



DIVIDEND REINVESTMENT PLAN

Table of Contents

Overview	2
Eligibility	2
Enrollment	3
Price of Shares	4
Dividends and Reinvestment Date	4
Administration	4
Costs	4
Account Statements	5
Share Certificates.....	5
Disposition or Withdrawal of Plan Shares	5
Voting of Plan Shares	6
Termination of Participation.....	6
Rights Offerings, Stock Splits and Stock Dividends	7
Responsibilities of Chorus and the Agent	8
Rules and Regulations	9
Amendment, Suspension or Termination of the Plan.....	9
Notices	9
Certain Canadian Federal Income Tax Considerations	10
Governing Law	11
Effective Date	11

CHORUS AVIATION INC.
DIVIDEND REINVESTMENT PLAN

Overview

This Dividend Reinvestment Plan (the “**Plan**”) provides holders (“**Shareholders**”) of Class B Voting Shares and Class A Variable Voting Shares (collectively and individually, “**Shares**”) the opportunity to purchase additional Shares from Chorus Aviation Inc. (“**Chorus**”) using cash dividends paid on Shares which are enrolled in the Plan.

The benefits of enrolling in the Plan are as follows:

- convenience of automatic reinvestment of dividends in further Shares;
- savings from not having to pay brokerage fees or other service charges applicable to the purchase of Shares acquired under the Plan;
- ability to acquire fractional (as opposed to whole) Shares with reinvested dividends;
- flexibility to enroll some or all Shares in the Plan, providing the opportunity to reinvest all or only a portion of dividends in further Shares while continuing to receive the remainder in cash;
- potential to receive a discount when acquiring Shares under the Plan; and
- convenient, quarterly statements for keeping track of holdings of Shares.

The price for Shares purchased under the Plan is 100% of the Average Market Price (as defined below). Chorus may, from time to time, offer a discount of up to 5% from the Average Market Price for Shares purchased under the Plan.

Proceeds received by Chorus from the issuance of Shares under the Plan will be used for general corporate purposes.

Eligibility

Any Canadian resident who is a registered Shareholder is eligible to enroll in the Plan at any time. Only Shareholders resident in Canada may enroll and participate in the Plan. Shareholders who do not enroll in the Plan will continue to receive dividends in the usual manner.

Non-registered beneficial Shareholders (i.e., Shareholders who hold their Shares through a financial institution, broker, nominee or other intermediary) should consult with their intermediary to determine the procedures for enrolling and participating in the Plan. The administrative

practices of such intermediaries may vary and, accordingly, the dates by which actions must be taken and the documentary requirements set out in the Plan may not be the same as those required by such intermediaries. Some intermediaries may require non-registered beneficial Shareholders to become registered Shareholders in order to participate in the Plan and charge a fee for that change. Please note that neither Chorus nor the Agent will cover any fees charged by intermediaries in connection with a Shareholder's participation in this Plan.

The Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) and may not be offered or sold in the United States or to or for the account or benefit of any U.S. person. A registered Shareholder or non-registered beneficial Shareholder is therefore not eligible to participate in the Plan if that Shareholder, or any agent through which that Shareholder participates in the Plan, is located in the United States or any of its territories or possessions, or is a U.S. person. A U.S. person includes, without limitation, any natural person resident in the United States, any partnership or corporation organized or incorporated under the laws of the United States, and any estate of which any executor or administrator is a U.S. person and any trust of which any trustee is a U.S. person.

Chorus and the Agent reserve the right to deny, or terminate, participation in the Plan under other circumstances as detailed in the Plan.

Enrollment

A registered Shareholder must complete an enrollment form and return it to the Agent in order to participate in the Plan. Non-registered Shareholders should consult with their intermediary to determine the procedures for enrolling and participating in the Plan. All or a portion of the Shares held by an eligible Shareholder may be enrolled. If the Agent receives a properly completed enrollment form at least five (5) business days prior to a dividend record date, participation in the Plan for the Shares enrolled becomes effective on that dividend record date. If the enrollment form is received by the Agent less than five (5) business days prior to a dividend record date, participation in the Plan for the Shares enrolled will become effective on the second dividend record date following receipt of the enrollment form by the Agent.

