

**CHARTER TARIFF
CONTAINING
CONDITIONS OF CARRIAGE
AND
RULES, RATES AND CHARGES
APPLICABLE IN
CHARTER AIR SERVICE
WITHIN CANADA**

EXPLANATION OF ABBREVIATIONS

A.T.B.....	AIR TRANSPORT BOARD
CTA	CANADIAN TRANSPORTATION AGENCY
IATA	International Air Transport Association
No.	Number
CAD	Canadian Dollars/Currency

EXPLANATION OF SYMBOLS

(A)	Denotes increase	(N)	Denotes addition
(C)	Denotes change in wording which results in neither increase nor reduction in charges	(R)	Denotes reduction
		%	Percent
		\$	Dollars

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September 3, 2010	Chris L. Ferris Vice President, Marketing & Sales	September 3, 2010

CHECK PAGE

Original and Revised Pages as named below contain all changes from the Original Tariff, effective as of the dates shown thereon.

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PART I: GENERAL RULES AND CHARGES

1. DEFINITIONS

“animals”	includes reptiles, fish, birds, poultry, insects and worms;
“baggage”	which is equivalent to luggage means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.
“base”	means any of carrier’s bases in this tariff;
“Board”	means Air Transport Board;
“Canada”	means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.
“carriage”	which is equivalent to transportation means carriage of passengers, baggage or cargo by air, gratuitously or for hire.
“carrier”	means Bradley Air Services Limited c/o/b First Air and/or Ptarmigan Airways and/or NWT Air, an air carrier within the meaning of the Aeronautics Act, and, where the context permits, includes its servants and agents, acting within the scope of their employment;
“charter”	non-scheduled domestic service operated under a contractual arrangement between the air carrier and a charterer;
“charterer”	means a person, association, partnership, company, corporation or other legal entity who enters into a charter agreement with carrier;
“day”	means any period of twenty-four successive hours;
“flight”	means the movement of the aircraft from the point of take-off to the next point of landing;
“goods”	means any things that can be transported by air, including animals, but excluding mails other than in plane load lots and excluding baggage as defined in Rule 1 (b);
“month”	means any period of thirty successive days;
“summer”	means the period March 21 to September 20 both dates inclusive except in the case of DHC – 6 when “summer” shall mean the period from June 1 to September 30 both dates inclusive;
“term charter”	means a charter for a specified number of successive days, months or combination thereof;
“tolls”	means any charge, classification, fare, rate or allowance; and

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PART I: GENERAL RULES AND CHARGES

1. DEFINITIONS CONTINUED

“winter” means the period September 21 to March 20 both dates inclusive except in the case of DHC-6 when “winter” shall mean the period from October 1 to May 31 both dates inclusive;

“Military contract charter”

means a contract agreement between the carrier and the Department of the Air Force of the Government of the United States of America for the supplying by the carrier of Class 4 charter commercial air services.

2. APPLICATION OF TARIFF

- (1) This tariff is applicable to the transportation of passengers and their baggage or goods in charter service on aircraft operated by the carrier.
- (2) The rules, rates and charges in this tariff and in the tables annexed hereto constitute the conditions upon which carrier performs or agrees to perform charter air services and are as much a part of every contract of air carriage between charterer and carrier as if set out therein and in the event of any conflict between this tariff and the charter contract this tariff shall prevail unless departure from the tariff has been authorized by the CTA(A).
- (3) The rules, rates and charges that apply to any charter are those in effect on the date the charter commences except that, in cases which tenders, offers or quotations are called, the rules, rates and charges that apply are those in effect on
 - I. the closing of the tender, or
 - II. the date the offer or quotation is submitted to the charterer, whichever is applicable.
- (4) Notwithstanding paragraph 3, when the charterer and the carrier agree to amend a contract for a series of flights within the original period of the contract, the tariff in effect at the time of signing of the original contract shall apply.
- (5) Any airport or air transportation tax imposed by any government authority is not Included in the charter rates and charges published herein.
- (6) The charter price shall be subject to fuel surcharges in effect on the date the transportation commences from the point of origin of each flight.

3. CURRENCY

- (1) All monetary amounts published in this tariff are stated in terms of lawful currency of Canada.
- (2) Charges are payable in Canadian currency or in any other currency acceptable to carrier in an amount, equivalent to the Canadian dollar amount, computed on the basis of the currently effective banker’s buying rate.

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PART I: GENERAL RULES AND CHARGES

4. PAYMENT AND ADJUSTMENT OF CHARGES

- (1) Payments for a charter flight made to any person to whom the Carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the Carrier.
- (2) A deposit in dollars CA equal to ten percent (10%) of the total charter price shall be paid to the Carrier not less than 22 days prior to the commencement of an domestic flight governed by this tariff except in the case of ABC, ITC and ABC/ITC charters.
- (3) The amount of the deposit will be held in trust by the Carrier and applied against the payment of total charter charges.
- (4) Except for the payments to be made out of the deposit as provided for in paragraph (3) hereof, payment in full for each round trip shall be received by the Carrier not less than 7 days prior to the departure of such round trip.
- (5) Any amount by which charges paid before commencement of a charter, or prior to the completion, exceed the charges properly applicable to the completed charter will be refunded to charterer upon completion of the charter. When charges paid before commencement, or prior to completion, of a charter are less than the charges properly applicable to the completed charter, the difference will be payable by charterer upon completion of the charter.
- (6) When a charter is cancelled by carrier prior to commencement, full refund of charges paid in advance will be made to charterer by carrier.
- (7) When a charter is cancelled by carrier after commencement, charges will be assessed for the usefully completed portion only.
- (8) No charges will be assessed against charterer,
 - (a) where flights are not completed due to mechanical failure or crew casualties and carrier fails to arrange satisfactory alternative transportation;
 - (b) where charges are assessed on a mileage basis, in respect of any deviation not requested by charterer.
- (9) No charges will be assessed against charterer in respect of any flying in an unsuccessful attempt to complete a flight required under the charter, unless charterer, his servant or agent, so agrees.
- (10) The monthly payment on term charters of one month or more shall not be less than the applicable minimum charge per month.
- (11) Any refund of charges to which a charterer might be entitled shall be limited to a sum attributable to that part of a charter, which has not been usefully performed.

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PART I: GENERAL RULES AND CHARGES

5. GROUND TRANSPORTATION

Tolls published in this tariff do not include charges for ground transportation. The carrier does not maintain, operate or provide ground transportation between airports or between airports and city centres. Independent contractors who are not and shall not be deemed to be the agents or employees of the carrier perform any such services. The carrier shall not be liable for the acts or omissions of such independent contractors or anything done by an employee, agent or a representative of the carrier in making arrangements for such ground transportation. The costs of ground transportation shall be payable by the charterer.

6. SPLIT CHARTERS

The carrier will charter to one charterer only at one time and will not permit the resale of space at toll per unit, but when charterer and persons other than carrier wish to use the aircraft jointly, the charges from charterer and such other persons on any basis of apportionment agreed to between the parties.

7. SUBSTITUTE AIRCRAFT

Note: Paragraphs (1), (2) and (3) are not applicable to military contract charters.

- (1) When, due to causes beyond control of carrier, the aircraft chartered is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the carrier may furnish another aircraft of the same type or, with the consent of charterer, substitute any other type at the rate and charges applicable to the aircraft originally chartered except as provided in Paragraphs (2) and (3) of this Rule.
- (2) When the substituted aircraft is capable of a larger payload than the original aircraft chartered, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally chartered, unless the charterer agrees to pay the rates and charges applicable to the substituted aircraft.
- (3) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft chartered, charges will be based on the rates and charges applicable to the type of substituted aircraft.
- (4) (a) If the carrier fails to make an aircraft available for a flight or otherwise defaults in the performance of service under a military contract charter and such failure is not excusable under the terms of such contract, the charterer may, without terminating such contract, procure substitute service or direct the carrier to procure substitute service.

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PART I: GENERAL RULES AND CHARGES

7. Substitute Aircraft Continued...

(4) (b) In the event the charterer procures substitute service the charterer shall pay the substitute carrier and the carrier shall reimburse the charterer the excess, if any, of the substitute carrier's price over the price of military contract charter contracted for. In the event the carrier is directed to procure such substitute service, the charterer shall pay the carrier the military contract charter price and the carrier shall pay the substitute carrier its charter rate for such substitute aircraft.

(c) The substitute aircraft to be procured must be approved by the charterer or designated representative and must be capable of providing service equal to or greater than the aircraft originally contracted for. If the substitute aircraft provides payload capability greater than the aircraft originally contracted, the carrier shall be paid the rate applicable to the aircraft originally chartered provided that the additional payload capability is not utilized by the charterer.

In the event the additional payload capability is utilized by the charterer, the charterer shall pay the valid tariff rate applicable to the substituted aircraft.

8. CHARGES FOR CANCELLATION OF CHARTERS BY CHARTERER

(1) In the case of charters other than term charters;

- i) When cancellation is made more than 8 days prior to commencement of the charter, no cancellation charge will be made
- ii) When cancellation is made within 7 days of departure, a cancellation charge of 25% of the total charter charge will be assessed.
- iii) When cancellation is made less than 12 hours prior to planned departure a cancellation charge of 50% of the total charter charge will be assessed.
- iv) When cancellation is made after the charter has commenced but before it is completed, a cancellation charge of 100% of the total charter charge will be assessed.

