LOCAL INTERNATIONAL CHARTER TARIFF

CONTAINING

RULES, RATES AND CHARGES APPLICABLE

TO THE CHARTER OF AIRCRAFT

FOR THE

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN

POINTS IN CANADA ON THE ONE HAND

AND

POINTS OUTSIDE CANADA ON THE OTHER HAND

CHECK SHEET

Original and revised pages as named below contain all changes from the original tariff effective as of the date shown thereon:

Page Number	Number of Revision	Page Number	Number of Revision
Title	Original	12	Original
1	1st	13	"
2	Original	14	"
3	"	15	"
4	"	16	1st
5	"	17	Original
6	"	18	1st
7	"		
8	1st		
9	1st		
10	Original		
11	"		

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

TABLE OF CONTENTS	Rule No.	Page No.
Acceptance of Baggage or Goods	7	12
Application of Tariff	2	5
Cancellation Charges	14	17
Charter and Ferry Mileage Determination	4	6
Check Sheet	-	1
Computation of Charges	5	7
Conditions of Carriage	6	8
Acceptance of children		12
Capacity limitations		12
Exemption from liability		11
Medical clearance		8
Refusal to transport		11
Schedules/delays		12
Space and weight limitations		8
Transportation of a person with a disability		8
Currency	3	6
Definitions	1	4
Denied Boarding Compensation	17	17
Excess Valuation Charges	10	14
Explanation of Abbreviations, Reference Marks and Symbols	-	3
Limitation of Liability – Baggage and Goods	10	14
Limitation of Liability – Passengers	9	13
Limitation of Liability – Service Animals	11	16
Passenger Re-Routing	16	17
Payment Requirements	13	16
Refunds	8	13
Substitution of Aircraft	12	16
Tickets	15	17

TABLE OF CHARGES			
TABLE A	Rates and Charges for Entity Charters	-	18
TABLE B	Layover Charges	-	18
TABLE C	Landing Charges	-	18

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

CTA(A) .....Canadian Transportation Agency

IATA .....International Air Transport Association

No. .....Number

$ .....Canadian Dollar(s)

(R) .....Denotes reductions

(A) .....Denotes increases

(C) .....Denotes changes which result in neither increases or reductions

(X).....Denotes cancellation

(N) .....Denotes addition

CAD .....Canadian

RULE 1. DEFINITIONS

"Baggage" means luggage or such articles, effects or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the charter flight.

"Canada" means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

"Carrier" means *1000862630 Ontario Inc., O/A NectAir*.

"Charter Flight" means the movement of an aircraft transporting the charterer's passengers, baggage or goods from the point of take off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

"Charterer" means a person, firm, corporation, association, partnership, company or other legal entity who agrees to hire the complete capacity of one or more aircraft of the carrier for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agreed upon in advance.

"Complete Capacity" means the whole of the traffic payload carrying capacity of an aircraft having regard to the charter flight to be performed.

"Destination" means the point to which the passengers or goods to be transported on a charter flight are bound.

"Entity Charter" means a charter in which

(a) the cost of transportation of passengers or goods is paid by one person, company or organization without any contribution, direct or indirect, from any other person, and

(b) no charge or other financial obligation is imposed on any passenger as a condition of carriage or otherwise in connection with the trip.

"Ferry Flight" means the movement of an aircraft without the charterer's passengers or goods in order to position the aircraft to perform a charter flight or upon completion of a charter flight to position the aircraft to a point required by the carrier.

\"Goods" means anything that can be transported by air including animals but does not include mail other than in plane load lots.

"Montreal Convention" means the *Convention for the Unification of Certain Rules Relating to International Carriage by Air,* signed at Montreal, May 28, 1999.

"Origin" means the point from which a charter flight commences with the passengers or goods to be transported.

"Passenger" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a charter agreement.

"SDR" means Special Drawing Rights issued by the International Monetary Fund.

"Traffic" means any passengers, goods or mail that are transported by air.

"United States of America" means the states of the United States of America and its territories and possessions.

"Canada" means all provinces and territories of Canada, including its lands, internal waters, and airspace.

"Warsaw Convention" means the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Warsaw, October 12, 1929, as amended, but not including the Montreal Convention as defined above.

RULE 2. APPLICATION OF TARIFF

(a) This tariff is applicable to the transportation of passengers and their baggage or goods in charter service on aircraft operated by the carrier.