All dividends payable (less any withholdings required under applicable law) on Shares enrolled in the Plan after the enrollment date will be reinvested in additional Shares in accordance with the terms of this Plan.

An enrollment form may be obtained at any time by calling 1-800-387-0825, by e-mailing inquiries@astfinancial.com, by visiting the Agent's website at <https://ca.astfinancial.com/InvestorServices/Search-DRIP> or by sending a written request addressed to the Agent.

Price of Shares

All Shares purchased under the Plan will be newly issued by Chorus from treasury. The price at which the Agent will purchase Shares from Chorus on behalf of participants in the Plan (“**Participants**”) will be equal to the volume weighted average trading price on the Toronto Stock Exchange (the “**TSX**”) for the last five (5) trading days on which at least one hundred Shares traded immediately preceding a dividend payment date (the “**Average Market Price**”), less any Applicable Discount (as defined below).

Chorus may offer a discount of up to 5% from the Average Market Price for Shares purchased under the Plan (the “**Applicable Discount**”). Chorus will issue a news release announcing any Applicable Discount from the Average Market Price for Shares purchased under the Plan. Once the Applicable Discount has been announced, it will remain in effect until Chorus announces a change in the Applicable Discount.

Dividends and Reinvestment Date

The declaration of dividends is subject to the approval of the Board of Directors of Chorus in its sole discretion.

Dividend record dates are generally on or about the last business day of each month. Dividend payment dates are generally on the 12th or 13th business day of each month.

Shares purchased under the Plan will be issued effective on the same day as the dividend payment date.

Administration

AST Trust Company (Canada) (the “**Agent**”) or such other entity as Chorus may designate from time to time will administer the Plan on behalf of Chorus and the Participants pursuant to an agreement between Chorus and the Agent. Chorus will pay to the Agent all cash dividends which are to be reinvested on behalf of Participants, and the Agent will then use these funds to purchase additional Shares for Participants directly from Chorus. Shares purchased under the Plan will be registered in the name of the Agent or its nominee in trust for Participants. If the Agent ceases to act as Agent hereunder, another agent will be designated by Chorus.

Costs

All administrative costs incurred for the purchase of Plan Shares for Participants, including any brokerage commissions, fees or other expenses of the Agent relating to such purchases, will be borne by Chorus.

Account Statements

Following each dividend reinvestment period, the Agent will send a statement of account to Participants who are registered Shareholders (“**Registered Participants**”) setting out the number of whole and fractional Shares acquired under the Plan (“**Plan Shares**”). As these statements are a Registered Participant’s only record of the cost of each purchase of Plan Shares, all such statements should be retained by a Registered Participant for income tax purposes.

The bottom of the front page of a Registered Participant’s statement provides forms which may be completed if a Registered Participant wishes to sell or withdraw Shares from the Plan, or terminate participation in the Plan. In addition, each Registered Participant will receive annually from the Agent, the appropriate tax information for reporting dividend income.

Participants who participate in the Plan as non-registered beneficial Shareholders (i.e., Shareholders who hold their shares through an intermediary, such as a broker, financial institution or other nominee) (“**Non-Registered Participants**”) should contact their intermediary to determine the procedures for requesting their statement of account.

Share Certificates

Certificates for Shares will not be issued to Participants; instead Plan Shares will be credited in a Plan account established for each Participant. Upon written request by a Registered Participant, the Agent will issue share certificates registered in the Participant’s name for any number of whole Plan Shares held in such Participant’s account under the Plan. Normally, such certificates will be issued to the Participant within ten (10) business days following receipt by the Agent of such Participant’s written request. Any subsequent dividends paid in respect of the such certificated Plan Shares will be subject to reinvestment under the Plan pursuant to the then-current election of the Participant, along with any other uncertificated Plan Shares remaining in a Participant’s account. Shares held by the Agent under the Plan may not be pledged, hypothecated, assigned, sold or otherwise disposed of by a Participant. A Participant who wishes to pledge, hypothecate, assign, sell or otherwise dispose of such Shares must first withdraw such Shares from the Plan.

