety practices, including those outlined in Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations. Cargojet has implemented the following policies and practices in furtherance of its health and safety initiatives:

- All employees receive mandatory SMS training as part of their initial training upon hiring and every three years thereafter;
- Hazard prevention program training for all employees occurs every three years;
- Mandatory Workplace Hazardous Materials Information System (WHMIS) and fire safety training for all employees; and
- Access to whistleblower call lines for employees and employee assistance programs to ensure their well-being and safety.

In addition, the Company conducts annual safety surveys as a performance measurement tool to improve the effectiveness of its SMS program and monitor the effectiveness of SMS training and communication channels. The surveys consist of questions that address areas such as safety information and communication, hazards, reporting, feedback, training, safety culture, management, COVID-19, and include open questions where participants are requested to provide any additional feedback, comments or suggestions. An analysis of the responses received is conducted following to the completion of each survey cycle. The survey conducted in January 2022 resulted in 96% positive responses.

REGULATORY COMPLIANCE

Cargojet is not only committed to maintaining, promoting and enforcing a high standard of compliance with applicable regulatory requirements, but also to adopting certain best practices that go beyond the requirements mandated by law. Cargojet is the only Canadian air cargo carrier that is a full member of IATA with IOSA registration and ISO 9001 Quality Standard Accreditation.

The Company's Regulatory Review Sub-Committee ("**RRSC**") is a standing adjunct to its Safety Action Committee, with a mandate to meet on a quarterly basis. The RRSC is comprised of designated representatives from Flight Operations, Maintenance & Engineering, Cargo Operations, the Manager Regulatory Security, the Manager SMS, and the Director SMS and Security. With input from each member who monitors regulations and standards in their respective functional areas, the RRSC acts upon changes in regulations, standards, exemptions under industry best practices and of third party agencies, including procedures and legislation with respect to emergency response, to maintain regulatory compliance.

The Company's Safety Policy Committee is mandated to uphold regulatory compliance with applicable to health and safety legislation. To that end, it receives quarterly reports from the Human Resources Department regarding changes in applicable occupational health and safety standards and other government health and safety programs, including those under the *Canada Labour Code* and the *Personal Information Protection and Electronic Documents Act*.

Cargojet's GHG Goal

Cargojet believes the scale of the climate challenge, and the science behind it, demands that we prioritize our GHG emission reduction efforts. We are in the process of calculating our GHG emissions baseline which will inform our next steps towards achieving our goal of net-zero emissions in our operations by 2050.

As one of the Canada's largest cargo airlines, we strive to be a leader in helping to drive the operational, policy and technological changes needed to reduce carbon dioxide (CO_2) emissions from air freight as part of an effort to limit global warming to 1.5° Celsius, which is the limit advised by the Intergovernmental Panel on Climate Change to avoid the most damaging and irreversible impacts of climate change. We intend to disclose more detail around our pathway to achieving our long-term aspirations as well as our GHG inventory in future disclosure.

We are reducing our GHG emissions through many initiatives and programs, including fleet modernization, fleet efficiency optimization, emissions performance, broader industry programs, sustainable aviation fuel, noise pollution, and waste diversion.

Supplier and Customer Engagement

ESG is of critical importance to our customers and stakeholders. As a result, Cargojet is making an active effort to, where possible, work with our customers and suppliers to improve our ESG impacts. We view ESG as an increasingly important criterion when considering suppliers and include questions regarding ESG when bids are put out to tenders. The responses to such questions are considered as part of selecting the successful bids and are important in limiting Scope 3 emissions and maintaining compliance with upcoming IFRS changes.

ENVIRONMENTAL SUSTAINABILITY

Fleet Modernization and Optimization

Over the past five years, Cargojet has undertaken a fleet renewal program to replace our original aircraft. The fleet renewal was a significant step in reducing our GHG emissions. For example, the Boeing 767 carries twice the payload for the same amount of fuel burn as the legacy Boeing 727, and the Boeing 757 carries one-third more payload for 60% of the fuel burn. We recognize the importance of reducing our GHG emissions and are committed to introducing long range high efficiency aircraft to more closely match capacity to customer demand.

Jet fuel consumption is the main source of our direct GHG emissions and one of our largest expenses. As a result, maximizing the fuel efficiency of our aircraft is both a core focus of our climate change strategy and a key business objective. In partnership with our customers, Cargojet has implemented a Fuel Optimization Program to increase fuel efficiency and reduce power settings on takeoffs. Implemented in 2020, the program tracks six (6) key metrics for fuel efficiency through the Flight Data Monitoring Program and is used to improve fuel consumption through improvements in flight planning and flight operations by the dispatchers and flight crews. Cargojet implemented the SABLE Program in 2018, which calculates the most fuel-efficient load distribution for each flight to reduce fuel burn and GHG emissions. Our initiatives implemented under the Fleet Efficiency Optimization Program include:

1. Aircraft engine wash programs;
2. Reduction in the use of aircraft Auxiliary Power Units ("**APUs**");
3. Replacement of heavier fiberglass Unit Load Device containers with Lexan containers;
4. Reducing aircraft empty weight;
5. Ensuring optimum climb, cruise altitude, aircraft speeds and direct routings to reduce fuel consumption and burn; and
6. Reverse idle during landing where runway length and condition do not require high thrust settings.

Future initiatives planned include the use of biofuels and switching to electric ground handling equipment.

Cargojet saw a 11.2% improvement in efficiency from 2022-2023 in terms of pounds of cargo carried versus pounds of fuel consumed. This double-digit increase, along with a reduction of 7% in absolute emissions in 2023, showed the success of our ongoing efforts to reduce emissions. We continue to work to improve efficiency through optimizing loads and reconfiguring our network to reduce flying hours while maintaining service to our business and consumer customers.

Broader Industry Programs

As a responsible member of the international aviation industry, Cargojet recognizes our obligation to participate in programs that consider and benefit all stakeholders. More importantly, this is seen by Cargojet as an ongoing effort, rather than a one-time task.

The global airline industry contributes about 2% of all human-induced CO_2 emissions, with this share projected to rise. Our industry has established global CO_2 emissions goals, which include an average improvement in fuel efficiency of 1.5% per year from 2009 to 2020, carbon-neutral growth after 2020 and a 50% reduction in net aviation CO_2 emissions from 2005 levels by 2050. In addition, along with others in our industry, we are subject to the Carbon Offsetting and Reduction Scheme for International Aviation ("**CORSIA**"), which aims to achieve carbon-neutral growth in CO_2 emissions from international aviation after 2020.

CORSIA was adopted by the ICAO in 2016 and is currently being implemented by Canada in association with Transport Canada. CORSIA applies to 13 Canadian operators, including Cargojet. As part of our support for CORSIA, we endorsed the industry goal to achieve carbon-neutral growth in CO_2 emissions from international aviation after 2020, relative to a baseline year. The baseline year was initially meant to be based on 2019 and 2020 emissions but has now been changed to 2019 for the first compliance period (2021-2023) given the drop in air traffic in 2020 caused by the COVID-19 pandemic.

Less waste, Less pollution

Cargojet is a founding member of the Canadian Council for Sustainable Aviation Fuel, whose mission is to accelerate the deployment of sustainable aviation fuels ("**SAF**") in Canada to ensure that the Canadian aviation sector remains competitive as it transitions to a net-zero future. SAF is jet fuel that is produced from renewable hydrocarbon resources and can reduce lifecycle GHG emissions by up to 80% compared to conventional jet fuel if sustainability produced. SAF can be produced from a range of feedstocks, including municipal solid waste, used cooking oil, plant oils, waste gases and agricultural residues.

Cargojet's noise abatement profiles use reduced power settings and increased climb profiles. The Aerodata program calculates the optimum power setting for each take off and allows the flight crew to use lower power settings to reduce noise levels, fuel burn and engine wear.

Cargojet has a waste diversion initiative across its operations with a focus to reduce garbage and provide recycling options. We encourage all bases to, where possible and eligible, optimize the amount of waste that is placed in the recycling bins and reused/recycled.

RISK FACTORS

You should carefully consider the risks described below, which are qualified in their entirety by reference to, and must be read in conjunction with, the detailed information appearing elsewhere in this Annual Information Form, and all other information contained in this Annual Information Form. The risks and uncertainties described below are those we currently believe to be material, but they are not the only risks that we face. If any of the following risks actually occur or any other risks and uncertainties that we have not yet identified or that we currently consider not to be material become material risks, they may have a material adverse effect on our business and results of operations and consequently the price of the Voting Shares.

