

**LOCAL DOMESTIC TARIFF**

RULES, RATES AND CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN POINTS IN CANADA

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*For explanation of abbreviations, reference marks and symbols used but not explained hereon, please see page 4*

### List of Effective Pages

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

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**EXPLANATION OF ABBREVIATIONS,  
REFERENCE MARKS AND SYMBOLS**

CTA .....	Canadian Transportation Agency
Cont'd .....	Continued
No/#.....	Number
\$.....	Dollar(s)
(R) (-) .....	Denotes reductions
(A)(+) .....	Denotes increase
(C) .....	Denotes change which results in neither increases or reductions
(X).....	Denotes cancellation
(N).....	Denotes addition
CAN.....	Canadian
N/A.....	Not Applicable

## **RULE 1. DEFINITIONS**

**“APU”** means a relatively small internal turbine engine used to provide compressed air for the start of the main engines, as well as AC electrical services on the ground or in the air.

**"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 flight.

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

**"Carrier"** means Swanberg Air Inc.

**“Charter Flight”** means the movement of an aircraft transporting charterer’s passengers, baggage or goods from the point of take-off to the point of landing thereafter (intermediate technical or fuel stops excepted)

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

**"Charterer"** means a person, firm, corporation, association, partnership, or other legal entity who contracts 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.

**"Destination"** means the point to which the passengers or goods to be transported on a 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 payload to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the carrier.

**“Montreal Convention”** means the *Convention for the Unification of Certain Rules for International Carriage by Air*, signed at Montreal, May 28, 1999

**"Goods"** means anything that can be transported by air including animals.

**"Live Flight"** means the movement of an aircraft with payload from the point of take-off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

**"Origin"** means the point from which a flight commences with payload to be transported.

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**"Passenger"** means a person, other than a member of the air crew who uses the air carrier's domestic service by boarding the air carrier's aircraft pursuant to a valid contract.

**"SDR"** means special drawing rights issued by the International Monetary Fund.

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

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

**"Warsaw Convention"** means the convention of 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 using aircraft operated by Swanberg Air.
- b) An air service will be furnished under the terms of this tariff only after an appropriate written air transportation contract, in the form prescribed by Swanberg Air, is executed by the charterer and the carrier.
- c) Air transportation shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date on each page, on the date of signing of the air transportation contract.
- d) The contents of this tariff shall form part of the air transportation contract between the carrier and the charterer and in the event of any conflict between this tariff and the contract this tariff shall prevail.

## **RULE 3. CURRENCY**

Rates and charges are published in the lawful currency of Canada. Where payment is made in any currency other than Canadian, such payment shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of local banker's rates of exchange as calculated on the date of signing the air transportation contract.

## **RULE 4. 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 to flight or flights, using the following sources in the order listed below:

- a) Manual Calculation, using navigational charts or computer programs to calculate airport to airport great circle mileage;
- b) IATA Mileage Manual, published by the International Air Transport Association.
- c) And/or combination of thereof.

*(Above mileage sources are provided as samples only; any source of your choice is acceptable.)*

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## **RULE 5. COMPUTATION OF CHARGES**

The total price payable by the party contracting for the use of an aircraft shall be 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 air transportation rate per mile, shown in Table of Charges, or, where distances cannot be measured, the rate per hour or fraction thereof of the flight(s), times the applicable rate per hour shown in the Table of Charges", provided that the charge for the flight shall not be lower than the minimum charge per 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) Point to Point Rates as published in Table "B" plus any applicable charges as per Tables C through H
- d) Layover/hold 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) Fuel and/or oil consumed in the performance of a contract shall be charged in the amount by which the cost per gallon/litre to the carrier in Canadian currency exceeds \$0.85 per litre.
- f) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed:
  - (1) Loading/unloading of the aircraft, if applicable.
  - (2) Charges for goods carried outside the aircraft.
  - (3) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for the air crew whenever the nature of the service to be provided requires said air crew to live away from the place at which it is normally based.
  - (4) Charges for storage.

- (5) The actual cost of all passenger and/or goods handling charges incurred by the carrier at an airport other than the carrier's base.
- (6) The actual cost of any special or accessorial services performed or provided at request of the charterer.
  