(2) In the case of term charters;

- i) When cancellation is made more than 91 days prior to commencement of the charter, no cancellation charge will be assessed.
- ii) When cancellation is made less than 91 days before planned commencement of the charter, a charge equivalent to 30 days at the minimum charge per day per aircraft will be assessed.
- iii) When cancellation is made after the charter commences a charge equivalent to 30 days at the minimum charge per day per aircraft will be assessed.

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PART I: GENERAL RULES AND CHARGES

9. PAYMENT OF CHARGES ON BEHALF OF CHARTERER

Upon request of charterer and subject to reimbursement by charterer, carrier may pay or assume responsibility for payment of charges for transportation, cartage, storage, loading and unloading, Government duties and Customs Fees accrued on the goods to be carried pursuant to the charter.

10. FACILITIES AND SERVICES REQUIRED TO BE PROVIDED BY CHARTERER

- (1) When the following facilities and services are available for carrier's use at points other than carrier's base situation north of 57° 30" North Latitude west of 102° West Longitude and north of 58° North Latitude east of 102° West Longitude, the cost to carrier for using such facilities and services (except when owned and operated by the carrier) will be charged to charterer:
- (a) Communications and navigational aids,
 - (b) Hangar and storage space,
 - (c) Pre-heaters for aircraft,
 - (d) Airstrips with communications, markers and/or lights and
 - (e) Personnel to assist carrier's crews with aircraft ground operations.
- (2) When the facilities and services named in paragraph (1) above are required but not available in the area described in such paragraph, they shall be provided by charterer at no cost to carrier. Upon the request of and authorization by charterer, carrier will act as agent for charterer and arrange for such facilities and services and charterer will pay costs incurred by carrier in providing them.

PART I: GENERAL RULES AND CHARGES

11. OPERATION, INTERRUPTION OR CANCELLATION OF CHARTER FLIGHTS

- (1) Carrier shall have exclusive operational control over chartered aircraft, contents and crews thereof. All persons provided transportation on chartered aircraft shall comply with all rules and regulations of carrier, and all persons or property aboard chartered aircraft shall be subject to the authority of the pilot in charge.
- (2) Carrier has the right to cancel or terminate the charter or any flight of a charter at any time or to return to base or to the last point of landing or to divert or to land at an intermediate point when such action is deemed by carrier to be necessary due to unserviceability, weather, or to conditions beyond the control of carrier.

12. TRAFFIC DOCUMENTS

- (1) Carrier will issue:
 - (a) in respect of each passenger – an individual passenger ticket, manifest or other similar document;
 - (b) in respect of baggage – a baggage ticket, manifest or other similar document which may be combined with the passenger document; and
 - (c) in respect of goods – an air consignment note, manifest, waybill, bill of lading, or other similar document.
- (2) Charterer shall provide carrier with all reasonable information, facilities and assistance in the issuing and delivery of such traffic documents.

13. SPACE FOR CARRIER'S USE

Any unused capacity in the chartered aircraft not being utilized by charterer may, unless charterer objects, be used by carrier for the carriage of its own personnel, baggage or goods.

PART I: GENERAL RULES AND CHARGES

20. HUMAN REMAINS

Except in cases of emergency, human remains will not be carried unless enclosed in coffins or cases, which will prevent the escape of offensive odours.

21. LIVE/SERVICE ANIMALS

- (1) Live animals and/or pets, dogs, cats, and birds, must be properly crated in leak proof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals will be carried only in the cargo compartments of the airplane.
- (2) Carrier, if he deems it necessary, may require an attendant to accompany the live animal and the attendant will be responsible for the care of the live animal.
- (3) When carrier furnishes food for the live animal, the cost of same will be charged to charterer.
- (4) Carrier will not be responsible for the loss of - or injury to - the live animal, except when caused or occasioned by the neglect or default of carrier.
- (5) Charterer will indemnify carrier for any loss or damage caused by the live animal or the attendant.
- (6) Carrier will accept for transportation without charge in the passenger compartment specifically trained, certified, accompanied service animals in the following categories:
 - (a) Search and rescue dogs
 - (b) A service animal required to assist a person with a disability provided the animal is properly harnessed and certified as having been trained at a professional service animal institution, such animal will be permitted to accompany the person with a disability into the cabin and remain on the aircraft floor at the person's seat.

For the safety and comfort of all passengers, carrier's staff (in consultation with the person with a disability) will determine where the person with a disability and service animals accepted under this rule will be seated.

Service animals do not require a muzzle.

Carrier will not be responsible in the event any such animal is refused entry into or passage through any country.

PART I: GENERAL RULES AND CHARGES

22. DANGEROUS ARTICLES

- (1) Charterer shall be responsible for complying with the applicable governmental regulations governing the carriage of explosives or other dangerous articles under this tariff.
- (2) Any charterer shipping or attempting to ship such articles in contravention of any government regulation shall be liable to carrier for all loss or damage directly or indirectly caused thereby, and carrier may store or dispose of such articles at charterer's risk and expense.
- (3) All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- (4) Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate the laws, regulations, or orders of countries or possessions to be flown from, into, or over.
- (5) If the weight, size or character renders it unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry the charterer's baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier:
 - (a) Firearms of any description.

Firearms for sport purposes will be carried as baggage provided required entry permits are in the possession of the passenger for the country of destination and provided that such firearms are disassembled or packed in a suitable case. The provisions of this Subparagraph do not apply to Officers of the Law travelling in line of duty and carrying legally prescribed sidearms or other similar weapons.
 - (b) Explosives, munitions, corrosives and articles that easily ignite.
 - (c) Photoflash bulbs when appropriately marked and contained in the original package of the manufacturer.

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Chris L. Ferris
Vice President, Marketing & Sales

September 25, 2009

PART I: GENERAL RULES AND CHARGES

23. PERISHABLE GOODS

- (1) Perishable goods shall be properly packed by charterer to prevent deterioration in flight.
- (2) When perishable goods in a damaged condition or with damaged or inadequate packing are accepted for carriage the traffic document will be so annotated by Carrier, and Carrier will be liable only for loss, damage, deterioration or destruction caused by its own negligence.
- (3) Carrier will take reasonable precautions to ensure that perishable goods will not be damaged by freezing or defrosting in flight.
- (4) When such goods are refused by the consignee or no effective arrangements are made by charterer or the consignee to accept such goods at destination, or when disposal instructions cannot be obtained from charterer or consignee, or when there is danger that the goods may become worthless because of delay or non-delivery, carrier may -- without prior notice -- sell or otherwise dispose of such goods upon the best terms available.

24. PRISONERS

- (1) A prisoner must be accompanied by an attendant and charterer shall assume full responsibility for the proper conduct and control of the prisoner.
- (2) Charterer shall indemnify carrier for any loss, injury, or damage caused by the prisoner.

25. TRANSPORT OF PASSENGERS WITH DISABILITIES (excludes passengers on stretchers or in incubators)

- (1) Definitions

A passenger shall be considered disabled when their physical, medical or mental condition requires individual attention on enplaning, deplaning, during flight, in an emergency evacuation or during ground handling which is normally not extended to other passengers.

- (a) **Ambulatory** - a person who is able to move about within an aircraft unassisted
- (b) **Non-Ambulatory** - a person who is not able to move about within the aircraft unassisted.
- (c) **Self-reliant** - a person who is independent, self-sufficient and capable of taking care of all his/her physical needs during flight, during an emergency evacuation or decompression. He/she requires no special or unusual attention beyond that afforded to the general public, except that he/she may require assistance in boarding or deplaning.
- (d) **Non-self-reliant** - a person who is not self-reliant as defined above.
- (e) **Determination of self-reliance** - Carrier will accept the determination of a person with a disability as to self-reliance. **Attendant** - means a person who travels with a person with a disability to provide a service related to a disability that is not usually provided by carrier's staff.

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PART I: GENERAL RULES AND CHARGES

25. TRANSPORT OF PASSENGERS WITH DISABILITIES (excludes passengers on stretchers or in incubators)(Continued)

- (f) **Wheelchair-bound athlete** - a non-ambulatory person with upper body and arm development such as to make him/her physically capable of egressing an aircraft in an emergency with minimal assistance, and who is a member of a bona-fide sports organization.
 - (g) **Random seating** - the assignment of any passenger seat on the main deck of an aircraft except a seat in a row of seats at an emergency exit.
 - (h) **Planning seating** - the assignment of passenger seats at or near the end of an evacuation line to an exit that, in general, will be floor level exit.
 - (i) **Service animal** - means an animal required by a person with a disability for assistance and certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution.
- (2) Acceptance of Persons with Disabilities
- (a) The carrier will accept for carriage any person whose mental or physical condition is such as to render him/her incapable of caring for him/herself without assistance provided:
 - (1) He/she is accompanied by an attendant who will be responsible for the passenger en route; and,
 - (2) With the care of such attendant, he/she will not require attention
 - (3) or assistance beyond that usually provided by carrier employees.