RISKS RELATED TO THE BUSINESS

Loss of Customer Contracts – The cancellation, termination or non-renewal of significant customer contracts could have a material adverse effect on the Company's business, results of operations or financial condition

Cargojet's ten largest customers accounted for approximately 79% of Fiscal 2023 revenues of Cargojet and Cargojet's top three customers represented 59% of Cargojet's Fiscal 2023 revenues. The loss of any one of these contracts of Cargojet would cause immediate disruption and could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Most of Cargojet's contracts with its customers are for a term of three to ten years with the ability to terminate generally upon six to eighteen months' notice or if Cargojet is not meeting specified performance targets. When these contracts expire, there is no assurance that the contracts will be renewed for an additional term or that the commercial terms of any such renewal would be as favorable to Cargojet as existing contracts. The inability of Cargojet to renew these contracts could have a material adverse effect on Cargojet's business, results of operations or financial condition.

In 2014, Cargojet was awarded the domestic air cargo network services contract and signed the MSA with CPGOC. The terms of the MSA require Cargojet to maintain specific on time performance metrics and provide minimum levels of dedicated cargo space. To fulfill its requirements under the contract, Cargojet has made material investments in its fleet, equipment and the hiring of new personnel. In January 2023, Cargojet announced an extension to the existing MSA with CPGOC, including Purolator Inc., until September 30, 2029, with an additional option to renew the MSA until March 31, 2031 remaining available, further strengthening its existing customer base. The cancellation of the MSA without penalty could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Credit Facilities, Finance Lease and Loan Agreement and their Restrictive Covenants – Covenants contained in agreements to which the Company is a party may affect and, in some cases, significantly limit or prohibit the manner in which the Company operates its business

The ability of Cargojet to make distributions, pay dividends, or make other payments or advances will be subject to applicable laws and contractual restrictions contained in the instruments governing any indebtedness and finance lease obligations. The degree to which Cargojet is leveraged could have important consequences to the shareholders, including: (i) a portion of Cargojet's cash flow from operations will be dedicated to the payment of the principal of and interest on the indebtedness and amounts payable under the finance leases, thereby reducing funds available for future operations and distribution to Cargojet; (ii) certain of Cargojet's borrowings and finance lease obligations will be at variable rates of interest, which exposes Cargojet to the risk of increased interest rates; and (iii) Cargojet's ability to obtain additional financing for working capital, capital expenditures or acquisitions in the future may be limited. Cargojet's ability to make scheduled payments of principal and interest and other amounts on, or to refinance, its indebtedness and finance lease obligations will depend on its future operating performance and cash flow, which are subject to prevailing economic conditions, prevailing interest rate levels, and financial, competitive, business and other factors, many of which are beyond its control. These factors might inhibit Cargojet from refinancing the indebtedness and finance lease obligations at all or on favorable terms.

The instruments governing Cargojet's indebtedness and finance lease obligations contain restrictive covenants that limit the discretion of management with respect to certain business matters. These covenants place restrictions on, among other things, the ability of Cargojet to incur additional indebtedness, to create liens or other encumbrances, to pay dividends or make certain other payments, investments, loans and guarantees and to sell or otherwise dispose of assets and merge, amalgamate, or consolidate with another entity. In addition, such instruments contain financial covenants that require Cargojet to meet certain financial ratios and financial conditions tests. A failure to comply with these obligations could result in an event of default which, if not cured or waived, could permit acceleration of the relevant indebtedness. If the obligations under these instruments were to be accelerated, there can be no assurance that Cargojet's assets would be sufficient to satisfy such obligations in full. In addition, there can be no assurance that future borrowing or equity financing will be available to Cargojet or available on acceptable terms, in an amount sufficient to fund Cargojet's refinancing needs and other obligations arising on the maturity of such instruments, including the obligations to purchase the aircraft subject to the finance leases.

Canada — US Open Skies – Significant changes to the "Open Skies" agreement could impact the competitive environment, which in turn could have a material adverse effect on the Company's business, results of operations or financial condition

The current Canada — US "Open Skies" agreement provides regulation of the airline industry, including the air cargo industry, within Canada and currently provides protection of domestic national carriers in each country. The agreement allows cross-border flights between Canada and the United States but provides major restrictions on carriers from operating flight routes between two points within the other's country. The most recent amendments negotiated between the two countries reinforced the restriction of cabotage and does not allow United States carriers to establish domestic flight routes within Canada and Canadian carriers including Cargojet to establish domestic routes within the United States. There is no assurance that this "Open Skies" agreement will continue in its present form in the future. Increased competition resulting from the liberalization or revocation of this agreement could affect Cargojet's ability to compete for a market share, which in turn could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Competition – The Company operates in a highly competitive environment and faces increasing competition in North America and internationally

Cargojet competes within the industry of air cargo courier services with other dedicated air cargo carriers. In addition, Cargojet competes for market share with motor carriers, express companies and other air couriers and airlines who have historically offered cargo services on their regularly scheduled passenger flights. Competition within the air cargo courier services industry has generally increased from such passenger airlines due to increased passenger air travel after the COVID-19 pandemic and the loosening of travel restrictions. The increase of passenger air travel has allowed passenger airlines to flex the use of lower deck cargo space and certain commercial airlines have operated all-cargo flights in response to elevated demand for cargo services. In addition to competition from existing competitors, new companies including those entering into expanded joint ventures and other arrangements, or utilizing disruptive business models or technology, may enter the domestic air cargo industry and may be able to offer services at discounted rates. Concentrating only on the air cargo industry does not allow Cargojet to compete in different modes of freight transportation which may provide a cheaper alternative to air cargo. Cargojet's inability to compete for a market share of the air cargo industry under these circumstances could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Agreements with Amazon and DHL – There can be no assurance that the Company will realize the anticipated revenue growth and expected benefits from the strategic agreements with Amazon and DHL

While Cargojet believes that the strategic agreements with Amazon and DHL will deliver important financial and strategic benefits, including anticipated revenue growth from Amazon and DHL's respective business and the associated margins and that such revenue growth will be meaningfully accretive to Cargojet's earnings and cash flows over time as well as create other benefits and opportunities, including to Cargojet's existing network, there is a risk that some or all of the anticipated benefits associated with the Amazon and DHL strategic agreements may fail to materialize, or may not occur within the time periods currently anticipated by Cargojet. As part of the strategic agreements with Amazon and DHL, Cargojet issued: (i) the Amazon Warrants to the Amazon Warrantholder, with vesting tied to the delivery by Amazon of up to $600 million in business volumes over seven and a half years; and (ii) the DHL Warrants to DHL, with vesting tied to the delivery by DHL of up to $2,300 million in business volumes over seven years.

If, as a result of Amazon or DHL meeting its respective business volume requirements and pursuant to the Amazon Warrants and DHL Warrants, as applicable, Amazon or DHL exercises their right to acquire Voting Shares, it will dilute the ownership interests of Cargojet's then-existing shareholders and reduce Cargojet's earnings per share. In addition, any sales in the public market of any Voting Shares issuable upon the exercise of the Amazon Warrants or DHL Warrants could adversely affect prevailing market prices of the Voting Shares. The realization of the expected benefits from the Amazon and DHL strategic agreements may be affected by a number of factors, including credit, market, currency, operational, capital expenditures, liquidity and funding risks generally, including changes in economic conditions, interest rates, exchange rates or tax rates, risks and uncertainties relating to retail, e-commerce growth, labour, technology, changes in law or regulation, competition, and business generally and other risks inherent to Cargojet's business and/or factors beyond its control which could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Government Regulations – The Company is subject to extensive and evolving domestic and foreign regulation in a wide range of matters

Cargojet's operations are subject to complex aviation, transportation, environmental, labour, employment and other laws, treaties and regulations. These laws and regulations generally require Cargojet to maintain and comply with a wide variety of certificates, permits, licenses and other approvals.

Cargojet's inability to maintain required certificates, permits or licenses, or to comply with applicable laws, ordinances or regulations, could result in substantial fines or possible revocation of its authority to conduct operations.