(b) Charter service will be furnished under the terms of this tariff only after an appropriate written charter agreement, in the form prescribed by the carrier, is executed by the charterer and the carrier.

(c) Charter transportation originating in Canada shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date of each page, on the date of signing of the charter agreement.

(d) The contents of this tariff form part of the charter contract between the carrier and the charterer 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).

RULE 3. CURRENCY

Rates and charges are published in the lawful currency of Canada. Where payment for Canadian originating charters is made in any currency other than Canadian, the resulting charges shall be the equivalent of the Canadian dollar amounts published in this tariff based on the local banker's rate of exchange as calculated on the date of signing the charter agreement.

RULE 4. CHARTER AND FERRY MILEAGE DETERMINATION

For the purpose of computing rates and charges herein, the mileage to be used, including both live and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the agreed flight or flights, as calculated in the Foreflight EFB flight planning software.

RULE 5. COMPUTATION OF CHARGES

The total charter price payable by the charterer for the use of an aircraft shall be the sum of the following:

a) An amount determined by multiplying the distance of the charter flight(s) determined in accordance with Rule 4 herein, times the applicable charter rate per mile shown in Table of Charges, or, where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable charter rate per hour shown in the Table of Charges, provided that the charge per charter flight shall not be lower than the minimum charge per charter flight shown in the Table of Charges.

b) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein times the applicable ferry rate per mile shown in the Table of Charges, or where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable ferry rate per hour shown in the Table of Charges, provided that the charge per ferry flight shall not be lower than the minimum charge per ferry flight shown in the Table of Charges.

c) Fuel and/or oil consumed in the performance of a charter shall be charged to the charterer in the amount by which the cost per litre to the carrier in Canadian currency exceeds $1.00.

d) Layover charges, if any, as set forth in the Table of Charges will be assessed by the carrier for holding the chartered aircraft at the request of the charterer at any point on the charter route in excess of the free waiting time.

e) Taxiing charges, if any, for the time required to transport passenger and baggage or goods of a charterer by taxiing from point to point on the surface calculated by multiplying the time required by the charter rate per hour shown in the Table of Charges.

(f) Valuation charges, if any, in accordance with Rule 10.

(g) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for crew whenever the nature of the charter requires said crew to live away from the place at which they are normally based are shown in the Table B – Layover charges .

(h) The actual cost of all passenger and/or goods handling charges incurred by the carrier at airports other than the carrier's base.

(i) The actual cost of any special or accessorial services performed or provided at the request of the charterer.

RULE 6. CONDITIONS OF CARRIAGE

(a) Space and weight limitations
Passengers and baggage or goods will be carried within space and weight limitations of each aircraft.

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

(c) Transportation of a person with a disability
The carrier will make its best effort to accommodate passengers with disabilities including their attendants, service animals or other mobility aids on the flight; however, certain mobility aids, may not be able to be accommodated due to limitations of the aircraft.

(i) Definitions
"Ambulatory" means a person who is able to move about within an aircraft unassisted.
"Non-Ambulatory" means a person who is not able to move about within the aircraft unassisted.
"Non-self-reliant" means a person who is not self-reliant.
"Self-reliant" – Except for needs and assistance related to safety, "self-reliant" means a person who is independent, self-sufficient and capable of taking care of all personal needs during flight, and does not require assistance of a personal nature, such as assistance with eating, using the washroom facilities or administering medication, or assistance from the carrier beyond the range of services that are normally offered by the carrier.
"Service animal" means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution and which is properly harnessed in accordance with standards established by a professional service animal institution.

(ii) Conditions of Carriage

(A) Acceptance of declaration of self-reliance
Except for safety-related matters governed by Transport Canada, the carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that he or she is self-reliant, the carrier shall not refuse such passenger transportation on the basis that there is a lack of a personal attendant or based on the assumption that the passenger may require additional attention from

airline employees to assist with the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier.

(B) Acceptance of a person with a disability
The carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In the event of a refusal, the carrier will offer to provide a written explanation to the person for the decision to refuse carriage within 10 calendar days of the refusal.

(C) Non-self-reliant
The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his/her mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her en route and, with the care of such an attendant, he/she will not require attention or assistance from employees of the carrier beyond the services normally provided by the carrier. - See Rule (6) (c) (ix) Guidelines on Services to be Provided to Persons with Disabilities.