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Chris L. Ferris
Vice President, Marketing & Sales

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PART I: GENERAL RULES AND CHARGES**25. TRANSPORT OF PASSENGERS WITH DISABILITIES** (excludes passengers on stretchers or in incubators)(Continued)

(2) Acceptance of Persons with Disabilities (Continued)

(b) Persons with disabilities will be accepted for transportation as outlined in the following:

Disability	Attendant Required	Maximum Number Per Flight
Blind	No	No limit
Deaf	No	No limit
Blind & deaf	Yes	No limit
Person with a mental/intellectual disability/self-reliant	No	No limit
Person with a mental/intellectual disability/non-self-reliant	Yes	No limit
Ambulatory/self-reliant	No	No limit
Ambulatory/non-self-reliant	Yes	No limit
Non-ambulatory/self-reliant	(see chart below)	
Non-ambulatory/non-self-reliant	(see chart below)	

Non-Ambulatory/Self-Reliant WCHP
Non-Ambulatory/Non-Self-Reliant WCHC

Random Seating		Planned Seating		Total Random and Planned Seating (Note 2)	Max of WHCH with an Assist. (Note 1)	
WCHP/WCHC Without An Attend	(Note 1) Addition 1 with an	WCHP/WCHC Without an Attend	(Note 1) Additional with an Attend			
B727-200	2	1	1	1	4	1
B727-200C	1	1	1	1	4	1
B737-200	2	1	X	X	X	X
B737-200c	1	1	X	X	X	X
ATR42-300	2	2	No planned seating		2	1
ATR72-300	2	2	No planned seating		2	1

Note 1: WCHC passenger category must be attended. WCHC passengers must be included.

Note 2: Planned seating will be in accordance with Transport Canada guidelines.

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May 31, 2011

Chris L. Ferris
Vice President, Marketing & Sales

June 1, 2011

PART I: GENERAL RULES AND CHARGES

25. TRANSPORT OF PASSENGERS WITH DISABILITIES (excludes passengers on stretchers or in incubators)(Continued)

(3) Medical Clearance

The carrier reserves the right to require a medical clearance from the Company Medical Authorities if travel involves any usual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).

(4) Seating Restrictions

Persons with disabilities will not be permitted to occupy seats in designated emergency exit rows, over-wing emergency exit rows or where the ventral stair may have to be used as an emergency exit.

(5) Acceptance of Mobility Aids

(a) The carrier will accept the following items, which must be stowed in the baggage compartment:

- (1) Manually and powered wheelchairs, scooters and walkers;
- (2) Wheelchairs with non-spillable batteries must be disconnected and taped;
- (3) Crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with the carrier's safety regulations;
- (4) Wheelchairs with spillable batteries are accepted at no charge to the passenger as follows:
 - (i) if the wheelchair or scooter can be carried in an upright position, then the battery need not be removed; cables must be disconnected from the battery and taped together with the battery terminals capped or taped to prevent a short circuit;
 - (ii) if the wheelchair or scooter cannot be carried in a completely upright position, or if there is an online connection and the upright carriage cannot be guaranteed the battery must be removed and the use of the battery kit is mandatory.

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Chris L. Ferris
Vice President, Marketing & Sales

September 25, 2009

PART I: GENERAL RULES AND CHARGES

25. TRANSPORT OF PASSENGERS WITH DISABILITIES (excludes passengers on stretchers or in incubators)(Continued)

- (5) Acceptance of Mobility Aids (Continued)
 - (b) Where a mobility aid cannot be carried in the passenger compartment, the carrier will provide assistance in disassembling and packaging the aid, unpacking and reassembling the aid, and returning the aid promptly on arrival at the person's destination, all without charge.
 - (c) In the event that a mobility aid is damaged or mishandled, the carrier will provide a rental of temporary wheelchair while that of the passenger is being repaired/returned.
- (6) The carrier is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this Rule.
- (7) Reservations should be made at least 24 hours in advance of travel, advising the carrier as to the nature of the disability and assistance required, so that arrangements can be made. The carrier will make every effort to accommodate passengers who fail to make reservations 24 hours in advance.

26. TRANSPORTATION OF CHILDREN

- (1) Accompanied - Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 12 years of age. Only one child under 2 years of age will be accepted for carriage with each fare-paying passenger at least 12 years of age occupying the same or adjacent seat occupied by the child. The child must be placed in an approved infant safety seat.
- (2) Unaccompanied - Children under 12 years of age not accompanied on the same flight and in the same compartment by a passenger 12 years of age or over are accepted for transportation only under the following conditions:
 - (a) Unaccompanied children under 5 years of age are NOT accepted under any condition.
 - (b) Unaccompanied children between the ages of 5 and 11 years must be brought to the airport of departure by a parent or responsible adult who remains with the child until emplaned and who must furnish the carrier with satisfactory evidence that the child will be met by another parent or responsible adult upon deplaning at his/her destination but not accepted if the flight on which the child holds a reservation is expected to terminate short of or bypass his/her destination.
- (4) Satisfactory evidence establishing the child's age on the date of commencement of carriage must be provided.
- (5) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

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30. REFUSAL OF CARRIAGE

Carrier will refuse to transport, or will remove any passenger at any point for any of the following reasons:

- (1) Carrier will refuse to carry any passenger when such action is deemed necessary for safety reasons.
- (2) Carrier will refuse to carry any passenger where it has reasonable grounds for believing that the passenger's condition is such as to involve an unusual risk or hazard to himself or to other persons (including – in cases of pregnant passengers – unborn children) or to property.
- (3) Carrier will refuse to carry any articles which it has reasonable grounds for believing would endanger the safety of the aircraft, crew, or other property, or are shipped contrary to any governmental regulations or are liable to cause damage to the aircraft or to persons, baggage or goods on board the aircraft.
- (4) Carrier may refuse to carry improperly packed or otherwise defective baggage or goods.
- (5) Carrier will refuse to carry any passenger or possession when such action is necessary to prevent violation of any applicable law, regulation or law.
- (6) Government request or regulations – whenever such action is necessary to comply with any government regulation, or, to comply with any government request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitation, acts of god, force majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported.
- (7) Search of passenger or property – when the passenger refuses to permit search of his person or property for explosives or a concealed, deadly or dangerous weapon or article.
- (8) Proof of identity – when the passenger refuses on request to produce positive identification.

Note: carrier shall have the right, but shall not be obligated, to require positive identification of persons purchasing tickets and/or presenting a ticket(s) for the purpose of boarding aircraft.

- (9) Immigration or other similar considerations – when the passenger is to travel across any international boundary, if;
 - (a) The travel documents of such passenger are not in order;
 - (b) For any reason, such passenger's embarkation from, transit through, or entry into, any country from, through, or to which such passenger desires transportation would be unlawful;
 - (c) Such passenger fails or refuses to comply with the rules and regulations of the carrier.

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(10) Passengers condition

- (a) When the passenger has an obvious contagious disease; or
- (b) When the passenger has an offensive smell (for example, such as from a draining wound).
- (c) When the passenger appears to be deranged or mentally incapacitated. However the carrier will accept escorted mental patients under the following conditions:
 - 1 The requesting medical authority furnishes assurance, in writing, that an escorted mental patient will be permitted on a flight.
 - 2 Only one escorted mental patient will be permitted on a flight.
 - 3 Request for carriage is made at least 48 hours before scheduled departure.
 - 4 Acceptance is for online travel only.
 - 5 The escort must accompany the escorted passenger at all times;

(11) Prohibited Conduct

Without limiting the generality of the foregoing, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the carrier, to take action to ensure the physical comfort or safety of the person, other passengers (in the future and present) and/or the carrier's employees; of the crew members in their duty aboard the aircraft; or the safe and adequate flight operation:

- (a) The person, in the reasonable judgment of a responsible carrier employee, is under the influence of intoxicating liquids or drug (except a medial patient under proper care);
- (b) The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent, or otherwise disorderly, and in the reasonable judgment of a responsible carrier employee there is a possibility that such passenger would cause disruption or serious impairment to the physical comfort or safety of the other passengers or carrier's employees, interfere with a crew member in the performance of his duties aboard carrier's aircraft, or otherwise jeopardize safe and adequate flight operations;
- (c) The person's conduct involves any unusual hazard or risk to self or other person's (including, in cases of a pregnant passenger, unborn children) or to property;
- (d) The person fails to observe the instruction of carrier and its employees, including instructions to cease prohibited conduct;

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- (e) The person is unable/unwilling to sit in seat with seatbelt fastened;
- (f) The person smokes or attempts to smoke in the aircraft.
- (g) The person continues to use a cellular telephone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the crew;
- (h) The person is barefoot
- (i) The person is wearing or has on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that carrier will carry passengers who meet the qualifications and conditions established by the government of Canada;
- (j) The person is manacled and in custody of law enforcement personnel
- (k) The person has resisted or may reasonably be believed to be capable of resisting escorts.

(13) Smoking/nonsmoking

Persons who do not comply with the conditions applicable to onboard smoking (cigarettes only, land only when and where as permitted by 7f and/or government regulations) and /or who refuse to cease smoking immediately upon the request of a crewmember.

(14) Sanctions:

Where in the exercise of its reasonable discretion the carrier decides that the passenger had engaged in prohibited conduct described above, the carrier might impose any combination of the following sanctions:

- (a) Removal of the passenger at any point.
- (b) Probation. The carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to said passenger, such probationary conditions may be imposed for any length or time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger's continued compliance in continued avoidance of prohibited conduct, and
- (c) Refuse to transport the passenger. The length of such refusals to transport may range from a one time to an indefinite up to a lifetime ban. The length of the refusal period will be in the carriers reasonable discretion, and will be for a period commensurate with the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers crew or the aircraft or the comfort of the other passengers or crew; the unhindered performance of the crew members in their duty aboard the aircraft; or safe and adequate flight operations.