Cargojet is routinely audited by various regulatory bodies including Transport Canada and the Canadian Transportation Agency to ensure compliance with all flight operation and aircraft maintenance requirements. Cargojet has a strong track record of compliance, however, there can be no assurance that Cargojet will pass all audits in the future. Failure to pass such audits could result in fines or grounding of the aircraft which could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Cargojet is subject to certain federal, provincial and local laws and regulations relating to environmental protection, including those governing past or present releases of hazardous materials. Certain of these laws and regulations may impose liability on certain classes of persons for the costs of investigation or remediation of such contamination, regardless of fault or the legality of the original disposal. These persons include the present or former owner or a person in care or control of a contaminated property and companies that generated, disposed of or arranged for the disposal of hazardous substances found at the property. As a result, Cargojet may incur costs to clean up contamination present on, at or under its facilities, even if such contamination was present prior to the commencement of Cargojet's operations at the facility and was not caused by its activities which could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Cargojet cannot provide any assurance that existing laws, agreements, treaties or regulations will not be revised or that new laws, agreements, treaties or regulations, which could have an adverse impact on Cargojet's operations, will not be adopted or become applicable to Cargojet. For example, Cargojet's aircraft currently meet Transport Canada and FAA Stage III noise abatement guidelines. Any future implementation of new noise abatement guidelines that are applicable to Cargojet's aircraft would require Cargojet to incur expenses to ensure its aircraft meet such guidelines which expenses could negatively impact Cargojet's earnings. Cargojet also cannot provide any assurance that it will be able to recover any or all increased costs of compliance from its customers or that the business and financial condition of Cargojet will not be adversely affected by future changes in applicable laws and regulations.

Climate Change – Risks related to climate change could have a material adverse effect on the Company's business, results of operations or financial condition

Climate change may increase the frequency and intensity of severe weather events which could impact and ultimately have an adverse effect on many aspects of Cargojet's business by increasing costs or preventing business operations as a result of severe weather conditions. In the event that Cargojet is still able to provide services to its customers during a period of severe weather, particularly during any protracted period of time, there may be forced flight cancellations or Cargojet may not be able to deliver shipments in a timely manner. Any extended delay in meeting time sensitive shipping deadlines could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Further, widespread attention on climate change has led to recent efforts by the Canadian government to reduce greenhouse gas emissions. In short, the federal Greenhouse Gas Pollution Pricing Act requires that provinces that lack their own form of pricing for greenhouse gas emissions, including Manitoba, New Brunswick, Saskatchewan and Ontario, impose a carbon tax on airlines operating flights within provinces that fall under the federal system as well as intra-provincial flights. Outside of Canada, the international audience is paying close attention to climate change with governments and agencies founding initiatives to help reduce the carbon footprint worldwide. For instance, in October 2013, the International Civil Aviation Organization ("ICAO") reached a nonbinding agreement to address climate change by developing global market-based measures to assist in achieving carbon neutral growth. In October 2016, ICAO approved and subsequently amended a resolution to adopt a global market-based measure known as the Carbon Offsetting and Reduction Scheme for International Aviation, which is designed to offset any annual increases in total carbon emissions from international civil aviation above a baseline level determined by Fiscal 2019 emissions.

As a result of existing and new measures to respond to climate change and greenhouse gas emissions, Cargojet may also be subject to environment-related requirements imposed or proposed by foreign governments. These may be duplicative of, or incompatible with Canadian government requirements, resulting in increased compliance efforts and expense.

Cargojet cannot predict whether, or the manner in which, these or other requirements and initiatives will ultimately be implemented or their impact on Cargojet; however, future developments in Canada and abroad could adversely impact Cargojet, including by increasing its costs. While Cargojet is continually focused on efficiency improvements, including carbon footprint reduction initiatives, the impact to Cargojet of climate and other environmental initiatives may, in part, depend upon the extent to which the increased costs relating to such initiatives, if any, could be recovered, including in the form of higher cargo rates.

ESG Matters – Failure to implement, manage, measure or report on ESG initiatives could have a material adverse effect on the Company's business, results of operations or financial condition in light of increasing requirements and stakeholder expectations regarding ESG matters

Cargojet is facing increased ESG risk management and reporting expectations driven by stakeholders including customers, investors, employees and communities as well as by an increasing number of regulatory requirements globally. These expectations and obligations are expected to continue to evolve in the near future.

Evolving stakeholder expectations with respect to ESG matters may pose risks to Cargojet's reputation, business, results of operations or financial condition, which may impact Cargojet's ability to achieve its business objectives. In particular, increased public concern about climate change-related risk and the impetus for a global transition to a low carbon economy could result in a broad range of impacts, including potential strategic, reputational, and structural risks for Cargojet. Increasing regulatory expectations as well as continuing reforms pertaining to mandatory ESG-related disclosure may also create a new and evolving set of compliance risks. Rising reporting expectations also add pressure to secure reliable and precise ESG data and to deploy robust data collection processes with effective controls that will allow for external verification. If Cargojet fails to implement its stated ESG initiatives, or fails to manage, measure or report on its progress in relation to such ESG initiatives in a balanced manner, this could hinder Cargojet's credibility and reputation, which could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Human Rights – Costs related to a failure to comply with emerging regulatory and legislative requirements and scrutiny with respect to Human Rights could have a material adverse effect on the Company's business, results of operations or financial condition

Cargojet and its operations may be subject to emerging regulations and legislation globally with respect to human rights issues, including forced labour, child labour and other slavery-like practices. An example of such legislation is the *Fighting Against Forced Labour and Child Labour in Supply Chains Act* (the "**Anti-Forced Labour Act**") that came into force in Canada on January 1, 2024. The purpose of the Anti-Forced Labour Act is to implement Canada's international commitment to combat forced labour and child labour by imposing reporting obligations on (i) government institutions producing, purchasing, or distributing goods in Canada or elsewhere; and (ii) certain business entities producing goods in Canada or elsewhere or importing goods produced outside Canada. Under these new regulations, Cargojet may face heightened scrutiny from investors, shareholders and other stakeholders regarding such matters.

Compliance with emerging modern slavery, human trafficking and forced labour reporting, training and due diligence regulations and laws could increase Cargojet's operating costs. Further, if Cargojet fails to appropriately identify and respond to human rights abuses or allegations thereof, either internally or externally or through third party business relationships, it could face costly and disruptive enforcement actions, potential litigation, investor and stakeholder dissatisfaction and reputational damage.

Insurance Coverage and Cost – Increases in insurance costs or reduction in insurance coverage could have a material adverse effect on the Company's business, results of operations or financial condition

Cargojet's operations are subject to risks normally inherent in the air-cargo industry, including potential liability which could result from, among other circumstances, personal injury or property damage arising from disasters, accidents or incidents involving aircraft operated by Cargojet or its agents. The availability of, and ability to collect on, insurance coverage is subject to factors beyond the control of Cargojet. There can be no assurance that insurance coverage will be sufficient to cover one or more large claims, or that the applicable insurer will be solvent at the time of any covered loss. There can be no assurance that Cargojet will be able to obtain insurance at acceptable levels and costs in the future. Further, there has been an increasing trend in the aviation insurance industry for providers to reduce, either in full or in part, the terrorism risks (including war risk insurance) that it covers. To the extent that the Canadian government is unwilling to fill this gap and provide the required coverage, Cargojet's insurance costs may increase and Cargojet may run the risk of being in breach of regulatory requirements or contractual agreements requiring specific insurance coverage be maintained. Cargojet may become subject to liability for hazards which it cannot or may not elect to insure because of high premium costs or other reasons or for occurrences which exceed maximum coverage under its policies. The occurrence of an aircraft-related accident or mishap involving Cargojet could have a material adverse effect on Cargojet's business, results of operations or financial condition. Cargojet maintains business interruption insurance in case of a disruption in its operations that results in a loss of revenue and/or increased expenses, but there can be no assurance that such insurance will be sufficient to cover the financial losses Cargojet may sustain while its operations are disrupted.

Dependence on Technology and Cyber Security – The Company relies heavily on technology to operate its business and any technology systems failure or security breach could have a material adverse effect on the Company's business, results of operations or financial condition

In today's connected business environment, substantially all aspects of Cargojet's business activities are carried out using computers. While operating in cyberspace offers advantages; it also makes us vulnerable to cybersecurity risks, including security breach, espionage, system disruption, theft and inadvertent release of information. Cargojet is highly dependent on its information technology to securely process, transmit and store electronic information. Certain sensitive and/or confidential information resides on the third-party hosted data center servers and is transmitted over Cargojet's network. Cargojet also uses computers for its core management information systems to manage its financial, operational, and corporate operations. Cargojet continues to develop and enhance its cyber security in response to cyberspace risks to protect computer systems and data from threats originating in cyberspace. A security breach can cause significant implications that may include disruption in operations, significant financial losses, legal obligations, litigation, regulatory penalties, and negative effects on Cargojet's reputation any and all of which could have a material adverse effect on Cargojet's business, results of operations or financial condition. Cargojet has engaged security experts to enhance its cyber security strategy and has secured appropriate insurance coverage to offset potential losses on operation due to a security breach. However, there can be no assurance that the measures will be adequate to protect against all cyber risks or that insurance can cover all losses as a result of any breach. Attacks into information technology systems are increasing in their frequency, levels of persistence, sophistication and intensity, and are being conducted by sophisticated and organized groups and individuals with a wide range of motives and expertise. As of the date hereof, there have been no incidents of security breach noted by Cargojet or its security advisors, but any such breach could have a material adverse effect on Cargojet's business, results of operations or financial condition.