A certificate will not be issued for a fraction of a Share.

Non-Registered Participants should contact their intermediary to determine the procedures for obtaining shares certificates representing their Plan Shares.

Disposition or Withdrawal of Plan Shares

Registered Participants may withdraw some or all of their whole Plan Shares at any time upon written request to the Agent. Requests received by the Agent at least five (5) business days prior to a dividend record date will be processed on or before that dividend record date. Requests

received by the Agent less than five (5) business days prior to a dividend record date will be processed after the next following dividend payment date. The Agent will deliver a certificate for the whole Plan Shares withdrawn from the Plan to the Registered Participant.

Registered Participants may sell some or all of their whole Plan Shares at any time upon written request to the Agent. Requests received by the Agent at least five (5) business days prior to a dividend record date will be processed on or before that dividend record date. Requests received by the Agent less than five (5) business days prior to a dividend record date will be processed after the next following dividend payment date.

The Agent will arrange for the sale of the Plan Shares through a broker-dealer selected by the Agent. The Registered Participant will be charged brokerage commissions, plus any applicable taxes, which will be deducted from the cash proceeds of the sale paid to the Registered Participant. Plan Shares that are sold may be commingled with Plan Shares of other Participants to be sold, and the sale price of such Plan Shares will be the average sale price of all Plan Shares commingled and sold on the same day.

Non-Registered Participants should contact their intermediary to determine the procedures for withdrawing or selling their Plan Shares.

If a Participant withdraws or sells less than all of their Plan Shares, dividends paid on their remaining Plan Shares will continue to be reinvested in Shares under the Plan.

Voting of Plan Shares

Registered Participants may vote whole Plan Shares held by the Agent on their behalf in the same manner as if the Shares were registered in their name and held by them outside the Plan, either in person or by proxy. The Agent will forward to Registered Participants, as soon as practicable following receipt, any proxy solicitation materials.

Non-Registered Participants should contact their intermediary to determine the procedures for voting Plan Shares.

Termination of Participation

Registered Participants may terminate their participation in the Plan at any time by written notice to the Agent. Termination notices received by the Agent at least five (5) business days prior to a dividend record date will be processed on or before that dividend record date. Termination notices received by the Agent less than five (5) business days prior to a dividend record date will be processed after the next following dividend payment date.

Participation in the Plan will also be terminated upon receipt by the Agent of a written notice of the death of a Participant. Certificates for Plan Shares will be issued in the name of the deceased

Participant, and the Agent will send such certificates and cash payment for any fraction of a Plan Share to the representative of the deceased Participant.

Chorus also reserves the right to terminate a Participant's participation in the Plan:

- (a) with prior written notice where such Participant holds less than one whole Plan Share; or
- (b) without prior notice where such Participant (i) is no longer eligible to be enrolled in the Plan, (ii) has caused or will cause the Agent or Chorus to violate any applicable laws or regulations, including anti-money laundering or anti-terrorist financing legislation, regulation or guideline, or (iii) in the sole discretion of Chorus, has abused the Plan to the detriment of Chorus or other Shareholders.

Unless the Participant requests that the Plan Shares be sold, upon the termination of a Participant's participation in the Plan, the Agent will then settle the Participant's account by issuing a certificate for the number of whole Plan Shares standing to the credit of the Participant and cash representing the purchase price for any fraction of a Plan Share. The amount of the payment for any such fraction will be based on the last price paid by the Agent for Shares purchased under the Plan.