(15) Probation/Bans

The following conduct will automatically result in an indefinite ban, up to lifetime ban:

- (a) The person continues to interfere with the performance of a crew member's duties notwithstanding verbal warnings by the crew to stop such behavior;

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- (b) The person injures or is a credible threat to injure a crew member or other passenger;
- (c) The person's conduct requires an unscheduled landing and/or the use of restraints such as ties or handcuff;
- (d) The person repeats a prohibited action after receiving a notice of probation as mentioned in 14 (b) above:

These remedies are without prejudice to carrier's other rights and resources, namely to seek recovery of any damage resulting from the prohibited conduct or as otherwise provided in the carrier's tariffs, including the recourses provided in the Aeroplan member's guide or the filing of criminal or statutory charges.

Recourse of the passenger/limitation of liability carriers liability in case of refusal to carry a passenger for a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs shall be limited to the recovery of the refund value of the unused portion of passenger's ticket from the carrier so refusing or removing.

A person who is refused carriage for an indefinite period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the carrier in writing, the reasons why he/she no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice of probation. Carrier will respond to the passenger within a reasonable period of time providing carrier's assessment as to need or not to prolong the ban or to maintain the probation period.

31. LIABILITY FOR DELAY

The carrier will not be liable for delay either before the flight is commenced or at any time during the charter due to weather, unserviceability or to conditions beyond the control of the carrier.

32. LIABILITY OF CARRIER RESPECTING PASSENGERS

- (1) The liability of carrier in respect of the death or injury to a passenger is limited to the sum of \$300,000.00.
- (2) In respect of any passenger whose condition is such as to involve an unusual risk or hazard, carrier is not liable for any loss or damage which would not have been sustained but for the age or mental or physical condition of such passenger, including – in the case of a pregnant passenger any injury, illness or disability sustained by an unborn child.
- (3) Where the air carrier would otherwise be liable in respect of the death or injury of a passenger carried for hire, sustained during the operations of flight embarkation or disembarkation or at any time while the passenger is aboard the aircraft, the liability of the air carrier shall not be limited in respect of each passenger below the minimum per passenger amount of passenger liability insurance or security stipulated by the Board as a condition of the air carrier's license; PROVIDED that this provision shall not apply in respect of any passenger whose condition is such as to involve an unusual risk or hazard in regard to loss or damage which would not have been sustained but for the age or mental or physical condition of such passenger including – in the case of a pregnant passenger – any injury, illness or disability sustained by an unborn child. (Sub-section 4 of Section 13 of the Commercial Air Service Regulations).
- (4) Nothing herein will be deemed to affect the rights and liabilities of the carrier with regard to any person who has wilfully caused damage that resulted in death, wounding, or other bodily injury of a passenger.

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33. LIABILITY OF CARRIER RESPECTING BAGGAGE

(1) Liability

- (a) Liability, if any, for the loss, damage, or delay in the delivery of a fare paying passenger's baggage or other property (whether checked or otherwise delivered into the custody of the carrier), shall be limited to an amount equal to the value of the property and shall not exceed the following maximum limitations for each fare paying passenger (unless passenger elects to pay for higher liability as provided for in paragraph (c) below). These limitations also shall apply to baggage or personal property accepted by the carrier for temporary storage at a city or airport ticket office or elsewhere before or after the passenger's trip.
- (b) Liability for the loss of, damage to, or the delay in delivery of, baggage or other personal property (whether checked or otherwise delivered into the care of the carrier - subject to acceptance as defined in rule 195) shall not be more than cad \$750.00 per passenger unless a higher value is declared in advance and charges are paid pursuant to carriers regulations as defined in paragraph (c). In the event, the liability of the carrier shall be limited to such higher declared value. In no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss. These limitations shall also apply to baggage or other personal property (as previously defined in rule 195) accepted by the carrier for temporary storage at a city or airport office or elsewhere before or after the passenger's trip.

Note: in lieu of monetary compensation, 7f may, at its option, offer to compensate the passenger with a credit valid for future transportation on 7f. The credit offered will be for a value equal to or greater than the monetary compensation due the passenger and the carrier shall inform the passenger of the amount of monetary compensation that would otherwise be due. The transportation credit shall be valid for travel only on 7f within one year from date of issue, and shall be non-endorsable and shall not be redeemable for cash except when the unused residual value of credit, after redeemed for travel, is \$25.00 or less.

(2) Exclusions From Liability

- (a) Carrier shall not be liable for the loss, damage, or delay in delivery of fragile or perishable articles; money, jewelry, silverware, negotiable papers, securities, or other valuables; spirits; business documents; band/orchestra equipment; household items; office equipment; cameras/accessories; or samples included in the passenger's checked baggage, with or without the knowledge of the carrier.
- (b) Carrier shall not be liable for injury, sickness, or death of any pet accepted for transportation. The owner of the pet assumes all responsibility for compliance with all governmental regulations and/or restrictions. Carrier is not responsible in the event any pet is refused passage into or through any country, state, or territory.

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- (c) Normal carrier liability as contained in rule 230(a) will be waived for substantiated claims involving the loss, damage or delay in delivery of mobility aids such as wheelchairs, walkers, crutches, etc., when such items have been accepted into the care of the carrier as checked baggage or otherwise.
- (d) In case of damaged or delayed mobility aids, e.g. Wheelchairs and walkers, a temporary replacement will be obtained without undue delay while the passenger's mobility aid is being repaired or returned.
- (e) Carrier shall not be liable for the loss, damage, or delay in delivery of a passenger's carry on items or cabin baggage unless caused solely by the carrier's negligent handling or a consequence of damage to the aircraft.

(3) Declaration Of Higher Value

A passenger may, when checking in for a flight and presenting property for transportation, pay an additional charge (see chart below) for each carrier on which the property is to be transported and declare a value higher than the maximum amounts specified in (a) above and up to the maximum specified in (2) below, in which event, carrier's liability shall not exceed such higher declared value.

Charge	additional amount of liability
.50 per	100.00, or fraction thereof

Note: any higher declared value shall not apply to money, jewelry, silverware, negotiable papers, securities, business documents, samples, paintings, antiques, artifacts, manuscripts, irreplaceable books or publications, or other similar valuables when such valuables are included in baggage checked or otherwise delivered into the custody of the carrier.

(4) Limits On Declared Higher Values

- (a) The declared value for personal property, including baggage, shall not exceed the limits of 1,000.00 cad.
- (b) When personal property, including baggage, is tendered for transportation via two or more carriers with different maximum limits on declared value, the lowest limit for any such carrier shall apply to all carriers participating in such transportation.

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34. LIABILITY OF CARRIER RESPECTING GOODS

- (1) Except as provided in Rule 35, the liability of carrier in respect of loss of, or damage to, goods – whether occasioned by the act, neglect or default of carrier or not – is limited to the sum of \$1.10 per kilogram.
- (2) Notwithstanding paragraph (1), the liability of carrier is limited to the declared value of goods when charterer:
 - (a) Has declared a value of the goods in an amount exceeding \$1.10 per kg; and
 - (b) Has paid an additional charge of \$0.75 per \$100.00 or fraction thereof for the excess amount.

35. EXCLUSIONS FROM LIABILITY RESPECTING GOODS

- (1) Unless caused by its negligence, carrier will not be liable for any differences in weight or quantity of goods from shrinkage, leakage or evaporation nor for loss or damage to goods occurring after the expiration of forty-eight hours (exclusive of statutory or customary holidays) from the time of verbal or written notice of the arrival of the goods to the consignee at the destination, airport, or landing area.
- (2) Carrier will not be liable for loss of, or damage to, any goods caused or contributed to by:
 - (a) "Force Majeure or acts of God, perils of the air, The Queen's enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, strikes or labour disputes (whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the charter agreement), civil commotions, or hazards or dangers incident to a state of war, or any other causes not attributable to the wilful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of any Government or public body on whatsoever ground to grant the carrier any clearance, licence, right or other permission necessary to the performance of the carrier's charter agreement is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, the carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.
 - (b) The act or default of charterer, consignee or owner;
 - (c) The nature of the goods, or any defect, characteristic, or inherent vice thereof.
 - (d) Violation by charterer, consignee, or any other party claiming an interest in the goods, of any of the rules contained in this tariff or in any other applicable tariff including – but without being limited to – failure to observe any of the rules relating to goods not acceptable for transportation or goods acceptable only under certain conditions.

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35. EXCLUSIONS FROM LIABILITY RESPECTING GOODS

- (2) (Continued)
 - (e) Improper or insufficient packing, securing, marking or addressing.
 - (f) Acts or omissions of warehousemen, Customs or quarantine officials, or other persons other than carrier or its agents in gaining lawful or unlawful possession of the goods; or
 - (g) Compliance with delivery instructions from charterer or consignee.
- (3) Carrier will not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, mis-delivery, non-delivery, or any other result not caused by the actual negligence of itself, its agent, servant, or representative acting within the scope of their authority, or not occurring on its own line or in its own service, or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization.
- (4) Carrier will not be liable for any loss of money, bullion, bonds, coupons, jewellery, precious stones, valuable papers or other articles of extraordinary value, except as provided for in Rule 34, unless such articles are specifically declared to carrier in writing, provided that carrier will not be liable in any event for such articles enclosed in or shipped as baggage.
- (5) Carrier will not be liable in any event for any consequential or special damages arising from transportation whether or not carrier had knowledge that such damages might be incurred.
- (6) Carrier will not be liable for loss or damage caused by or to liquids, fragile or perishable articles enclosed in or shipped as baggage.
- (7) Carrier will not be liable for any claims unless written notice thereof is given at the head office of carrier within the period prescribed in Rule 36 of this tariff.
- (8) Whether the passenger or charterer declares value or not, in no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

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36. LIMITATION OF ACTION

- (1) No action may be maintained against carrier for injury to, or for any delay in carriage of, any passenger unless the action is commenced within one year of such occurrence.
- (2) No action may be maintained against carrier for loss of, or damage to, or delay of baggage or goods, unless notice of the claim shall have been presented in writing to the Head Office of carrier within thirty days (or such further period as a Court may decide in view of all the circumstances to be reasonable) after the occurrence of such loss, damage, or delay, and unless the action is commenced within one year of such occurrence.