In addition, the technology Cargojet relies on, including third party technology, may be vulnerable to a variety of sources of failure, interruption or misuse, including by reason of human error, third party suppliers' acts or omissions, natural disasters, terrorist attacks, telecommunications failures, power failures, unauthorized or fraudulent users (including cyber-attacks, malware, ransomware, computer viruses and the like), software failures and other operational and security issues. The costs of remedying any failed system could be expensive and any such failure could result in business delays and service disruptions, which could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Maintaining Leased Aircraft and Availability of Future Aircraft – The Company may not be able to replace owned aircraft or maintain favorable leases or financing for future aircraft, which could have a material adverse effect on the Company's business, results of operations or financial condition

Cargojet currently owns and operates seventeen B757-200s and seventeen B767-300s, and has four B767-300 that are under lease. It also owns four B767-200 aircraft, two of which are leased to a related party and two of which are held as feedstock for future conversion, and leases one B767-200. Cargojet also owns one Cessna 750, two Beechcraft 1900D aircraft, and one B767-200 and one B757-200 passenger aircraft which are operating under charter agreements with a third party.

Cargojet exercised caution in deploying growth capital given softer economic conditions. Forecasts continue to indicate that the international air cargo market will remain soft in the short to medium term and deploying B777 aircraft into the market would not be strategically prudent. Cargojet has decided to exit its commitments for four remaining B777 aircraft and expects to complete the sale of the B777 aircraft in the first quarter of 2024. The fleet has now been optimized with the ability to flex the B767 fleet for future growth. Cargojet has substantially completed the operational groundwork to be able to enter the B777 market should economic conditions change. Cargojet has also retained the rights to provide the optionality for future conversion slots. Cargojet currently owns the feedstock for two B767s with plans to convert these as demand begins to recover over the next couple of years. Cargojet has two surplus B757 freighters and is exploring options such as the dry lease or ultimate sale of these aircraft.

The success of Cargojet will depend, in part, on its ability to replace owned aircraft, when necessary, dispose of its surplus aircraft on favourable terms and maintain favorable leases for its leased aircraft. There can be no assurance that Cargojet will be able to lease or purchase aircraft in the future on acceptable terms, dispose of its surplus aircraft and realize the proceeds of such sales, maintain favorable leases for its aircraft or be able to arrange financing for its current commitment of aircraft purchases or future replacements and expansions. Such risk could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Fixed Costs – Due to the nature of the Company's business, the inflexibility of high fixed costs could have a material adverse impact on the Company's earnings

Cargojet is subject to a high degree of operating leverage. Since fixed costs comprise a proportion of the operating costs of each flight route, the expenses of each flight route do not vary proportionately with the amount of shipments that Cargojet carries. Accordingly, a decrease in Cargojet's revenues could result in a disproportionately higher decrease in Cargojet's earnings as expenses would remain unchanged.

Fuel Prices and Availability – Decreases in the availability of fuel and increases in fuel prices could have a material adverse effect on the Company's business, results of operations or financial condition

Cargojet requires significant quantities of fuel for its aircraft. Historically, fuel costs represented 20% to 30% of Cargojet's direct operating cost. Cargojet is therefore exposed to commodity price risk associated with variations in the market price for petroleum products. The price of fuel is sensitive to, among other things, the price of crude oil, which has increased dramatically over the past few years, refining costs, and the cost of delivering the fuel. Although Cargojet historically has implemented fuel surcharges to mitigate the earnings impact of unusually high fuel prices, competitive and other pressures may prevent Cargojet from passing these costs on to its customers in the future. Cargojet cannot provide any assurance that its supply of fuel will continue uninterrupted, that rationing will not be imposed or that the prices of, or taxes on, fuel will not increase significantly in the future. An extremely high fuel cost could adversely affect customer volumes as other cheaper modes of transportation are sought. Increases in prices that Cargojet is unable to pass on to its customers could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Costs Related to Mechanical and Maintenance Problems and Replacement of Equipment and Parts – Increasing maintenance costs, both expected and unexpected, associated with an aging aircraft fleet are outside of the Company's control and could have a material adverse effect on the Company's business, results of operations or financial condition

Maintenance costs will increase as our fleet ages, which include overhaul of engines, landing gears, APUs and airframes in addition to ongoing maintenance requirements. Cargojet has a maintenance program schedule and monitors the maintenance of aircraft for owned and leased aircraft. Although costs related to mechanical problems and to maintenance for Cargojet's aircraft have been forecasted and funded pursuant to its leasing arrangements and maintenance agreements, the actual costs may be higher than those anticipated. Unexpected repairs relating to mechanical problems and to maintenance are beyond the control of Cargojet and may have a material adverse effect on Cargojet's business, results of operations or financial condition. In addition, the ability of Cargojet to obtain equipment and replacement parts on satisfactory terms when required is not always certain. Any inability to obtain equipment or parts, or to obtain the required equipment or parts on satisfactory terms and on a timely basis could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Foreign Exchange Fluctuations – A significant decrease in the Canadian dollar relative to U.S. and foreign currency could have a material adverse effect on the Company's business, results of operations or financial condition

Cargojet undertakes sales and purchase transactions including aircraft maintenance costs, lease payments, loan payments, crew training and certain operating costs in foreign currencies, and therefore is subject to gains and losses due to fluctuations in the foreign currencies. Changes in the value of the Canadian dollar relative to the United States dollar or other foreign currencies could increase the costs of Cargojet relative to its United States or other foreign competitors and could have a negative effect on the profitability of Cargojet. For Fiscal 2023, Cargojet had a net cash flow exposure to the United States dollar of approximately USD $26.2 million and to the Euro of approximately €2.1 million. As of the date of this Annual Information Form, Cargojet is exposed to fluctuations in the US-dollar exchange rate relating to two B767-300 and one B767-200 lease agreements. To the extent that Cargojet does not adequately hedge its foreign exchange risk, changes in the exchange rate between the Canadian dollar and the United States dollar may have a material adverse effect on Cargojet's business, results of operations or financial condition.

Ability to Maintain Profitability and Manage Growth – The Company may sustain significant losses and be unable to successfully achieve and/or sustain positive net profitability or realize the objectives of any or all of its initiatives

There can be no assurance that Cargojet's business and growth strategy will enable Cargojet to sustain positive net profitability in future periods. Cargojet's future operating results will depend on a number of factors, including general economic conditions and consumer confidence and demand for air cargo courier services.

Despite the pursuit of strategic and business initiatives, there can be no assurance that Cargojet will be successful in achieving its business initiatives or strategic plan or that this strategic plan will enable Cargojet to grow at historical rates or to sustain profitability. Failure to successfully execute any material part of Cargojet's strategic plan including those which seek to increase revenues, decrease costs, generate sufficient returns on capital expenditures or offset or mitigate risks facing Cargojet including those described in this "Risk Factors" section, could have a material adverse effect on Cargojet's business, results of operations or financial condition.