(iv) Reservations should be made at least 72 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 a reasonable effort to accommodate passengers who fail to make reservations 72 hours in advance.

(v) In addition to the regular baggage allowance, the carrier will accept the following items as priority checked baggage without charge:
1. a walker, a cane, crutches or braces;
2. any device that assists the person to communicate better; and
3. any prosthesis or medical device
4. Accommodation for wheelchairs, including electric wheelchairs, is subject to the operational capabilities and limitations of the aircraft as well as the accessibility infrastructure and handling procedures available at the airports under consideration. Each request will be reviewed on a case-by-case basis to ensure safe loading, transport, and handling.

(vii) The carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed and certified as having been trained by a professional service animal institution, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat.

(viii) If a mobility aid is damaged or lost, the carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be

repaired, the carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

(ix) Guidelines on Services to be Provided to Persons with Disabilities

The carrier will ensure that services are provided to persons with disabilities when a request for such services is made at least 72 hours prior to departure and will make reasonable efforts to accommodate requests not made within this time limit. Assistance to be provided upon request will include:

a) assistance at check-in;
b) assistance to reach the boarding area;
c) assistance to board and deplane;
d) assistance with baggage;
e) assistance to transfer to/from a mobility aid;
f) assistance to transfer to/from a passenger seat;
g) inquiring, from time to time after check-in, about the needs of a person who is not independently mobile
h) assistance to proceed to the general public area or to a representative of another carrier;
i) any additional service to accommodate a person's disability – related needs

Acceptance of Mobility Aids

The carrier will permit the person who uses a manually operated wheelchair to remain in the wheelchair:

(1) until the person reaches the boarding gate;
(2) where facilities permit, while the person is moving between the terminal and the door of the aircraft;

Boarding and Deplaning

The carrier will ensure that services are provided to persons with disabilities when a request for such services is made at least 72 hours prior to departure and will make reasonable efforts to accommodate requests not made within this time limit.

Persons with disabilities needing assistance can request assistance for both boarding and deplaning. If requested, the carrier and airport authorities will assist persons with disabilities with outbound/inbound governmental clearance.

Communication of Information

The carrier will ensure that instructions relating to special handling requests from persons with disabilities are passed on to the cabin crew along with other special instructions. A list of the services that the operator had undertaken to provide at the time of reservation will also be transmitted to the personnel assisting such persons.

Announcements to passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made both visually and verbally to persons with disabilities who request such a service.

Seating Assignment

When a person identifies the nature of his or her disability, the carrier will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment.

Confirmation

Whenever possible, the carrier will indicate in the record of a person's reservation any services that it will provide to that person.

(d) Refusal to transport*

The carrier will refuse passage to any person when:

(i) Such action is necessary for reasons of safety;

(ii) Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown from, to, or over.

(e) Exemption from liability

Subject to the limits of liability contained in this tariff the carrier will be exempted from liability due to any failure to perform any of its obligations under the carrier's charter agreement arising from:

(i) Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the Charter agreement, and;

(ii) "Force Majeure", or any other causes not attributable to the willful 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.

(f) Capacity limitations

The charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized.

(g) Schedules/delays

The carrier shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in charter contracts, or elsewhere are not guaranteed and form no part of the charter contract. Flight times are subject to change without notice.

(h) Acceptance of children

(i) Children under 12 years of age are accepted for transportation when accompanied on the same flight by a passenger at least 18 years of age.

(ii) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

RULE 7. ACCEPTANCE OF BAGGAGE OR GOODS

(a) All baggage or goods presented for transportation is/are subject to inspection by the carrier.

(b) 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.

(c) 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:

(i) 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.

(i) Explosives, munitions, corrosives and articles which easily ignite.

(ii) Pets, dogs, cats, and birds, when properly crated in leakproof containers and accompanied by valid health certificates or other documents where these are required.

(iii) Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.

RULE 8. REFUNDS

(a) Application for refund shall be made to the carrier or its duly authorized Agent.

(b) If a portion of the agreed transportation has been completed, refund will be the difference between the rates and charges paid and the rates and charges applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.

RULE 9. LIMITATION OF LIABILITY – PASSENGERS

For travel governed by the Montreal Convention
The liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

For travel governed by the Warsaw Convention
Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention. The carrier agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost.