37. CLAIM PROCEDURE

- (1) All claims must be made in writing to the originating or delivering carrier within 270 days after the date of acceptance of a shipment by the originating carrier.
- (2) Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to the carrier must be reported in writing to the delivering carrier at destination within 15 days after delivery of the shipment with the privilege of the carrier to make inspections of the shipment and container(s).
- (3) No claim for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.
- (4) For baggage specifically a preliminary report must be made to 7F counter at destination prior to leaving terminal with a written report submitted to the local office within 21 days

PART I: GENERAL RULES AND CHARGES

40. MINIMUM CHARGE

- (1) When the charges for flying are less than the applicable minimum charges per aircraft published in the Table of Rates and Charges, the minimum charges per aircraft will apply.
- (2) Except as provided in Rule 41(1) (c), the minimum charge for flying on term charters will be the amount computed by multiplying the number of days or months each aircraft is on the term charter by the applicable minimum charge per aircraft per day or per month.
- (3) The minimum charge per aircraft per month will apply when it is less than the charge resulting from application of the minimum charge per aircraft per day.
- (4) For days beyond a period of a whole month one thirtieth of the applicable minimum charge per aircraft per month will apply to each such day.
- (5) In term charters of less than one month when the aircraft is available for less than an average of five hours per day the minimum charge per aircraft per day will be an amount bearing the same proportion to the applicable minimum charge per day in the Table of Rates and Charters as the average number of hours of availability per day bears to an average of five hours per day.
- (6) In term charters of one month or more, when the aircraft is available to charterer for less than an average of twenty-five days per month, the minimum charge per aircraft for the period of the charter will be reduced by one thirtieth for the applicable minimum charge per aircraft per month for each day the aircraft is unavailable less than the average of twenty-five days.

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PART I: GENERAL RULES AND CHARGES

41. APPLICATION OF ZONE RATES AND CHARGES

(1) Application

Application rates and charges will be those in effect in the zone in which each flight originated, except as follows:

- (a) A flight originating on a zone boundary line will be subject to the lower of the rates and charges applicable in the zones separated by such boundary line;
- (b) When, to meet the requirements of carrier, a stop is made in a zone different from that in which a flight originates there will be no change in the applicable rates and charges;
- (c) When on a term charter flights originate in more than one zone the minimum charge applicable to each zone shall be applied to that number of days (for charters of 30 days) or months (for charters of 30 days or more) which bears the same proportion to the total number of days or months to which minimum charges are applicable on the charter as the number of hours flown in each zone bears to the total hours flown pursuant to the charter.

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41. APPLICATION OF ZONE RATES AND CHARGES (Continued)

(2) Description of Zones

- (a) The area South of 57° 30' North Latitude West of 120° West Longitude between 57° 30' North Latitude and 54° North Latitude and west of straight lines drawn between 54° North Latitude 120° West, 51° North Latitude 116° West Longitude and 49° North Latitude 114° West Longitude.

- (b) The area South of 51° North Latitude between 102° West Longitude and a straight line joining 49° North Latitude 114° West Longitude and 51° North Latitude 116° West Longitude.

- (c) The areas between 102° West Longitude and 52° West Longitude South of a line drawn along parallels of Latitude meridians of Longitude, except as otherwise indicated, between the following points:

51° North Latitude 102° West Longitude
51° North Latitude 57° 30' West Longitude thence in a straight line drawn to
52° North Latitude 55° 30' West Longitude; then along
52° North Latitude to 52° West Longitude.

- (d) The area circumscribed by a line drawn along the parallels of Latitude and meridians of Longitude, except as otherwise indicated, between the following points:

51° North Latitude 116° West Longitude thence in a straight line drawn to
54° North Latitude 120° West Longitude
54° 30' North Latitude 120° West Longitude
54° 30' North Latitude 102° West Longitude
51° North Latitude 102° West Longitude and
51° North Latitude 116° West Longitude

- (e) The area circumscribed by a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

51° North Latitude 102° West Longitude in a
54° 30' North Latitude 102° West Longitude
54° 30' North Latitude 85° West Longitude
51° North Latitude 85° West Longitude and
51° North Latitude 102° West Longitude

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PART I: GENERAL RULES AND CHARGES

41. APPLICATION OF ZONE RATES AND CHARGES (Continued)

(2) Description of Zones (Continued)

- (f) The area East of 85° West Longitude between 54° 30' North Latitude and a line drawn along the parallels of Latitude and meridians of Longitude except as otherwise indicated, between the following point:

51° North Latitude 85° West Longitude
51° North Latitude 57° 30' West Longitude, thence a straight line to
52° North Latitude 55° 30' West Longitude then along
52° North Latitude 52° West Longitude.

- (g) The area circumscribed by a line drawn along parallels of Latitude and meridians of Longitude between the following points:

54° 30' North Latitude 120° West Longitude
57° 30' North Latitude 120° West Longitude
57° 30' North Latitude 107° West Longitude
54° 30' North Latitude 107° West Longitude
54° 30' North Latitude 120° West Longitude

- (h) The area circumscribed by a line drawn along parallels of Latitude and meridians of Longitude between the following points:

54° 30' North Latitude 107° West Longitude
57° 30' North Latitude 107° West Longitude
57° 30' North Latitude 102° West Longitude
54° 30' North Latitude 102° West Longitude and
54° 30' North Latitude 107° West Longitude

- (i) The area circumscribed by a line drawn along parallels of Latitude and meridians of Longitude between the following points:

54° 30' North Latitude 102° West Longitude
58° North Latitude 102° West Longitude
58° North Latitude 85° West Longitude
54° 30' North Latitude 85° West Longitude and
54° 30' North Latitude 102° West Longitude

PART I: GENERAL RULES AND CHARGES

41. APPLICATION OF ZONE RATES AND CHARGES (Continued)

(2) Description of Zones (Continued)

(j) The area East of 85° West Longitude between 54° 30' North Latitude and 58° North Latitude.

(k) The area circumscribed by a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

57° 30' North Latitude 120° West Longitude
60° North Latitude 120° West Longitude
60° North Latitude 102° West Longitude
57° 30' North Latitude 102° West Longitude and
57° 30' North Latitude 120° West Longitude

(l) The area circumscribed by a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

57°30' North Latitude 141° West Longitude
64° North Latitude 141° West Longitude
64° North Latitude 102° West Longitude
60° North Latitude 102° West Longitude
60° North Latitude 120° West Longitude
57° 30' North Latitude 120° West Longitude and
57° 30' North Latitude 141° West Longitude

(m) The area circumscribed by a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

58° North Latitude 102° West Longitude
68° North Latitude 102° West Longitude
68° North Latitude 80° West Longitude
58° North Latitude 80° West Longitude and
58° North Latitude 102° West Longitude

PART I: GENERAL RULES AND CHARGES**41. APPLICATION OF ZONE RATES AND CHARGES (Continued)**

(2) Description of Zones (Continued)

(n) The area East of 80° West Longitude between 58° North Latitude and 64° North Latitude.

(o) The area circumscribed by a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

64°	North Latitude	141°	West Longitude
68° 30'	North Latitude	141°	West Longitude
68° 30'	North Latitude	128°	West Longitude
66°	North Latitude	128°	West Longitude
66°	North Latitude	102°	West Longitude
64°	North Latitude	102°	West Longitude and
64°	North Latitude	141°	West Longitude

(p) The area circumscribed by a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

66°	North Latitude	128°	West Longitude
68° 30'	North Latitude	128°	West Longitude
68° 30'	North Latitude	115°	West Longitude
68°	North Latitude	115°	West Longitude
68°	North Latitude	102°	West Longitude
66°	North Latitude	102°	West Longitude and
66°	North Latitude	128°	West Longitude

(q) The area between 71° North Latitude and a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

68° 30'	North Latitude	141°	West Longitude
68° 30'	North Latitude	115°	West Longitude
68°	North Latitude	115°	West Longitude
68°	North Latitude	80°	West Longitude
64°	North Latitude	80°	West Longitude and
65°	North Latitude	52°	West Longitude

(r) The area North of 71° North Latitude.

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PART I: GENERAL RULES AND CHARGES

42. CHARGES FOR LOADING AND UNLOADING AIRCRAFT

- (1) Carrier will be responsible for loading and unloading aircraft at his bases except that when charterer requests or the nature of the shipment requires special equipment and personnel, the costs of such special equipment and personnel will be charged to charterer.
- (2) At all other points, except when caused by unserviceability of the aircraft or other causes attributable to carrier, the cost of loading and unloading of aircraft will be borne by charterer.

43. CREW EXPENSES

When the nature of the charter requires carrier's personnel to live away from carrier's bases, charterer will be required to provide or pay for their accommodation and meals, and in addition ground transportation between aircraft and living quarters at the operating site.