There can be no assurance that Cargojet will be able to effectively manage its growth, and any failure to do so could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Industry Risk and Economic Sensitivity – A downturn in any economy in which the Company serves could result in decreased demand for the Company's services and have a material adverse effect on the Company's business, results of operations or financial condition

Cargojet serves numerous industries and customers that experience significant fluctuations in demand based on economic conditions and other factors beyond the control of Cargojet. Demand for Cargojet's services could be materially adversely affected by downturns in the businesses of its customers. Cargojet's revenues are impacted by the health of the economy in the regional markets in which Cargojet operates. Although Cargojet cannot specifically correlate the impact of macro-economic conditions on its business activities, Cargojet believes that a decline in economic conditions in Canada may result in decreased demand for the services Cargojet provides and, to the extent that this decline continues or increases in severity, Cargojet's business, results of operations or financial condition could be materially adversely affected. In addition, given the nature of Cargojet's business and its fixed cost structure, any prolonged impact arising from economic and geopolitical conditions, including a breakdown of political or economic relationships within or between jurisdictions where Cargojet does business or a deterioration of the

Canadian, U.S. or international economies, could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Dependence on Key Personnel and Skilled Labour – The Company is dependent on key employees and a loss or substantial turnover of such employees could have a material adverse effect on the Company

Cargojet's success will be substantially dependent on the continued services of senior management of Cargojet. The loss of the services of one or more key members of senior management of Cargojet could have a material adverse effect on Cargojet's business, results of operations or financial condition. In addition, Cargojet operates in an industry that requires specialized skills and knowledge. Cargojet employs individuals who possess specific technical knowledge and experience in the areas of aircraft operation, aircraft maintenance, flight planning, flight dispatch, crew planning, crew training, ground handling and commercial airline cargo management. While Cargojet has not experienced material difficulty in recruiting and retaining appropriate staff to carry out its operations, Cargojet's continued growth depends on the ability of Cargojet to attract and retain skilled managers and employees and the ability of its personnel to manage Cargojet's growth. The inability to attract and retain key personnel could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Labour Relations – Collective bargaining activities by Company employees increases the risk of labour conflicts and disruptions and could have a material adverse effect on the Company's business, results of operations or financial condition

On October 19, 2012, the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW – Canada) became certified by Cargojet's pilots as their bargaining union by the CIRB.

On May 21, 2019, Cargojet and UNIFOR agreed to bring in changes in the terms of the agreement to meet the requirements of the Transportation Canada fatigue regulations. The changes include the extension of the contract for three more years until June 30, 2026, workload scheduling and introduction of a new incentive program.

On September 17, 2021, the CIRB certified the Air Line Pilots Association as the representative of Company's pilots replacing UNIFOR. The terms and conditions of the contract will remain in place and in effect until June 30, 2026.

None of Cargojet's other employees are unionized. The maintenance of a productive and efficient labour environment and the successful negotiation of collective bargaining agreements cannot be assured. Protracted and extensive work stoppages or labour disruptions such as strikes or lockouts, and any resulting collective bargaining agreement may increase labour costs or impose terms and conditions that restrict or reduce Cargojet's ability to sustain its business objectives or pursue its strategic initiatives, all of which could have a material adverse effect on Cargojet's business, results of operations or financial condition.

In addition to labour relations at Cargojet, there can be no assurance that there will not otherwise be any labour conflict or action that could also lead to an interruption or stoppage by key suppliers or other parties with whom Cargojet conducts business or relies on, such as interline partners, which could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Seasonal Fluctuations – Canadian and global trade flows are typically seasonal and the Company, including the businesses of the Company's customers, experiences seasonal variations

Traditionally, Cargojet has experienced its best operating results in the third and fourth quarters of each year. Shipping activity is usually the best in the fourth quarter as a result of the holiday season and is usually the lowest in the first quarter. Accordingly, the seasonal nature of the business of Cargojet will affect the quarterly financial results of operation of Cargojet that will be reported.

Dependence on International Trade – Any change to the health of international trade conditions and law on which the Company relies could have a material adverse effect on the Company's business, results of operations or financial condition

The principal businesses of Cargojet are indirectly related to, and future performance of Cargojet is dependent upon, the volume of international trade, including cross-border trade between Canada and the U.S. Such trade is influenced by many factors, including North American and overseas economic and political conditions, major work stoppages, wars, terrorist acts or security operations, exchange controls, currency fluctuations and Canadian, US and foreign laws relating to duties, trade restrictions, foreign investment and taxation, including but not limited to the United States-Mexico-Canada Agreement ("USMCA").

The North American Free Trade Agreement was terminated and replaced with USMCA. Canada, the United States and Mexico concluded negotiations and agreed to terms on the USMCA on October 1, 2018, and signed the USMCA on November 30, 2018.

There can be no assurance that trade-related events beyond the control of Cargojet, such as the failure to reach or adopt trade agreements, an increase in trade restrictions or the outcome of the ongoing negotiations and discussions related to USMCA, or at all will not have a material adverse effect on Cargojet's business, results of operations or financial condition.

Future Sales of Voting Shares by the Directors and Officers of Cargojet – Substantial sales of Voting Shares by the directors and officers of the Company could adversely affect the market price of the Voting Shares

The directors and officers of Cargojet directly or indirectly hold in aggregate 488,275 Voting Shares, or approximately 2.89% of the outstanding Voting Shares on a non-diluted basis. If the directors and officers of Cargojet sell substantial amounts of Voting Shares in the public market, the market price of the Voting Shares could decrease. The perception among the public that these sales will occur could also produce such an effect.

Income Tax Matters – The Company is subject to audits by tax authorities and there can be no assurance that tax authorities will agree with the Company's tax filing positions

Cargojet is subject to federal and provincial income taxes. Although Cargojet is of the view that all expenses to be claimed by Cargojet and its subsidiaries in the determination of their respective incomes under the Income Tax Act (Canada) (the "Tax Act") will be reasonable and deductible by the appropriate entity in accordance with the applicable provisions of the Tax Act, there can be no assurance that the Tax Act or the interpretation of the Tax Act will not change, or that the Canada Revenue Agency ("CRA") or the provincial taxing authority will agree. Cargojet can provide no opinion with respect to the reasonableness of any expense or of the allocation of income by a partnership. If the CRA or any provincial tax authority successfully challenges the deductibility of expenses or the allocation of income, Cargojet's liability to income tax may increase.

Increase in Interest Rates – An increase in market interest rates may have an adverse effect on the market price of the Company's Voting Shares

One of the factors that may influence the price of the Voting Shares in public trading markets will be the annual cash-on-cash return from dividends by Cargojet on the Voting Shares compared to cash-on-cash returns on other financial instruments. Thus, an increase in market interest rates will result in higher cash-on-cash returns on other financial instruments, which could adversely affect the market price of the Voting Shares.

Future Legal Proceedings – The Company may become subject to future legal proceedings which may result in unanticipated costs and could have a material adverse effect on the Company's business, results of operations or financial condition

In the course of operating its business, Cargojet may become subject to various claims and litigation including with respect to its contractual arrangements and current or new laws and regulations. As a result of potential future legal proceedings, Cargojet may be required to pay significant sums of money in the form of legal fees, judgments or settlements. Any future claims or litigation and any resulting monies owed could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Interline Partnerships and Alliances – Departure of a key interline partner or its failure to meet its obligations could have a material adverse effect on the Company's business, results of operations or financial condition

Cargojet has entered into several strategic interline partnerships/alliances thus providing customers with seamless air cargo courier services around the world to all destinations to and from Canada. The loss of a significant interline partner or its failure to meet its obligations towards Cargojet could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Key Supplies and Suppliers – The Company's failure or inability to obtain certain goods and services from key suppliers on favorable terms could have a material adverse effect on the Company's business, results of operations or financial condition

Cargojet is dependent upon its ability to source, on favorable terms and costs, sufficient quantities of goods and services of desirable quality, in a timely manner, including those required for Cargojet's business or operations, such as fuel, aircraft and related parts, aircraft maintenance services, and information technology systems and services. If for any reason Cargojet is required to find new suppliers, including by reason of suppliers increasing their rates, the transition to new or alternative suppliers may not be possible or may take a significant amount of time or require significant resources. A failure, refusal or inability of a supplier may arise as a result of a wide range of causes, many of which are beyond Cargojet's control. Any failure or inability of Cargojet to successfully source goods and services, or to source goods and services of desirable quality on terms and pricing and within the timeframes acceptable to Cargojet, could have a material adverse effect on Cargojet's business, results of operations or financial condition.

Terrorist Activity – Terrorist activity and associated security measures could have a material adverse effect on the Company's business, results of operations or financial condition

The terrorists' attacks of September 11, 2001 and their aftermath negatively impacted the air cargo courier industry. Following the events of September 11, 2001, a host of countries including Canada introduced new cargo security programs or strengthened existing programs, with the objective to prevent cross-border shipment of illicit goods. The impact on the industry was increased cargo scrutiny and border delays, which translates into higher indirect costs for businesses engaged in cross-border trade. Additional terrorist attacks (whether international or domestic and whether involving Cargojet, another air cargo company or no air cargo company at all), the fear of such attacks or increased hostilities could further negatively impact the air cargo industry. The perceived threat of terrorist activity could lead to a decrease in customer demand for air cargo courier services, with customers choosing other methods of cargo transport, as well as the potential need for a substantial increase in insurance. Cargojet could experience a decrease in the use of its air cargo network as a means of transporting goods domestically and internationally and an increase in costs. Any resulting reduction in the use of Cargojet's cargo network and/or increase in costs could have a material adverse effect on Cargojet's business, results of operations or financial condition.