- g) Layover charges, if any, as set forth in Table "C", will be assessed by the carrier for holding the aircraft on request at any point on the route in excess of the free waiting time.
- h) Landing charges as per Table E.
- i) Terminal Fees as per Table F
- j) Security Fees as per Table G
- k) Nav Canada Fees as per Table H
- l) Taxiing charges, if any, for the time required transporting passengers and baggage or goods by taxiing from point to point on the surface calculated by multiplying the time required by the rates and charges per hour shown in Table "A"
- m) Valuation charges, if any, in accordance with Rule 10.

#### **RULE 6. FUEL SURCHARGE**

Fuel surcharge will be calculated on all flights, for every type of aircraft, where the return mileage exceeds the fuel requirements as specified in Swanberg Air Inc. Operations Manuel 4.1, CARS 602.88 and 703.20.

Where it is necessary to refuel at the charter destination or an enroute destination, an 8% fuel surcharge is charged in the Northwest Territories, Yukon, British Columbia, Alaska and other domestic and International destinations (including US) outside of Alberta and Saskatchewan.

#### **RULE 7. CONDITIONS OF CARRIAGE**

- a) Passengers and baggage or goods will be carried within space and weight limitations of the aircraft.
- b) Transportation of a person with a disability. Swanberg Air Inc. will make its best effort to accommodate passengers with disabilities including their service animals or other mobility aids on the same flight; however, certain mobility aids, for example rigid frame wheelchairs or electric wheelchairs, may not be able to be accommodated due to space and/or design limitations of the aircraft.
- c) Swanberg Air Inc. 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.
- d) 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 fulfillment of the flight 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 a Government or public body, on what ever grounds, to grant the carrier any clearance, license, right or other permission necessary for the performance of the carrier's operation 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 fulfill its obligations including the provision of alternate means of transport.
- e) The charter will be charged for the complete capacity of the aircraft, regardless of the space to be utilized, provided that any space not utilized by the charterer may, with written concurrence of the charterer and the approval of the CTA (A) be used by the carrier for the transportation of the carrier's own personnel or cargo or for employees of another air carrier traveling pursuant to a pass interchange agreement.
- f) The carrier shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in charter contracts, passenger tickets or elsewhere are not guaranteed and form no part of the charter contract. Flight times are subject to change without notice.
- g) Acceptance of children
- (i) 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.
- (ii) Ages 8 to 11 inclusive will be carried unaccompanied on flights providing: the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his age on the date of commencement of carriage; the child possesses written information showing the name and address of the responsible adult meeting the child at destination; and prior to releasing custody of an unaccompanied child, the agent will

obtain positive identification of the responsible party meeting the child and the signature of the said party.

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

## **RULE 8. 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 any applicable Canadian laws, regulations, or orders.
- c) If the weight, size or character of baggage or goods renders such baggage or goods unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry such 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 the passenger possesses the required permit/license and, provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to Peace Officers' prescribed side arms or other similar weapons.
  - (ii)Explosives, munitions, corrosives and articles which easily ignite.
  - (iii)Pets including, dogs, cats and birds, when properly crated in leak proof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the airplane.
  - (iv)Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.

## **RULE 9. REFUNDS/CREDITS**

- a) Application for refund shall be made to the carrier or its duly authorized Agent.
- b) If none of the agreed transportation has been completed, a credit will be issued equal to the amount paid for the agreed transportation.
- c) If a portion of the agreed transportation has been completed, refund will be the difference between the fare, rate or charge paid and the fare, rate or charge applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.
- d) Any credits issued will remain on file for maximum of 12 months. Such credits can be used at anytime for new transportation, subject to applicable fee. (See Rule 14)

## **RULE 10. LIMITATION OF LIABILITY - PASSENGERS**

- a) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of 1 million dollars.
- b) In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- c) The carrier is not liable
  - (i) In the case of any passenger whose age or mental or physical condition, including pregnancy, is such as to involve an unusual risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
  - (ii) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

## **RULE 10A. LIABILITY OF CARRIER RESPECTING GOODS**

- a) Subject to subsection (2) the liability of the carrier in respect of loss of, or damage to, goods, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$5.00 per pound.
- b) Liability of the carrier is limited to the declared value of goods except when the passenger

(i) has declared a value of the goods in an amount exceeding (*the amount appearing in paragraph (a) of this Rule*), and

(ii) has paid an additional charge of \$2.00 per \$100.00 or fraction thereof for the excess amount.

#### **RULE 11. LIMITATION OF CARRIER RESPECTING BAGGAGE**

(a) Subject to subsection (b), the liability of the carrier in respect of loss, or damage to, baggage, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$500.00 per passenger.