Upon termination of participation, a Participant may request that all Plan Shares held for the Participant's account be sold. Such sale will be made by the Agent through a broker-dealer selected by the Agent as soon as is practicable following receipt by the Agent of written instructions to do so. The proceeds of such sale, less brokerage commissions and applicable sales fees, will be paid to the Participant by the Agent. Plan Shares that are to be sold may be commingled with Plan Shares of other Participants to be sold, and the sale price of such Plan Shares will be the average sale price of all Plan Shares commingled and sold on the same day. With respect to any fraction of a Plan Share, the Agent will purchase such fraction for cash at a price determined in the same manner as in the case of whole Plan Shares sold for the Participant.

Non-Registered Participants should contact their intermediary to determine the procedures for terminating their participation in the Plan.

Rights Offerings, Stock Splits and Stock Dividends

In the event that Chorus makes available to its Shareholders rights to subscribe for additional Shares or other securities, rights certificates will be issued to Participants for their whole Plan Shares. No such rights will be made available in respect of fractions of Plan Shares. Instead, the Agent will sell any rights relating to such fractions at a time and price determined by the Agent, and Participants will be paid their proportionate interests in the proceeds for such sale. Any Shares distributed pursuant to a stock dividend or a stock split on Plan Shares will be retained by the Agent and credited proportionately to the accounts of the Participants.

In the event of a change, reclassification or conversion of Shares into other shares or securities or of any further change, reclassification or conversion of such other shares or securities into other shares or securities, the Plan shall continue to apply to the shares or securities resulting from the event and references herein to Shares and to Plan Shares shall be deemed to be references to the shares or securities resulting from that event.

Non-Registered Participants should contact their intermediary to determine the procedures for rights offerings, stock splits and stock dividends.

Responsibilities of Chorus and the Agent

Neither Chorus nor the Agent shall be liable for any act done in good faith, or for any good faith omission to act. In particular, without limiting the generality of the foregoing, neither Chorus nor the Agent shall be liable in respect of any claim arising out of or relating to:

- (a) the prices at which Shares are purchased or sold for the Participant's account and the times at which such purchases or sales are made;
- (b) gains or losses resulting from a Participant's acquisition, holding or sale of Plan Shares;
- (c) income taxes (or any interest or penalties relating thereto) payable by Participants in connection with their participation in the Plan;
- (d) any breaches of applicable securities laws by Participants, Shareholders or other parties;
- (e) acts or omissions of any intermediaries acting on behalf of Non-Registered Participants or other non-registered beneficial Shareholders;
- (f) acts or omissions resulting from inaccurate or incomplete information or instructions;
- (g) any action or refusal to act by the Agent based on its determination that the performance of its duties under the Plan might cause it to be in non-compliance with any applicable legislation, regulation or guideline; or
- (h) any failure to terminate a Participant's account upon such Participant's death prior to receipt of notice in writing of such death.

Participants are advised that neither Chorus nor the Agent can assure a gain or protect against a loss as a result of their holding Plan Shares.

Rules and Regulations

Chorus may make rules and regulations to facilitate the administration of the Plan and reserves the right to regulate and interpret the Plan text as Chorus deems necessary or desirable. Chorus may adopt rules and regulations concerning the establishment of Internet-based or other electronic mechanisms with respect to the enrollment in the Plan, the communication of information concerning the Plan to Participants and any other aspects of the Plan.

Amendment, Suspension or Termination of the Plan

Chorus reserves the right to amend the Plan at any time, in which case Participants will be sent written notice of such amendment. All amendments must be pre-cleared by the TSX.

Chorus also reserves the right to suspend or terminate the Plan at any time, in which case Chorus will advise Shareholders by issuing a news release and will notify the TSX of the suspension or termination by filing a copy of such news release with the TSX.

If the Plan is terminated, the Agent will remit to all Registered Participants, certificates registered in their name for whole Plan Shares together with the proceeds from the sale of any fractions of Plan Shares. If the Plan is suspended, subsequent dividends on Plan Shares will be paid in cash.