General Economic and Geopolitical Conditions – General economic and geopolitical conditions could have an adverse effect on the Company's growth, future profitability, ability to finance and operations

Cargojet's growth, future profitability, ability to finance and operations, like those of other dedicated air cargo carriers, are sensitive to and may be significantly impacted by economic and geopolitical conditions. Global financial conditions continue to be characterized as volatile. In recent years, global markets have been adversely impacted by various credit crises and significant fluctuations in key commodity prices and costs. Many industries have been impacted by these market conditions. Global financial conditions remain subject to sudden and rapid destabilizations in response to future events. A continued or worsened slowdown in the financial markets or other economic conditions, including but not limited to consumer spending, employment rates, business conditions, inflation, consumer debt levels, lack of available credit, the state of the financial markets, interest rates and tax rates, may adversely affect Cargojet's growth and profitability. Future crises may be precipitated by any number of causes, including natural disasters, geopolitical instability, changes to energy prices or sovereign defaults.

Any prolonged or significant impact arising from economic and geopolitical conditions, including in relation to ongoing military and geopolitical conflicts, civil unrest, and the related response and restrictions imposed by various governments and authorities (or lack thereof) may also result in a material adverse effect on investor confidence and general financial market liquidity, all of which may adversely affect Cargojet's business and the market price of its Voting Shares.

FINANCIAL RISKS

Declaration of Dividends – There can be no assurance that dividends will be distributed on a regular basis or at all

Dividends are dependent on cash flows of Cargojet. The declaration and payment of future dividends will be at the discretion of the Board, are subject to restrictions under our Credit Facility and may be affected by various other factors, including our earnings, levels of indebtedness, financial condition and legal or contractual restrictions. While it is the intention of the Board, subject to financial results, capital requirements, available cash flow and any other factors that the Board may consider relevant, to declare a quarterly dividend on an ongoing basis, there can be no assurance that we will have the financial flexibility to pay dividends at the same rate (or at all) in the future.

Potential Volatility of Voting Share Price – There are a variety of factors that may cause the market price of the Company's Voting Shares to significantly fluctuate

The market price of our Voting Shares could be subject to significant fluctuations. Some of the factors that may cause the market price of our Voting Shares to fluctuate include:

- volatility in the market price and trading volume of comparable companies;
- actual or anticipated changes or fluctuations in our operating results or in the expectations of market analysts;
- adverse market reaction to any indebtedness we may incur or securities we may issue in the future;
- short sales, hedging and other derivative transactions in our Voting Shares;
- litigation or regulatory action against us;
- investors' general perception of us and the public's reaction to our press releases, our other public announcements and our filings with Canadian securities regulators, including our financial statements;
- publication of research reports or news stories about us, our competitors or our industry;

- positive or negative recommendations or withdrawal of research coverage by securities analysts;
- changes in general political, economic, industry and market conditions and trends;
- sales of our Voting Shares by existing shareholders;
- recruitment or departure of key personnel;
- significant acquisitions or business combinations, strategic partnerships, joint ventures or capital commitments by or involving us or our competitors; and
- the other risk factors described in this section of this Annual Information Form.

Additionally, these factors, as well as other related factors, may cause decreases in asset values that are deemed to be other than temporary, which may result in impairment losses. As well, certain institutional investors may base their investment decisions on consideration of our environmental, governance and social practices and performance against such institutions' respective investment guidelines and criteria, and failure to satisfy such criteria may result in limited or no investment in our Voting Shares by those institutions, which could materially adversely affect the trading price of our Voting Shares. There can be no assurance that fluctuations in price and volume in our Voting Shares will not occur. In recent periods, the stock market has experienced extreme declines and volatility. This volatility, from time to time, has had a significant negative impact on the market price of securities issued by many companies, including Cargojet and other companies in its industry. There can be no assurance that continuing fluctuations in price and volume will not occur. If such increased levels of volatility and market turmoil continue for a protracted period of time, our operations and the trading price of our Voting Shares may be materially adversely affected.

In addition, broad market and industry factors may harm the market price of our Voting Shares. Hence, the price of our Voting Shares could fluctuate based upon factors that have little or nothing to do with us, and these fluctuations could materially reduce the price of our Voting Shares regardless of our operating performance. In the past, following a significant decline in the market price of a company's securities, there have been instances of securities class action litigation having been instituted against that company.

LEGAL PROCEEDINGS

The Company is not aware of any legal proceedings or regulatory actions to which the Company is a party or of which any of the Company's properties are subject, nor have any such proceedings or actions been pending during Fiscal 2023. In addition, no such other proceedings or actions are currently known by the Company to be contemplated.

REGULATORY ACTIONS

During Fiscal 2023, the Company has not been subject to any penalties or sanctions imposed against it by a court relating to securities legislation or by a securities regulatory authority, and has not entered into any settlement agreements before a court relating to securities legislation with a securities regulatory authority.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Other than as set out below or elsewhere in this Annual Information Form, no (i) director or executive officer of the Company, (ii) shareholders of Cargojet that, to the knowledge of the Company, beneficially own, or control, directly or indirectly, more than 10% of any class of shares of Cargojet, or (iii) any associate or affiliate of the persons referred to in (i) or (ii), has or had any material interest, direct or indirect, in any transaction within the three most recently completed financial years or during the current financial year prior that has materially affected or is reasonably expected to materially affect the Company or any of its subsidiaries.

TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for the Voting Shares is Odyssey Trust Company its principal transfer office in Toronto. The trustee for the 5.75% 2025 Debentures and the 5.25% 2026 Debentures is Computershare Trust Company of Canada at its principal transfer office in Toronto.

MATERIAL CONTRACTS

The following are the only material contracts, other than those contracts entered into in the ordinary course of business, which the Company has entered into during Fiscal 2023, or entered into before such year but which are still in effect. Each of the summaries below describes certain material provisions of the relevant material contract and is subject to, and qualified in its entirety by reference to, the relevant material contract, a copy of which is available under the Company's profile on SEDAR+ at www.sedarplus.ca.

DHL WARRANT CERTIFICATE

On March 28, 2022, as part of the strategic agreement with DHL, the Company issued to DHL the DHL Warrants on the conditions and terms described in a warrant certificate representing such DHL Warrants (the "**DHL Warrant Certificate**"). The DHL Warrants entitle DHL to acquire up to 1,645,000 Variable Voting Shares of the Company, which represented 9.5% of the Voting Shares, on a non-diluted basis as of the date of issuance of the DHL Warrants, subject to satisfaction of vesting conditions and certain anti-dilution adjustments. The exercise price of the DHL Warrants is C$158.92, being the 20-day VWAP of the Voting Shares immediately prior to the date of the issuance of the DHL Warrants. 346,000 DHL Warrants vested immediately on issuance of the DHL Warrants, and the remaining DHL Warrants will vest in specified increments over a period seven years, with vesting tied to the payment by DHL of up to $2,300 million in business volumes during the same term. The DHL Warrants will expire on April 30, 2029.

In accordance with the terms of the DHL Warrants, certain customary adjustments shall be made to the DHL Warrants and/or the exercise price of the DHL Warrants, as applicable, to account for, among other things, (i) changes in share capital of the Company; (ii) certain issuances of Voting Shares in respect of the principal amount outstanding or interest payable on securities convertible, exercisable or exchangeable for Voting Shares; or (iii) certain distributions of extraordinary dividends (excluding any ordinary course cash dividends). DHL is not entitled to dividend equivalents on any vested DHL Warrants.

Upon an event constituting a "Change of Control Transaction" (as defined in the DHL Warrant Certificate), all unvested DHL Warrants will fully vest and become immediately exercisable. In the event the Company completes a business combination whereby the Voting Shares are exchanged solely for cash consideration, the Company has a right to cause DHL to exercise the DHL Warrant Certificate in full in respect of the DHL Warrants, including those that vest in connection with such business combination. DHL is also entitled to a right of first notice with respect to a proposal that could lead to a change of control of the Company.

Voting

During the DHL Standstill Period (as defined below), DHL has agreed that it and its affiliates shall cause all of the Voting Shares beneficially owned by them by way of exercise of any or all DHL Warrants to be present and/or represented for quorum purposes at each and every meeting of shareholders of the Company, and either vote "for" or abstain from voting on (but not withholding) on each business matter recommended for shareholder approval by the Board related to fixing the number of directors, electing directors or appointing the Company's auditors and authority to fix its remuneration.