44. CHARGES FOR IN-FLIGHT MEALS AND CABIN ATTENDANT

When, with the concurrence of charterer, carrier provides in-flight meals for cabin attendant, the following charges will be assessed:

<u>Per Meal Per Person</u>	<u>Cabin Attendant Per Flying Hour</u>
At Cost to Carrier	\$36.00

45. CHARGES FOR EXTRA AIR CREW

Upon request of charterer, carrier will furnish extra aircrew and will assess the following charges therefore:

<u>Type of Air Crew Member</u>	<u>Charge</u>
Co-Pilot	\$50.00 per hr. or subject to minimum of \$300.00 per day.
Flight Attendant	\$35.00 per hr. or subject to minimum of \$225.00 per day.

PART I: GENERAL RULES AND CHARGES**46. ADDITIONAL CHARGES FOR FUEL AND OIL**

- (1) When fuel and oil are cached in connection with the performance of a charter, charterer will be assessed the cost of establishing the cache, including the cost of returning empty containers.
- (2) When the aircraft of carrier is used for establishing such a cache the hours flown will be charged for as part of the charter.
- (3) Fuel and oil consumed in the performance of a charter (other than for Domestic ABC, ITC and CPC Charters) shall be charged to the Charterer in the amount by which the cost per litre to the carrier exceed the following prices:

(A) ALL EXCEPT BOEING 727-100 AIRCRAFT

	<u>ZONE</u>	<u>PRICE PER LITRE (DOLLARS)</u>	
		<u>Fuel</u>	<u>Oil</u>
Aviation	All	0.00	0.00
Turbine	All	0.00	0.00

(B) BOEING 727-100 AIRCRAFT ONLY

	<u>ZONE</u>	<u>PRICE PER LITRE (DOLLARS)</u>	
		<u>Fuel</u>	<u>Oil</u>
Turbine	All	0.00	0.00

47. CHARGES FOR STORAGE

- (1) Unless otherwise arranged between charterer and carrier, carrier will hold goods without charge for 24 hours after notification of arrival. Such 24-hour period will be computed from the first 8:00 a.m. after notification of arrival.
- (2) After the expiration of such free time, carrier, - if practicable – will continue to hold such goods as agent, for charterer and consignees, subject to a charge of \$2.00 per 100 kilograms per day or any fraction thereof or, if such continued holding is not practicable, carrier as such agent may place the goods in storage subject to a lien for all transportation, storage, delivery, warehousing and other charges, including handling charges of \$2.00 per 100 kilograms or any fraction thereof, subject to a minimum charge of \$10.00.

ISSUED DATE:

ISSUED BY

EFFECTIVE DATE

September 24, 2009

Chris L. Ferris
Vice President, Marketing & Sales

September 25, 2009

PART I: GENERAL RULES AND CHARGES

47. CHARGES FOR STORAGE (Continued)

- (3) When the goods are held by the carrier after notification of arrival its liability shall be reduced to that of a warehouseman, and when the goods are placed in storage, carrier's liability for the goods shall terminate.
- (4) Outbound goods delivered to carrier's premises which are not acceptable for carriage in the condition in which tendered, will be subject to storage charges provided for in this Rule from the time of notification to the charterer of unacceptability until such goods are made acceptable for carriage or removed.
- (5) Carrier had a lien for all sums due and payable on all goods, which are stored pursuant to this Rule.

48. CHARGES FOR SPECIAL SERVICES, EQUIPMENT AND PERSONNEL

- (1) Special services, equipment and personnel beyond those provided by carrier in the normal performance of Class 4 charter service may, with the prior concurrence of charterer, be provided by carrier and the cost thereof shall be borne by charterer.
- (2) When aircraft are required by charterer to be modified, other than to change undercarriage or to alter seating or cargo configuration, the costs of such modifications shall be borne by charterer. Detention charges or minimum charges, whichever applicable, will apply while the modifications are being made and while the aircraft is being restored to its original form.

49. CHARGES FOR GOODS CARRIED EXTERNALLY

When goods are carried externally, the charges will be as published in the Tables of Rates and Charges.

PART I: GENERAL RULES AND CHARGES

50. CHARGES FOR DETENTION ON NON-TERM CHARTERS

- (1) The detention charges published in the Tables of Rates and Charges will be assessed only when the aircraft is detained at the request of the charterer beyond the free time provided in the said Tables.
- (2) When daily detention charges are applicable for any day, any charges for flying on that day will be deducted there from.

51. INCIDENTAL TRAFFIC

- (1) Carrier will accept for carriage passengers, baggage and goods other than those of charterer for which no arrangement has been made prior to the commencement of any charter flight when charterer's use of the aircraft will not be adversely affected and when the deviation from the mileage flown pursuant to the charter does not exceed 15%; provided that when charterer's passengers are aboard the aircraft, the agreement of charterer is obtained.
- (2) Charges for the carriage of incidental traffic will be the sum of:
 - (a) The greater of
 - i. The charges computed by multiplying the actual number of miles the traffic has been carried by the rate per passenger per mile or per pound per mile (whichever the case may be) published in the Tables of Rates and Charges; or
 - ii. The minimum charge per passenger or per consignment for incidental traffic published in the Tables of Rates and Charges; and
 - (b) The charges for any services incidental to transportation performed for which provision is made in this tariff.
- (3) When any incidental traffic is carried the charterer will be entitled to a refund in an amount equivalent to 50% of the revenue from such incidental traffic computed in accordance with Paragraph (2)(a) of this rule.

PART I: GENERAL RULES AND CHARGES

52. USE OF AIRCRAFT BY PERSONS OTHER THAN TERM CHARTERER

When the charterer, during the term of the charter, permits carrier to charter the aircraft to other persons, the minimum charges applicable to the term charter shall be reduced by 50% of the revenue earned when flying for such other persons.

53. DISPOSITION OF FRACTIONS WHEN COMPUTING CHARGES

When computing charters,

- (a) Fractions of less than one-half mile will be dropped; fractions of one-half mile or more will be increased to the next higher whole mile.
- (b) Fractions of an hour will be increased to the next higher multiple of five minutes.
- (c) When computing a charge other than the total charter charge, fractions of less than one-half cent will be dropped; fractions one-half cent or more will be increased to the next higher whole cent.

PART II: SPECIFIC CHARGES FOR FIXED WING AIRCRAFT

60. APPLICATION OF RATES AND CHARGES

- (1) On non-term charters rates per mile will apply for all point-to-point flights where flight distances are measurable. Rates per hour will apply when carrier is providing air service for a charterer engaged in operations involving flights or parts thereof where flight distances are not measurable, or when requested by charterer and so certified by carrier.
- (2) On term charters, rates per hour will apply except that rates per mile will apply when requested by charterer to the extent that flight distances are measurable.
- (3) A carrier and charterer may agree to apply a charge of a rate per hour or per mile provided that the agreement occurs prior to the commencement of the flight; that the agreement in respect of the method of charging is reflected in the charter agreement; and that this agreement specifies an alternate method of charging which will take effect when the carrier can demonstrate, and the charterer concurs, that the initially agreed method has been rendered unfair or unreasonable because of unforeseen circumstances. In the absence of an agreement, the foregoing provisions of this Rule apply.

61. METHOD OF MEASURING DISTANCE

- (1) When distances between points are published in the Tables of Rates and Charges in this tariff, such distances will be used for all charters flown between such points instead of measuring distances as provided for in paragraphs (2) and (3) of this Rule.
- (2) When a flight must be flown over airways routes or routes prescribed by the Department of Transport, the distances will be measured in straight lines along such routes.
- (3) In all other cases distances will be measured in a straight line between the origin and destination points of the charter using standard eight miles to one inch aeronautical charts, National Topographic Series, as issued by the Department of Mines and Technical Surveys, Ottawa, Canada; Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited; IATA Mileage Manual, published by the International Air Transport Association; and/or any combination thereof.

ISSUED DATE:	ISSUED BY	EFFECTIVE DATE
September 24, 2009	Chris L. Ferris Vice President, Marketing & Sales	September 25, 2009

PART II: SPECIFIC CHARGES FOR FIXED WING AIRCRAFT

62. DETERMINATION OF FLIGHT TIME

- (1) When an entire flight is to be assessed at rates per hour, the hours and minutes for which a charge is made will be computed from the time the aircraft commences taxi-ing before take-off until it finishes taxi-ing after landing.
- (2) When only a portion of a flight is to be assessed at rates per hour, the hours and minutes flown will be computed from the time the aircraft deviates from a point on the measurable route until it returns to a point on the measurable route.

63. DETERMINATION OF TOTAL CHARTER MILES OR HOURS

The total charter miles or hours will be the sum of the following miles or hours computed in accordance with Rules 61 or 62:

- (1) The lesser of the miles or flight time, if any
 - (a) From carrier's base named herein at which the chartered aircraft is shown as available nearest to the place from which the work of the charter is to be performed to the place at which the work of the charter is to be performed; or
 - (b) From the place at which the chartered aircraft is actually located at the time of the charter to the place from which the work of the charter is to be performed; and
- (2) The miles or hours flown in performing the work of the charter; and
- (3) The lesser of the miles or flight time, if any
 - (a) to return the aircraft from the place at which the work of the charter terminated to carrier's base named herein nearest to the place at which the work of the charter commenced; or

PART II: SPECIFIC CHARGES FOR FIXED WING AIRCRAFT

63. DETERMINATION OF TOTAL CHARTER MILES OR HOURS (Continued)

3. (Continued)

- (b) The miles or flight time actually performed where the carrier elects.
 - i to position the aircraft at another base of carrier; or to position the aircraft at the place at which another charter is to commence; or
 - ii to position the aircraft at the place at which the aircraft is necessarily required for carrier's operational reasons.
 - iii When the chartered aircraft is on a term charter subject to rates per hour and the flight time for positioning and depositioning the aircraft is calculated from and to carrier's base under the provisions of paragraphs (a) and (c) above but the aircraft originates and terminates at a place other than carrier's base, the flight time between carrier's base and the point of origination and termination of the charter will be determined as follows: divide the mileage between carrier's base and point of origination or termination of the charter measured in accordance with Rule 61 by the block speed determined by dividing the rate per hour for non-term charters by the rate per mile for non-term charters published in the Tables of Rates and Charges.