(b) The liability of the carrier is limited to the declared value of baggage except when the passenger

(i) has declared the value of the baggage to be an amount exceeding (*the amount appearing in paragraph (a) of this Rule*) per passenger for any one or more passengers; and

(ii) has paid an additional charge of \$2.00 per \$100.00 or fraction thereof for the excess amount.

(c) No action shall be maintained for any loss, or partial loss of or damage to baggage or for any delay in the carriage thereof unless notice of a claim is presented in writing to the head office of the carrier within 30 days from the date the baggage should have been delivered.

(d) In no cases shall the carrier's liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.

## **RULE 12. SUBSTITUTION OF AIRCRAFT\***

- (a) When, due to causes beyond the control of the carrier, the aircraft contracted for is unavailable at the time the air transportation commences or becomes unavailable while carrying out such transportation the carrier may furnish another aircraft of the same type or, with the consent of the party contracting for the use of the aircraft, substitute any other type of aircraft if the rates and charges for the new aircraft are the same as for the original aircraft, except as provided in paragraphs (b) and (c).
- (b) When the substituted aircraft is capable of a larger payload than the original aircraft contracted, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally contracted, unless the party contracting for the use of the aircraft 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 contracted, charges will be based on the rates and charges applicable to the type of substituted aircraft.

\* Applicable when the contract entails the use of the full capacity of the aircraft in question.

## **RULE 12. PAYMENT REQUIREMENTS**

- (c) Payments for a contracted 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 is due in full prior to the departure date unless terms for extended credit accounts have been established. No passenger is a confirmed passenger without full payment having been made. Terms on approved accounts are 30 days. All major credit cards are accepted, cash, debit and pre-authorized or registered cheques as payment.

## **RULE 14. CANCELLATION CHARGES**

*(Not applicable to transportation between Canada and United States.)*

- (a) When the cancellation is made more than 2 hours prior to departure the portion of unused travel will be suspended and credit will be issued. (see Rule)
- (b) All credits issued are subject to a Change Fee prior to being used, (see Table B)
- (c) For travel not cancelled 2 hours prior to departure or unused, the value of the contract will be forfeited and will not be subject to a credit or refund.
- (d) All issued tickets are subject to applicable change fees for any of the following;

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- (i) changes in the original contract, such as departure date, time, destination or routing
- (ii) Changes to passenger name.
- (e) Charters cancelled without 48 hours prior notice will be charged 10% of total charter before taxes.

**TABLE "A"**

**RATES AND CHARGES PER MILE AND PER HOUR**

(In Canadian Dollars)

<u>Aircraft Type</u>	<u>Rate Per Statute mile</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Flight</u>
CL-60	\$10.40	\$5200.00	\$3120.00
Bae31	\$6.50	\$1650.00	\$1000.00
PA 31	\$4.90	\$1000.00	\$500.00
PA 31P	\$4.90	\$1000.00	\$500.00

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**TABLE "B"**  
**RATES AND CHARGES**  
**POINT TO POINT RATES**  
(In Canadian Dollars)

FROM	TO	\$ 249.00
Grande Prairie	Calgary	
Calgary	Grande Prairie	\$ 249.00
Grande Prairie	Edmonton INTL	\$ 200.51
Edmonton INTL	Grande Prairie	\$ 200.51

Point to point rates do not include applicable fees and taxes and are a **Base Rate** only refer to Rule 5.

Point to point rates **may** be quoted on a round trip basis and have precedence over any other type of rates.

In addition, the carrier **may** indicate a minimum occupancy required by aircraft type in order to carry out a point to point service.

All rates subject to a "Change Fee" of \$30.00 plus tax where applicable as specified in Rule 14 (d)

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**TABLE "C"**  
**LAYOVER CHARGES**  
(In Canadian Dollars)

<u>Aircraft Type</u>	<u>Free Waiting Time</u>	<u>Rate Per Hour</u>	<u>Minimum Charge Per Day or Fraction Thereof</u>
CL-60	= Flight Time	\$485.00 APU off \$750.00 APU on	\$7275.00 N/A
Bae31	= Flight Time	\$100.00	\$1500.00
PA 31	= Flight Time	\$50.00	\$750.00
PA 31	= Flight Time	\$50.00	\$750.00

Above rates to be computed in accordance with Rule 5 herein.

