FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF TRUST DATED AS OF MARCH 23, 2009

WHEREAS Jazz Air Income Fund (the "**Fund**") was created pursuant to a declaration of trust dated November 25, 2005 as amended by an amended and restated declaration of trust dated as of January 24, 2006 (the "**Declaration of Trust**");

AND WHEREAS it is desirable to amend the definition of "Special Resolution" included in Section 12.7(a) the Declaration of Trust;

AND WHEREAS Section 11.1(b)(iii) of the Declaration of Trust permits the trustees of the Fund, without the consent, approval or ratification of the unitholders of the Fund (the "**Unitholders**"), to remove any conflicts or inconsistencies in the Declaration of Trust or make minor changes or corrections, including the correction or rectification of any ambiguities, defective provisions, errors, mistakes or omissions, which are, in the opinion of the trustees of the Fund (the "**Trustees**"), necessary or desirable and not prejudicial to the Unitholders;

AND WHEREAS the Trustees wish to amend the Declaration of Trust as permitted by Section 11.1(b)(iii) of the Declaration of Trust through the execution of this first amendment (the "**Amendment**") to the amended and restated declaration of trust;

NOW THEREFORE that in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the parties hereto covenant and agree as follows:

1. Definitions

Capitalized terms used but not defined herein shall have the respective meanings given to them in the Declaration of Trust.

2. Amendment

Section 12.7(a) of the Declaration of Trust is deleted in its entirety and replaced with the following:

> The expression "Special Resolution" when used in this Declaration of Trust means a resolution proposed to be passed as a special resolution at a meeting of Trust Unitholders duly convened for that purpose and held in accordance with the provisions of this Article at which are present in person or by proxy, Trust Unitholders holding not less in aggregate than 25% of the Trust Units entitled to vote at the meeting (irrespective of the number of individuals actually present at the meeting) and passed by the affirmative vote of more than 66 2/3% of the votes cast by the Trust Unitholders entitled to vote at a meeting (including at any further meeting held pursuant to the adjournment of a meeting), such Trust Unitholders being represented thereat, either in person or by proxy.

3. **Counterpart**

This Amendment may be executed by the parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

4. **Language**

Les parties aux présentes conviennent et exigent que cette entente et tous les documents qui s'y rattachent soient rédigés seulement en anglais. The parties expressly request and require that this Agreement and any related documents be drawn up solely in the English language.

5. **Governing Law**

This Amendment shall be construed, and the Fund shall be governed and administered in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have duly executed this Amendment as of the date first above written.

(signed)	***(signed) Gary M. Collins***
Witness	Gary M. Collins
(signed)	***(signed) Sydney John Isaacs***
Witness	Sydney John Isaacs
(signed)	***(signed) Katherine M. Lee***
Witness	Katherine M. Lee
(signed)	***(signed) G. Ross MacCormack***
Witness	G. Ross MacCormack
(signed)	***(signed) Richard H. McCoy***
Witness	Richard H. McCoy
(signed)	***(signed) John T. McLennan***
Witness	John T. McLennan
(signed)	***(signed) Joseph D. Randell***
Witness	Joseph D. Randell