Non-Registered Participants should contact their intermediary to determine the procedures applicable in the event of an amendment, suspension or termination of the Plan.

Notices

All notices required to be given to Participants under the Plan will be sent to Participants at the address or contact information shown on the records of the Agent.

Written communications to the Agent should be addressed to:

AST Trust Company (Canada)
P.O. Box 700, Station B
Montreal, Quebec H3B 3K3

Fax: 888-488-1416
Email: inquiries@astfinancial.com

or to such other address as the Agent or Chorus may advise.

Notices may, to the extent permitted by law, be delivered by electronic means.

Non-Registered Participants should contact their intermediary to determine how to notices with respect to the Plan will be received by them.

Certain Canadian Federal Income Tax Considerations

The following is a summary of the principal Canadian federal income tax considerations generally applicable to a Participant under the Plan who, at all relevant times, for purposes of the application of the Income Tax Act (Canada) (the “**Tax Act**”) and the Income Tax Regulations (the “**Regulations**”), is resident in Canada, deals at arm’s length with and is not affiliated with Chorus, holds shares acquired under the Plan as capital property, and has cash dividends paid on Shares of Chorus reinvested under the Plan.

This summary is based upon the provisions of the Tax Act and the Regulations as of the effective date of the Plan, and all specific proposals to amend the Tax Act and the Regulations publicly announced by the Minister of Finance (Canada) prior to the date hereof (the “**Proposed Amendments**”), and the current published administrative policies and assessing practices of the Canada Revenue Agency. This summary assumes that all Proposed Amendments will be enacted in the form proposed. However, no assurances can be given that the Proposed Amendments will be enacted as proposed, or at all. This summary is not exhaustive of all possible Canadian federal income tax considerations, and does not take into account Canadian provincial or territorial income tax laws, or foreign tax considerations. This summary does not apply to: (i) a Participant who is subject to the “mark-to-market” rules under the Tax Act applicable to certain “financial institutions”; (ii) a Participant an interest in which is a “tax shelter investment”; or (iii) a Participant to whom the “functional currency” reporting rules apply (all as defined in the Tax Act).

This summary is of a general nature only and is not, and is not intended to be, legal or tax advice to any particular Participant under the Plan. This summary is not exhaustive of all Canadian federal income tax considerations. Accordingly, prospective Participants should consult their own tax advisers having regard to their own particular circumstances.

All cash dividends paid on Shares of Chorus that are reinvested on behalf of a Participant will generally be subject to the tax treatment normally applicable to taxable dividends (including eligible dividends) from taxable Canadian corporations. For example, in the case of a Participant who is an individual, such dividends will be subject to the normal gross-up and credit rules or, in the case of a Participant who is a private corporation or one of certain other corporations, a refundable tax will apply to the amount of the dividend. Other taxes could apply depending on the circumstances of the Participant.

The right granted under the terms of the Plan to reinvest cash dividends paid on Shares in Shares newly-issued from treasury at the Average Market Price, less the Applicable Discount (if any), and the exercise of such right, should not give rise to a taxable benefit under the Tax Act.

A Participant will not realize any taxable income when the Participant receives certificates for whole Shares credited to the Participant’s account, either upon the Participant’s request, upon termination of Participation or upon termination of the Plan.

The cost to a Participant of Shares acquired under the Plan will be the price paid for the Shares by the Agent on behalf of the Participant. For the purpose of computing the adjusted cost base of such Shares to the Participant, the cost of the Shares will be averaged with the adjusted cost base of all Shares of Chorus held by the Participant as capital property.

A Participant may realize a capital gain or loss on the disposition of Shares acquired through the Plan, including in the case of a fraction of a Share.

Shareholders should consult their tax advisers about the tax consequences arising from their participation in the Plan.

Governing Law

The Plan will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Effective Date

The Plan is effective February 1, 2018.