**NOTE** - Above aircraft and charges are provided as examples only.

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**TABLE "D"**  
**FUEL SURCHARGES**  
(In Canadian Dollars)

<u>AIRCRAFT TYPE</u>	<u>CHARGE PER LANDING</u>
<b>CL-60</b>	<b>5% of ( Statue miles X rate)</b>
<b>BA-31</b>	<b>5% of ( Statue miles X rate)</b>
<b>PA-31</b>	<b>5% of ( Statue miles X rate)</b>
<b>PA-31</b>	<b>5% of ( Statue miles X rate)</b>

*(e.g. Fuel Surcharge = (500 st. mi. x 3.50) X 5% = \$87.50)*

Note: Fuel surcharges are added to the cost of the charter and are subject to GST. Fuel surcharges is only applicable as stated **Rule 6**.

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**TABLE "E"**  
**LANDING CHARGES**  
(In Canadian Dollars)

<u>AIRCRAFT TYPE</u>	<u>CHARGE PER LANDING</u>
<b>CL-60</b>	<b>AS PER DESIGNATED AIRPORT OR WHERE INFO. NOT AVAILABLE, A MINIMUM OF \$100.00 PER TAKE-OFF AND LANDING</b>
<b>BA-31</b>	<b>AS PER DESIGNATED AIRPORT OR WHERE INFO. NOT AVAILABLE, A MINIMUM OF \$37.50 PER TAKE-OFF AND LANDING</b>
<b>PA-31</b>	<b>AS PER DESIGNATED AIRPORT OR WHERE INFO. NOT AVAILABLE, A MINIMUM OF \$20.00 PER TAKE-OFF AND LANDING</b>
<b>PA-31</b>	<b>AS PER DESIGNATED AIRPORT OR WHERE INFO. NOT AVAILABLE, A MINIMUM OF \$20.00 PER TAKE-OFF AND LANDING</b>

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**TABLE "F"**

**TERMINAL FEES**

(In Canadian Dollars)

<u>AIRCRAFT TYPE</u>	<u>CHARGE PER LANDING</u>
CL-60	
BA-31	<b>AS PER DESIGNATED AIRPORT</b>
PA-31	
PA-31P	

Note: Charged to the party contracting air transportation only when the facilities of a terminal are required for passenger planing or de-planing.

**TABLE "G"**

**SECURITY FEES**

(In Canadian Dollars)

<u>AIRCRAFT TYPE</u>	<u>CHARGE PER LANDING</u>
CL-60	
BA-31	<b>AS PER DESIGNATED AIRPORT</b>
PA-31	
PA-31P	

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**TABLE "H"**

**NAV CANADA FEES**  
(In Canadian Dollars)

<u>AIRCRAFT TYPE</u>	<u>CHARGE PER DAY</u>
<b>CL-60</b>	<b>As per Nav Canada fee calculator</b>
<b>BA-31</b>	<b>\$317.00</b>
<b>PA-31</b>	<b>\$45.00</b>
<b>PA-31P</b>	<b>\$45.00</b>

Note: Every Charter is subject to Nav Canada fees based on one take-off per day. With the CL-60, the Nav Canada fee depends on the length of the trip and is calculated on their website.

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## **CREW EXPENSES**

**Per Diem Rate – Meals:** \$75.00 per day per crew member (or actual expenses)

**Per Diem Rate – Lodging:** \$150.00 per crew member (or actual expenses)

Note: Where crew are asked to hold longer than six hours at a destination, a day-room is required at the per diem rate for crew to rest.

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## **TAXES**

**ALL CALCUALATED RATES, FUEL AND FUEL SURCHARGES,  
FEES, EXPENSES RELATED TO A SPECIFIC CHARTER ARE  
SUBJECT TO GST.**

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## **TRANSPORTATION OF DANGEROUS GOODS**

**NOT AUTHORIZED AT THIS TIME**

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## **COMPANY FORMS**

Attached to this document are an example of a Customer Confirmation and  
Passenger Ticket

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## **SPECIALTY CHARTER**

Swanberg Air Inc. from time to time offers to the public passage on its aircraft to attend specific events and will sell individual tickets for passage to said events including the event admission itself where applicable. The price is derived from the normal charter fare divided by the number of seats Swanberg Air expects to fill on the flight prior to advertising plus the price of the admission to the event. This rate will apply to the individual, and is only transferable to another passenger after purchase at the discretion of Swanberg Air.

Event tickets will be purchased from suppliers licensed to sell tickets only. The price of the event ticket will be directly added to the fare so as not to gain profit from the sale of the ticket itself. Once advertised the price will not change and Swanberg Air will provide passage to the individual or provide a full refund.

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