Transfers

DHL has agreed to not transfer any DHL Warrants held by it, except to a permitted transferee in accordance with the terms of the DHL Warrant Certificate. Subject to certain exceptions, without the prior written consent of the Company, DHL shall not transfer in a private sale any Voting Shares it acquires pursuant to an exercise of any or all DHL Warrants, to a person or group of persons who beneficially own, or who would, after giving effect to such transfer, more than 10% of the then issued and outstanding Voting Shares.

Standstill

Until the earlier of the expiry of the DHL Warrants and such time as DHL beneficially owns less than 5% of the then issued and outstanding Voting Shares on a fully-diluted basis (the "**DHL Standstill Period**"), except as otherwise set forth in the DHL Warrant Certificate, DHL has agreed to not, without the prior written consent of the Company, among other things: acquire any equity interests of the Company; solicit any proxies; requisition meetings of shareholders; nominate persons to the Board; subject any equity interests of the Company to any voting agreement; propose or enter into a transaction involving the Company; take any action with respect to the preceding actions that would reasonably be expected to require the Company to make a public announcement; and advise other persons to undertake any of the foregoing. In addition, if, prior to the expiration of the DHL Warrants but subsequent to the termination of the DHL Standstill Period, DHL acquires beneficial ownership of 5% or more of the then issued and outstanding Voting Shares on a fully-diluted basis, the DHL Standstill Period and the related standstill provisions will again apply.

Notwithstanding the standstill provisions, DHL and its affiliates shall not be prohibited from making and submitting to the Company or the Board any confidential proposal, inquiry or indication of interest with respect to any transaction involving the Company or the equity interests of the Company, and the standstill provisions shall become void upon public announcement by the Company that it has entered into a definitive agreement with respect to a Change of Control Transaction with a person other than DHL or any of its affiliates.

Registration Rights

DHL has the right to require the Company to use commercially reasonable efforts to file a prospectus, with applicable Canadian securities regulatory authorities, qualifying the Voting Shares held by DHL and its permitted transferees. DHL is entitled to request not more than two demand distributions in any twelve-month period, subject to certain conditions, as well as to be included as a "piggy back" holder in any distribution of Voting Shares by the Company. The DHL Warrant Certificate also contains customary expense reimbursement and indemnification provisions in the case of a demand or piggy-back distribution.

For more information, see the Company's material change report, dated March 28, 2022, which is available on SEDAR+ under the Company's corporate profile at www.sedarplus.ca.

AMAZON WARRANT CERTIFICATE

On August 23, 2019, as part of the strategic agreement with Amazon, the Company issued to the Amazon Warrantholder the Amazon Warrants, in two tranches, on the conditions and terms described in a warrant certificate representing such Amazon Warrants (the "**Amazon Warrant Certificate**"). The First Tranche Amazon Warrants entitle the Amazon Warrantholder to acquire up to 1,589,231 Variable Voting Shares of the Company, which represented 9.9% of the Voting Shares, including vested options and outstanding restricted share units, on a post-exercise basis as of the date of issuance of the Amazon Warrants, subject to satisfaction of vesting conditions and certain anti-dilution adjustments. The exercise price of the First Tranche Amazon Warrants is $91.78 is based on the 30-day VWAP of the Voting Shares immediately prior to the date of the issuance of the Amazon Warrants. 401,331 First Tranche Amazon Warrants vested immediately on issuance of the Amazon Warrants, and the remaining First Tranche Amazon Warrants will vest in specified increments over a period of six and a half years, with vesting tied to the delivery by Amazon of up to $400 million in business volumes during the same term.

The Second Tranche Amazon Warrants entitle the Amazon Warrantholder to acquire up to 802,650 Variable Voting Shares of the Company, which represented 5.0% of the Voting Shares on a fully-diluted and post-exercise basis as of the date of issuance of the Amazon Warrants, subject to satisfaction of vesting conditions and certain anti-dilution adjustments. The exercise price of the Second Tranche Amazon Warrants of $186.57 is based on the 30-day VWAP of the Voting Shares on the second anniversary of the date of issuance of the Amazon Warrants. The Second Tranche Amazon Warrants will vest in specified increments over a period of seven and a half years, with vesting tied to the delivery by Amazon of up to an additional $200 million in business volumes during the same term.

The First Tranche Amazon Warrants and the Second Tranche Amazon Warrants together represent a right acquire in the aggregate up to 2,391,881 Variable Voting Shares of the Company, which represented

14.9% of the Voting Shares on a fully-diluted and post-exercise basis as of the date of issuance of the Amazon Warrants, assuming full vesting.

In accordance with the terms of the Amazon Warrants, certain customary adjustments shall be made to the Amazon Warrants and/or the exercise price of the Amazon Warrants, as applicable, to account for, among other things, (i) changes in share capital of the Company; (ii) certain issuances of Voting Shares in respect of principal amount outstanding or interest payable on securities convertible, exercisable or exchangeable for Voting Shares; or (iii) certain distributions of extraordinary dividends (excluding any ordinary course cash dividends). The Amazon Warrantholder is not entitled to dividend equivalents on any vested Amazon Warrants.

Upon an event constituting a "change of control" of the Company (as defined in the Amazon Warrant Certificate), all unvested Amazon Warrants will fully vest and become immediately exercisable. In the event the Company completes a business combination whereby the Voting Shares are exchanged solely for cash consideration, the Company has a right to cause the Amazon Warrantholder to exercise the Amazon Warrants in full in respect of the vested Amazon Warrants, including those that vest in connection with such business combination. The Amazon Warrantholder is also entitled to a right of first notice with respect to a proposal that could lead to a change of control of the Company.

Voting

With respect to any matter, proposal or resolution submitted to shareholders of the Company at an annual or special meeting of the shareholders, the Amazon Warrantholder shall only be entitled to exercise its right to vote on a maximum of 9.9% of the then issued and outstanding Voting Shares during the term of the First Tranche Amazon Warrants and 14.9% of the then issued and outstanding Voting Shares after the First Tranche Amazon Warrant has vested in full.

During the Amazon Standstill Period (as defined below), the Amazon Warrantholder has agreed that it and its affiliates shall cause all of the Voting Shares beneficially owned by them by way of exercise of any or all Amazon Warrants to be present and/or represented for quorum purposes at each and every meeting of shareholders of the Company, and either vote "for" or abstain from voting on (but not withholding) on each business matter recommended for shareholder approval by the Board related to the election of directors and the appointment of the auditor of the Company.

Transfers

The Amazon Warrantholder has agreed to not transfer any Amazon Warrants held by it, except to a permitted transferee in accordance with the terms of the Amazon Warrant Certificate. Subject to certain exceptions, without the prior written consent of the Company, the Amazon Warrantholder shall not transfer in a private sale any Voting Shares it acquires pursuant to an exercise of any or all Amazon Warrants, to a person or group of persons who beneficially own, or who would, after giving effect to such transfer, more than 10% of the then issued and outstanding Voting Shares.

Standstill

Until the earlier of the expiry of the Amazon Warrants and such time as the Amazon Warrantholder beneficially owns less than 5% of the then issued and outstanding Voting Shares (the "**Amazon Standstill Period**"), except as otherwise set forth in the Amazon Warrant Certificate, the Amazon Warrantholder has agreed to not, without the prior written consent of the Company, among other things: acquire any equity interests of the Company; solicit any proxies; requisition meetings of shareholders; nominate persons to the Board; subject any equity interests of the Company to any voting agreement; propose or enter into a transaction involving the Company; take any action with respect to the preceding actions that would reasonably be expected to require the Company to make a public announcement; and advise other persons to undertake any of the foregoing.

Notwithstanding the standstill provisions, the Amazon Warrantholder and its affiliates shall not be prohibited from making and submitting to the Company or the Board any confidential proposal, inquiry or indication of interest with respect to any transaction involving the Company or the equity interests of the Company, and the standstill provisions shall become void upon public announcement by the Company that it has entered into a definitive agreement with respect to a change of control transaction with a person other than the Amazon Warrantholder or any of its affiliates.

Registration Rights

The Amazon Warrantholder has the right to require the Company to use commercially reasonable efforts to file a prospectus, with applicable Canadian securities regulatory authorities, qualifying the Voting Shares held by the Amazon Warrantholder and its permitted transferees. The Amazon Warrantholder is entitled to request not more than four demand distributions in any twelve-month period, subject to certain conditions, as well as to be included as a "piggy back" holder in any distribution of Voting Shares by the Company. The Amazon Warrant Certificate also contains customary expense reimbursement and indemnification provisions in the case of a demand or piggy-back distribution.