For travel governed by either the Montreal Convention or the Warsaw Convention
The carrier is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.
Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

RULE 10. LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS AND EXCESS VALUATION CHARGES

For travel governed by the Montreal Convention
The liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.
NOTE: Notwithstanding the normal carrier liability, as contained in this Rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

For travel governed by the Warsaw Convention
Carrier liability for the loss of, damage to or delay in the delivery of any personal property, including baggage which are carried as checked baggage and goods, is limited to the sum of 250 francs per kilogram, unless the passenger or charterer, at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional charge in accordance with the provisions of this Rule.

In the case of loss, damage or delay of part of property carried as checked baggage, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same baggage check, the total weight of the property covered by the baggage check shall also be taken into consideration in determining the limit of liability.

The monetary unit referred to in this Rule shall be deemed to refer to the gold franc referred to in the *Carriage by Air Act*, R.S., c. C-26. For the purpose of settlement of

claims and in the event of an action against the carrier, any sum in francs shall be converted into Canadian dollars by:

(a) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and

(b) converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.

The rate of exchange for converting Special Drawing Rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the carrier is ascertained by a court or, in the event a settlement is agreed between carrier and claimant, on the date settlement is agreed.

For travel governed by either the Montreal Convention or the Warsaw Convention

If the passenger or charterer does elect to declare a higher value an additional charge shall be payable and the carrier's liability will not exceed the higher value declared. The additional charge shall be calculated as follows:

(a) The amount of the carrier's liability calculated in accordance with the parts of this Rule set out above shall be referred to as "basic carrier liability";

(b) No charge shall be payable on that part of the declared value which does not exceed basic carrier liability;

(c) For that part of the declared value which does exceed basic carrier liability, a charge shall be payable at the rate of CAD $10 for each CAD $100.00 or fraction thereof.

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.

In the case of damage or partial loss, the person entitled to delivery must complain to the carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within twenty-one days from the date the baggage should have been delivered. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing

and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the carrier.

RULE 11. LIMITATION OF LIABILITY – SERVICE ANIMALS

Should injury to or death of a service animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, for medical care, or replacement of the animal.

RULE 12. SUBSTITUTION OF AIRCRAFT

(a) When, due to causes beyond the control of the 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 the charterer, substitute any other type at the rates and charges applicable to the aircraft originally chartered except as provided in paragraphs (b) and (c).

(b) When the substituted aircraft is capable of 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.

(c) 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.

RULE 13. PAYMENT REQUIREMENTS

(a) 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.

(b) Payment terms as follows:
   a. To reserve the charter plane, 50% must be paid on reservation
   b. Full payment 72 hours before scheduled departure

RULE 14. CANCELLATION CHARGES

Charter flight(s) cancelled shall be subject to a cancellation payment of 50% of the quoted charter price any time after confirmation of the flight and 75% of the quoted charter price if cancelled within 48 hours prior to the departure time agreed upon in the proposed itinerary. Payments for a cancelled flight shall accord with rule 13.

RULE 15. TICKETS

The carrier does not issue tickets. Subject to the contract between the carrier and the charterer, prior to the flight, the charterer will provide a list of all the passengers' names to the carrier.

RULE 16. PASSENGER RE-ROUTING

The carrier is not liable to any passenger when he/she misses his/her flight. In these instances, no other flight alternative is offered by the carrier to the passenger.

RULE 17. DENIED BOARDING COMPENSATION

The carrier does not overbook flights; therefore, no denied boarding compensation is offered to the passenger.

TABLE OF CHARGES

Table A

RATES AND CHARGES FOR ENTITY CHARTERS
(in Canadian Currency)

Aircraft Type	Rate per Hour		Minimum Charge per Flight	
	Charter	Ferry	Charter	Ferry
M600/700	$3500	$3500	$3500	$3500
PC-12 NG	$4500	$4500	$4500	$4500

Table B

LAYOVER CHARGES
(in Canadian Currency)

Aircraft Type	Free Waiting Time	Rate per Hour	Maximum Charge per Day or Fraction Thereof
M600/700	1 hour	$700	$4000
PC-12 NG	1 hour	$1000	$5000

Table C

LANDING CHARGES
(in Canadian Currency)

Aircraft Type	Charge per landing
M600/700	$1000
PC-12 NG	$1500