64. CHARGES FOR LANDINGS ON NON-TERM CHARGES

- (1) The landing charges published in the Tables of Rates and Charges will be assessed when landings in addition to the free landings allowed in the said Tables are made pursuant to request by charterer.
- (2) Landing Charges will not apply,
 - (a) to landings made on flights to which the minimum charge per flight applies; and
 - (b) to the landing made upon positioning of the aircraft after completion of the charter.

PART II: SPECIFIC CHARGES FOR FIXED WING AIRCRAFT

65. CHARGES FOR TAXI-ING AIRCRAFT

“Intentionally omitted”

66. SPECIAL RATES FOR GUARANTEED VOLUME OF FLYING

- (1) Special rates per mile or per hour will apply when Charterer guarantees in writing prior to the commencement of the charter seventy-five hours or more flying per aircraft or the equivalent in miles determined in accordance with paragraph 5 of this rule, resulting in an average utilization of not less than three hours per day per aircraft.
- (2) The special rates per mile and per hour will be determined by deducting the following percentage reductions from the rates per mile and per hour published in the tables of rates and charges.

**GUARANTEED NUMBER OF FLYING HOURS
PER AIRCRAFT
FOR ATR42-300's, HS748's and DHC-6's ONLY**

	PERCENTAGE REDUCTION
100 hours and under 300 hours	0%
300 hours and under 400 hours	0%
400 hours and under 500 hours	0%
500 hours and under 600 hours	0%
600 hours and under 700 hours	0%
700 hours and under 800 hours	0%
800 hours and under 900 hours	0%
900 hours and under 1000 hours	0%
1000 hours and over	0%

- (3) When due to conditions for which carrier is responsible or to unserviceability of the aircraft, the volume of flying guaranteed cannot be flown, charges will be adjusted on the basis of the miles or hours actually flown at the special rate per mile or per hour applicable under the charter.
- (4) A guaranteed volume of flying expressed in miles will be converted into hours by multiplying the guaranteed miles by the normal rate per mile and dividing the product by the normal rate per hour.
- (5) The number of miles required to be guaranteed to obtain a particular special rate will be determined by multiplying the guaranteed hours by the special rate per hour and dividing the product by the special rate per mile.
- (6) Minimum charges per flight, per day or per month will not apply to charters, which are subject to special rates.

PART II: SPECIFIC CHARGES FOR FIXED WING AIRCRAFT

67. EXTENSIONS OF GUARANTEES

- (1) When, prior to its termination, a charter involving a guaranteed volume of flying is extended indefinitely, or to guarantee a volume of flying not greater than the volume originally guaranteed the special rates per mile or per hour which applied to the volume originally guaranteed will apply during the period of the extension so long as the required average daily utilization of not less than three hours flying per aircraft is guaranteed.
- (2) When, prior to its termination, a charter involving a guaranteed volume flying is extended to guarantee an additional volume of flying during the extension greater than the volume originally guaranteed the special rates per mile or per hour which apply to the period of the extension will be those applicable to that volume of flying guaranteed in the extension.
- (3) When a charter involving a guaranteed volume flying terminates without any extension thereof and no further guaranteed is given but charterer continues to use the aircraft special rates per mile or per hour will not apply.

68. CREDITS FOR FUEL AND OIL SUPPLIED BY CHARTERER

When fuel and oil are supplied to carrier by charterer, charterer will be credited with value of such supplies based on the value of the supplies in zone rates set out in Rule 46(3).

69. TOTAL CHARGES

Total charges will be,

- (1) The sum of the following charges when applicable:
 - (a) a charge for the miles and hours flown measured in accordance with Rules 61, 62 and 63 subject to the minimum charges provided in Rule 40;
 - (b) Charges for detentions determined in accordance with Rule 50;
 - (c) Charges for Landings on Non-Term Charters, determined in accordance with Rule 64;
 - (d) Charges for taxi-ing aircraft, determined in accordance with Rule 65;
 - (e) Additional charges for Fuel, determined in accordance with Rule 46;
 - (f) Charges for Loading and Unloading Aircraft, provided in Rule 42;
 - (g) Crews expenses, provided in Rule 43;
 - (h) Charges for Goods carried Externally, determined in accordance with Rule 49;
 - (i) Charges for In-Flight Meals and Cabin Attendant, determined in accordance with Rule 44;
 - (j) Charges for Extra Air Crew, determined in accordance with Rule 45;
 - (k) Charges for Storage determined in accordance with Rule 47;
 - (l) Charges for excess Valuation, determined in accordance with Rules 33(2) and 34(2);
 - (m) Charges for cancellation of Charters by Charterer, determined in accordance with Rule 8;
 - (n) Payment of Charges on behalf of Charterer, provided in Rule 9;
 - (o) Charges for Food for Live Animals, provided in Rule 21(3);

ISSUED DATE:	ISSUED BY	EFFECTIVE DATE
September 24, 2009	Chris L. Ferris Vice President, Marketing & Sales	September 25, 2009

- (p) Charges for Special Services, Equipment and Personnel provided in Rule 48; and
 - (q) Charges for Facilities and Services as required to be provided by Charterer, provided in Rule 10(2);
- (2) Less the following credits or refunds when applicable:
- (a) Credit for Fuel and Oil supplied by Charterer, determined in accordance with Rule 68; and
 - (b) Refund for Incidental Traffic Carried, determined in accordance with Rule 51(3)

PART II: SPECIFIC CHARGES FOR FIXED WING AIRCRAFT**TABLE 1: CARRIER'S BASES (See Definition Rule 1)**

<u>NAME OF BASE</u>	<u>AIRPORT SEAPLANE</u>	<u>AIRCRAFT AVAILABLE NAME, TYPE, MODEL</u>
Edmonton, Alberta	Airport	Boeing 737-200
Iqaluit, Nunavut	Airport	ATR72-300
Iqaluit, Nunavut	Airport	ATR42-300
Montreal, Quebec	Airport	Boeing 737-200
Ottawa, Ontario	Airport	Boeing 737-200
Ottawa, Ontario	Airport	Boeing 737-400
Ottawa, Ontario	Airport	Boeing 767-200
Winnipeg, Manitoba	Airport	Boeing 737-200
Yellowknife, N.W.T.	Airport	ATR42-300
Yellowknife, N.W.T.	Airport	Boeing 737-200
Yellowknife, N.W.T.	Airport	Hercules C-130
Yellowknife, N.W.T.	Airport	ATR72 – 300

ISSUED DATE:

ISSUED BY

EFFECTIVE DATE

July 15, 2013

Chris L. Ferris
Vice President, Marketing & Sales

August 1, 2011

PART II: SPECIFIC CHARGES FOR FIXED WING AIRCRAFT

**“RATES AND CHARGES PREVIOUSLY PUBLISHED ON THIS PAGE FOR
BOEING 727-200 AIRCRAFT
ARE HEREBY CANCELLED”**

ISSUED DATE:

ISSUED BY

EFFECTIVE DATE

May 31, 2011

Chris L. Ferris
Vice President, Marketing & Sales

June 1, 2011

PART II: SPECIFIC CHARGES FOR FIXED WING AIRCRAFT**TABLE 2: RATES & CHARGES FOR BOEING 737-200 AIRCRAFT****1. CHARGES FOR FLYING ON NON-TERM CHARTERS (SEE RULES 40 & 60)**

<u>Zone</u>	<u>Rate Per Mile</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Flight</u>
All	\$15.00	\$7,200.00	\$7,200.00

2. CHARGES FOR FLYING ON TERM CHARTERS (SEE RULES 40 & 60)

<u>Zone</u>	<u>Rate Per Mile</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Aircraft</u>	
			<u>Per Day</u>	<u>Per Month</u>
All	\$15.00	\$7,200.00	\$36,000.00	\$1,080,000.00

3. CHARGES FOR DETENTION OF AIRCRAFT (SEE RULE 50)

<u>Zone</u>	<u>Free Time</u>	<u>Charge Per Hour</u>	<u>Charge Per Day</u>
All	Equal to Flying Time	\$7,200.00	\$36,000.00

NUMBERS 4. AND 6. INTENTIONALLY OMITTED

5. CHARGES FOR LANDING ON NON-TERM CHARTERS (SEE RULE 64)

<u>Zone</u>	<u>Free Landings</u>	<u>Charge Per Landing</u>
All	One	\$550.00 (paved runways) \$700.00 (unpaved runways)

7. RATES & CHARGES FOR INCIDENTAL TRAFFIC (SEE RULE 51)

<u>Zone</u>	<u>Per Passenger Per Mile</u>	<u>Minimum Fare</u>	<u>Per Pound Per Mile</u>	<u>Minimum Charge</u>
All	\$0.15	\$63.06	\$0.0014	\$37.84

ISSUED DATE:

ISSUED BY

EFFECTIVE DATE

March 25, 2013

Chris L. Ferris
Vice President, Marketing & Sales

April 1, 2013

PART II: SPECIFIC CHARGES FOR FIXED WING AIRCRAFT**TABLE 2: RATES & CHARGES FOR BOEING 767-223 SF AIRCRAFT****1. CHARGES FOR FLYING ON NON-TERM CHARTERS (SEE RULES 40 & 60)**