For more information, see the Company's material change report, dated August 23, 2019, which is available on SEDAR+ under the Company's corporate profile at www.sedarplus.ca.

5.25% 2026 DEBENTURE INDENTURE

On July 16, 2020, the Company closed an offering of $100,000,000 aggregate principal amount of 5.25% Debentures due June 30, 2026. On July 22, 2020, the underwriters exercised their over-allotment option in full, resulting in the issue of an additional $15,000,000 aggregate principal amount of 5.25% 2026 Debentures. The 5.25% 2026 Debentures are direct, senior unsecured obligations of the Company and rank subordinate to all existing and future senior secured and other secured indebtedness of the Company, and rank *pari passu* to all existing and future senior unsecured, and other unsecured and unsubordinated indebtedness of the Company. The 5.25% 2026 Debentures rank *pari passu* with the Company's 5.75% 2025 Debentures. The 5.25% 2026 Debentures bear interest at a rate of 5.25% per annum, payable semiannually in arrears on June 30 and December 31 of each year. The 5.25% 2026 Debentures will mature on June 30, 2026. The terms of the 5.25% 2026 Debentures are set out in the

5.25% 2026 Debenture Indenture dated July 16, 2020 entered into between the Company and Computershare Trust Company of Canada.

5.75% 2025 DEBENTURE INDENTURE

On April 16, 2019, the Company closed an offering of $100,000,000 aggregate principal amount of 5.75% Debentures due April 30, 2025. On April 26, 2019, the underwriters exercised their over-allotment option in full, resulting in the issue of an additional $15,000,000 aggregate principal amount of 5.75% 2025 Debentures. The 5.75% 2025 Debentures are direct, senior unsecured obligations of the Company and rank subordinate to all existing and future senior secured and other secured indebtedness of the Company, and rank *pari passu* to all existing and future senior unsecured, and other unsecured and unsubordinated indebtedness of the Company. The 5.75% 2025 Debentures rank *pari passu* with the Company's 5.25% 2026 Debentures. The 5.75% 2025 Debentures bear interest at a rate of 5.75% per annum, payable semiannually in arrears on April 30 and October 31 of each year. The 5.75% 2025 Debentures will mature on April 30, 2025. The terms of the 5.75% 2025 Debentures are set out in the 5.75% 2025 Debenture Indenture dated April 16, 2019 entered into between the Company and Computershare Trust Company of Canada.

INTERESTS OF EXPERTS

The auditors of the Company are PricewaterhouseCoopers LLP, Chartered Professional Accountants, Chartered Accountants, Toronto, Ontario. Cargojet's audited consolidated annual financial statements for Fiscal 2023 were filed under National Instrument 51-102 – *Continuous Disclosure Obligations* in reliance on the report of PricewaterhouseCoopers LLP, Chartered Professional Accountants, Chartered Accountants, given on their authority as experts in auditing and accounting. PricewaterhouseCoopers LLP has confirmed to the Company that it is independent within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario.

ADDITIONAL INFORMATION

Additional information relating to the Company can be found under the Company's profile on SEDAR+ at www.sedarplus.ca.

Additional information, including, without limitation, directors' and officers' remuneration and indebtedness, principal holders of the Company's securities and securities authorized for issuance under equity compensation plans will be contained in the Company's management information circular to be mailed and filed in connection with its annual meeting of shareholders scheduled to be held on April 11, 2024.

Additional financial information is provided in the audited consolidated annual financial statements and related management's discussion and analysis of Cargojet for Fiscal 2023.

SCHEDULE A - CHARTER OF THE AUDIT COMMITTEE

I. Purpose

The Audit Committee's mandate is to provide assistance to the Board of Directors of Cargojet Inc. (the "**Corporation**") in fulfilling its financial reporting and control responsibility to the shareholders and the investment community.

II. Composition

The Audit Committee will be comprised of at least three directors of the Corporation, all of whom, subject to any exemptions set out in National Instrument 52-110 *Audit Committees* ("**NI 52-110**"), will be independent and financially literate. An "independent" director is a director who has no direct or indirect material relationship with the Corporation. A "material relationship" is a relationship that could, in the view of the Board of Directors of the Corporation, be reasonably expected to interfere with the exercise of the director's independent judgement or a relationship deemed to be a material relationship pursuant to NI 52-110. A "financially literate" director is a director who has the ability to read and understand a set of financial instruments 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.

III. Responsibilities

Responsibilities of the Audit Committee generally include, but are not limited to, the undertaking of the following tasks:

I. Making recommendations to the Board of Directors of the Corporation regarding the selection, evaluation and compensation of the external auditors to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation. In making such recommendations, the Audit Committee will:

(a) confirm the independence of the auditors and report to the Board of Directors of the Corporation its conclusions on the independence of the auditors and the basis for these conclusions; and

(b) meet with the auditors and financial management to review the scope of the proposed audit for the current year, and the audit procedures to be used.

II. Overseeing the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation, including the resolution of disagreements between management and the external auditor regarding financial reporting. In overseeing such work, the Audit Committee will:

(a) review with the external auditors any audit problems or difficulties and management's response;

(b) at least annually obtain and review a report prepared by the external auditors describing (i) the auditors' internal quality-control procedures; and (ii) any material issues raised by the most recent internal quality-control review, or peer review, of the auditors, and reviewing any steps taken to deal with any such issues;

(c) serve as an independent and objective party to monitor the Corporation's financial reporting process and internal control system and oversee management's reporting on internal control;

(d) provide open lines of communication among the external auditors, financial and senior management, and the Board of Directors of the Corporation for financial reporting and control matters;

(e) make inquiries of management and the external auditors to identify significant business, political, financial and control risks and exposures and assess the steps management has taken to minimize such risks to the Corporation; and

(f) establish procedures to ensure that the Audit Committee meets the external auditors on a regular basis in the absence of management.

III. Pre-approving all non-audit services to be provided to the Corporation or its subsidiary entities by the Corporation's external auditor, subject to any exemptions set out in NI 52-110. Notwithstanding the pre-approval process, the Audit Committee will ensure that the external auditors are prohibited from providing the following non-audit services and will determine the other non-audit services the external auditors are prohibited from providing:

(a) bookkeeping or other services related to the accounting records or financial statements of the Corporation;

(b) financial information systems design and implementation;

(c) appraisal or valuation services, fairness opinions, or contribution-in-kind reports;

(d) actuarial services;

(e) internal audit outsourcing services;

(f) management functions or human resources;

(g) broker, dealer, investment adviser or investment banking services;

(h) legal services and expert services unrelated to the audit; and

(i) any other service that the Audit Committee determines to be impermissible.

IV. Reviewing the Corporation's financial statements, management's discussion and analysis and annual and interim profit or loss press releases before the Corporation publicly discloses the information. In connection with such review, the Audit Committee will ensure that:

(a) management has reviewed the financial statements with the Audit Committee, including significant judgments affecting the financial statements;

(b) the members of the Audit Committee have discussed among themselves, without management or the external auditors present, the information disclosed to the Audit Committee; and

(c) the Audit Committee has received the assurance of both financial management and the external auditors that the Corporation's financial statements are fairly presented in conformity with International Financial Reporting Standards in all material respects.

V. Ensuring that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements, other than the public disclosure referred to in paragraph 4 above, and periodically assessing the adequacy of those procedures.

VI. Establishing procedures for:

(a) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and

(b) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters.

VII. Reviewing and approving the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Corporation.

VIII. Annually reviewing and revising this Charter as necessary with the approval of the Board of Directors of the Corporation and the text relating to this Charter, which is required to appear in the AIF of the Corporation, as more specifically set out in Form 52-110FI Audit Committee Information Required in an AIF.

IV. Authority

The Audit Committee has the authority to:

(a) engage independent counsel and other advisors as the Audit Committee determines necessary to carry out its duties;

(b) set and pay the compensation for any advisors employed by the Audit Committee; and

(c) communicate directly with the internal and external auditors.

V. Meetings

The Audit Committee will meet regularly at times necessary to perform the duties described above in a timely manner, but not less than four times a year. Meetings may be held at any time deemed appropriate by the Audit Committee.

At the discretion of the Audit Committee, meetings may be held with representatives of the external auditors and appropriate members of management.

The external auditors will have direct access to the Audit Committee at their own initiative.

The Chairman of the Audit Committee will report periodically to the Board of Directors of the Corporation.