<u>Zone</u>	<u>Rate Per Mile</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Flight</u>
All	\$17.89	\$9,571.74	\$9,571.74

2. CHARGES FOR FLYING ON TERM CHARTERS (SEE RULES 40 & 60)

<u>Zone</u>	<u>Rate Per Mile</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Aircraft</u>	
			<u>Per Day</u>	<u>Per Month</u>
All	\$17.89	\$9,571.74	\$47,858.69	\$1,435,760.78

3. CHARGES FOR DETENTION OF AIRCRAFT (SEE RULE 50)

<u>Zone</u>	<u>Free Time</u>	<u>Charge Per Hour</u>	<u>Charge Per Day</u>
All	Equal to Flying Time	\$4,785.87	\$23,929.35

NUMBERS 4. AND 6. INTENTIONALLY OMITTED

5. CHARGES FOR LANDING ON NON-TERM CHARTERS (SEE RULE 64)

<u>Zone</u>	<u>Free Landings</u>	<u>Charge Per Landing</u>
All	One	\$641.84

7. RATES & CHARGES FOR INCIDENTAL TRAFFIC (SEE RULE 51)

<u>Zone</u>	<u>Per Passenger Per Mile</u>	<u>Minimum Fare</u>	<u>Per Pound Per Mile</u>	<u>Minimum Charge</u>
All	\$0.20	\$80.08	\$0.1670	\$47.99

ISSUED DATE:

ISSUED BY

EFFECTIVE DATE

May 31, 2011

Chris L. Ferris
Vice President, Marketing & Sales

June 1, 2011

PART II: SPECIFIC CHARGES FOR FIXED WING AIRCRAFT**TABLE 2: RATES & CHARGES FOR HERCULES L-382G WHEELS AIRCRAFT****1. CHARGES FOR FLYING ON NON-TERM CHARTERS (SEE RULES 40 & 60)**

<u>Zone</u>	<u>Sector</u>	<u>Rate Per Mile</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Flight</u>
ALL	ALL	\$75.00	\$24,150.00	\$19,320.00

2. CHARGES FOR FLYING ON TERM CHARTERS (SEE RULES 40 & 60)

<u>Zone</u>	<u>Rate Per Mile</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Aircraft</u>	
			<u>Per Day</u>	<u>Per Month</u>
All	N/A	N/A	N/A	N/A

3. CHARGES FOR DETENTION OF AIRCRAFT (SEE RULE 50)

<u>Zone</u>	<u>Free Time</u>	<u>Charge Per Hour</u>	<u>Charge Per Day</u>
All	One Hour Per Leg	\$24,150.00	N/A

NUMBERS 4. AND 6. INTENTIONALLY OMITTED

5. CHARGES FOR LANDING ON NON-TERM CHARTERS (SEE RULE 64)

<u>Zone</u>	<u>Free Landings</u>	<u>Charge Per Landing</u>
All	One	\$500.73 (paved runways) \$1622.25 (unpaved runways)

7. RATES & CHARGES FOR INCIDENTAL TRAFFIC (SEE RULE 51)

<u>Zone</u>	<u>Per Passenger Per Mile</u>	<u>Minimum Fare</u>	<u>Per Pound Per Mile</u>	<u>Minimum Charge</u>
All	N/A	N/A	0.0022	\$715.95

ISSUED DATE:

ISSUED BY

EFFECTIVE DATE

January 31, 2012

Chris L. Ferris
Vice President, Marketing & Sales

February 1, 2012

PART II: SPECIFIC CHARGES FOR FIXED WING AIRCRAFT**TABLE 2: RATES & CHARGES FOR ATR42-300 AIRCRAFT****1. CHARGES FOR FLYING ON NON-TERM CHARTERS (SEE RULES 40 & 60)**

<u>Zone</u>	<u>Sector</u>	<u>Rate Per Mile</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Flight</u>
ALL	ALL	\$14.16	\$4,035.60	\$2,017.80

2. CHARGES FOR FLYING ON TERM CHARTERS (SEE RULES 40 & 60)

<u>Zone</u>	<u>Sector</u>	<u>Rate Per Mile</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Aircraft Per Day</u>	<u>Per Month</u>
ALL	ALL	\$14.16	\$4,035.60	\$20,178.00	\$605,340.00

3. CHARGES FOR DETENTION OF AIRCRAFT (SEE RULE 50)

<u>Zone</u>	<u>Free Time</u>	<u>Charge Per Hour</u>	<u>Charge Per Day</u>
ALL	One Hour	\$1,681.50	\$20,178.00

NUMBERS 4. AND 6. INTENTIONALLY OMITTED

5. CHARGES FOR LANDING ON NON-TERM CHARTERS (SEE RULE 64)

<u>Zone</u>	<u>Free Landings</u>	<u>Off Strip Landing Fee</u>
All	All except as noted	\$424.88

NOTE: All landings are free except that the charge published above shall be made for each landing at commercial airports other than government owned or operated.

7. RATES & CHARGES FOR INCIDENTAL TRAFFIC (SEE RULE 51)

<u>Zone</u>	<u>Per Passenger Per Mile</u>	<u>Minimum Fare</u>	<u>Per Pound Per Mile</u>	<u>Minimum Charge</u>
ALL	\$0.38	\$90.07	\$0.0014	\$90.07

ISSUED DATE:

ISSUED BY

EFFECTIVE DATE

May 31, 2011

Chris L. Ferris
Vice President, Marketing & Sales

June 1, 2011

PART II: SPECIFIC CHARGES FOR FIXED WING AIRCRAFT**TABLE 2: RATES & CHARGES FOR BOEING 737-400 AIRCRAFT****1. CHARGES FOR FLYING ON NON-TERM CHARTERS (SEE RULES 40 & 60)**

<u>Zone</u>	<u>Rate Per Mile</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Flight</u>
All	\$15.00	\$7,200.00	\$7,200.00

2. CHARGES FOR FLYING ON TERM CHARTERS (SEE RULES 40 & 60)

<u>Zone</u>	<u>Rate Per Mile</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Aircraft</u>	
			<u>Per Day</u>	<u>Per Month</u>
All	\$15.00	\$7,200.00	\$36,000.00	\$1,080,000.00

3. CHARGES FOR DETENTION OF AIRCRAFT (SEE RULE 50)

<u>Zone</u>	<u>Free Time</u>	<u>Charge Per Hour</u>	<u>Charge Per Day</u>
All	Equal to Flying Time	\$7,200.00	\$36,000.00

NUMBERS 4. AND 6. INTENTIONALLY OMITTED

5. CHARGES FOR LANDING ON NON-TERM CHARTERS (SEE RULE 64)

<u>Zone</u>	<u>Free Landings</u>	<u>Charge Per Landing</u>
All	One	\$550.00 (paved runways) \$700.00 (unpaved runways)

7. RATES & CHARGES FOR INCIDENTAL TRAFFIC (SEE RULE 51)

<u>Zone</u>	<u>Per Passenger</u>	<u>Minimum Fare</u>	<u>Per Pound</u>	<u>Minimum Charge</u>
	<u>Per Mile</u>		<u>Per Mile</u>	
All	\$0.15	\$63.06	\$0.0014	\$37.84

ISSUED DATE:

ISSUED BY

EFFECTIVE DATE

July 15, 2013

Chris L. Ferris
Vice President, Marketing & Sales

August 1, 2013

PART II: SPECIFIC CHARGES FOR FIXED WING AIRCRAFT**TABLE 2: RATES & CHARGES FOR ATR72-300 AIRCRAFT****1. CHARGES FOR FLYING ON NON-TERM CHARTERS (SEE RULES 40 & 60)**

<u>Zone</u>	<u>Sector</u>	<u>Rate Per Mile</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Flight</u>
ALL	ALL	\$16.99	\$5,012.05	\$2,506.03

2. CHARGES FOR FLYING ON TERM CHARTERS (SEE RULES 40 & 60)

<u>Zone</u>	<u>Sector</u>	<u>Rate Per Mile</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Aircraft Per Day</u>	<u>Per Month</u>
ALL	ALL	\$16.99	\$5,012.05	\$25,060.25	\$751,807.50

3. CHARGES FOR DETENTION OF AIRCRAFT (SEE RULE 50)

<u>Zone</u>	<u>Free Time</u>	<u>Charge Per Hour</u>	<u>Charge Per Day</u>
ALL	One Hour	\$2,088.35	\$25,060.25

NUMBERS 4. AND 6. INTENTIONALLY OMITTED

5. CHARGES FOR LANDING ON NON-TERM CHARTERS (SEE RULE 64)

<u>Zone</u>	<u>Free Landings</u>	<u>Off Strip Landing Fee</u>
All	All except as noted	\$509.86

NOTE: All landings are free except that the charge published above shall be made for each landing at commercial airports other than government owned or operated.

7. RATES & CHARGES FOR INCIDENTAL TRAFFIC (SEE RULE 51)

<u>Zone</u>	<u>Per Passenger Per Mile</u>	<u>Minimum Fare</u>	<u>Per Pound Per Mile</u>	<u>Minimum Charge</u>
ALL	\$0.46	\$108.08	\$0.0014	\$108.08

ISSUED DATE:

ISSUED BY

EFFECTIVE DATE

May 31, 2011

Chris L. Ferris
Vice President, Marketing & Sales

June 1, 2011