



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

ISSUE DATE
September 18, 2009

ISSUED BY
Chuck Depew
Operations Manager
27 Yellowknife Airport
Yellowknife, NT, Canada
X1A 3T2

EFFECTIVE DATE
August 15, 2010

CHECK SHEET

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

<u>Page Number</u>	<u>Number of Revision</u>	<u>Page Number</u>	<u>Number of Revision</u>
Title	1	12	1
1	"	13	"
2	"	14	"
3	"	15	"
4	"		
5	"		
6	"		
7	"		
8	"		
9	"		
10	"		
11	"		

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

ISSUE DATE
September 18, 2009

EFFECTIVE DATE
August 15, 2010

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

TABLES			
TABLE A	Dornier 228 Rates and Charges	-	15
TABLE B	Skyvan SH7 Rates and Charges	-	15

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

ISSUE DATE

September 18, 2009

EFFECTIVE DATE

August 15, 2010

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

- CTA(A) Canadian Transportation Agency
- IATA International Air Transport Association
- No. Number
- \$ 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

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

ISSUE DATE
September 18, 2009

EFFECTIVE DATE
August 15, 2010

RULE 1. DEFINITIONS

"Baggage" means the baggage and personal effects, including effects worn or carried on or about the person whilst in, boarding or alighting from an Aircraft, other than accounts, bill, currency, deeds, evidences of debt, letters of credit, passports, documents, jewelry, artwork, artifacts, money notes, credit cards, securites and railroad or other tickets.

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

"Carrier" means Summit Air Charters Limited Partnership by it General Partner 6985017 Canada Ltd. c/o/b as Summit Air Charters Limited Partnership.

"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.

"Customer Fuel" means any fuel that is pre purchased by the Charterer. Or any fuel that may be allocated directly to the Charterers fuel account at the point of fuel uplift. Any fuel, at the point of uplift, not aid for by Summit Air Charters Limited Partnership.

"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

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

ISSUE DATE

September 18, 2009

EFFECTIVE DATE

August15, 2010

- (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.

"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.

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.

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

ISSUE DATE

September 18, 2009

EFFECTIVE DATE

August 15, 2010

- (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 on the basis of 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 charter and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle mileage of the agreed charter flight or flights, to be performed in accordance with the agreed flight schedule, as published in the following sources in the order listed below:

- (a) Summit Air Charter Quote program
- (b) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited;
- (c) IATA Mileage Manual, published by the International Air Transport Association;
- (d) Distance measured using aeronautical charts published in Canada, the United States and any other aeronautical charts authorized for aircraft navigation by the local government;
- (e) If hourly rates apply to the charter, then flight time will be determined by the duration of the flight. Fractions of an hour shall be rounded to the nearest multiples of six minutes and expressed as decimals of an hour;
 - 1) Each period of less than three minutes shall be rounded off to zero;

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

ISSUE DATE
September 18, 2009

EFFECTIVE DATE
August 15, 2010

- 2) Each period of between three and six minutes shall be rounded off to six minutes, except that no flight shall be considered to have a duration of less than 0.4 hours
- (f) And/or combination thereof.

RULE 5. COMPUTATION OF CHARGES *(Not applicable to transportation between Canada and the United States)*

The total charter price payable by the charterer 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 consumed in the performance of a charter or ferry flight shall be charged to the charterer. This will be calculated based on the air time of the aircraft multiplied by the fuel burn rate for that aircraft as per Table A or B. The charge will be based on the fuel price at the last location of uplift. Any customer fuel uplifted will not be billed to the Charterer.
- (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 a supporting surface

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

ISSUE DATE
September 18, 2009

EFFECTIVE DATE
August 15, 2010

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 for a period in excess of 5 hours.
- (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 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, 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.

(d) The cost of facilities or services required for aircraft operation that are normally provided by the carrier at his base, and that are not available at the charterer's operating site.

(e) 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.

(f) 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.

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

ISSUE DATE

September 18, 2009

EFFECTIVE DATE

August 15, 2010

(g) Capacity limitations

The charterer 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 the 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 travelling pursuant to a pass interchange agreement.

(h) Schedules/delays

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.

(i) 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 12 to 16 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/her 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 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.
- (ii) Explosives, munitions, corrosives and articles which easily ignite.
- (iii) Pets, dogs, cats, and birds, when properly crated in leakproof 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.
* Not applicable to service animals.
- (iv) Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.

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

ISSUE DATE
September 18, 2009

EFFECTIVE DATE
August 15, 2010

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

- (a) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$50,000.
- (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 conditions; or
 - ii) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

RULE 10. LIMITATION OF CARRIER RESPECTING BAGGAGE

- (a) 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 \$200 per passenger.
- (b) Any amount in excess of \$200.00 must be self insured by the passenger.

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

ISSUE DATE
September 18, 2009

EFFECTIVE DATE
August 15, 2010

LOCAL INTERNATIONAL CHARTER TARIFF

Revised Page 13

- (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 10A. LIABILITY OF CARRIER RESPECTING GOODS

- (a) 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 \$0.25 per pound.
- (b) Goods and cargo valued above \$0.25 per pound must be self insured.
- (c) In no cases shall the carrier's liability exceed the actual loss of the goods. All claims are subject to proof of amount of loss.

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).

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

ISSUE DATE

September 18, 2009

EFFECTIVE DATE

August 15, 2010

- (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.

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

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) 50% of quoted price for any contracted charter shall be paid upon verbal agreement or signing of the contract the balance due and payable prior to departure.
- (c) Full payment must be made within 30 days of completion

RULE 14. CANCELLATION CHARGES *(Not applicable to transportation between Canada and the United States)*

Where the contracted flight is cancelled by the Charterer up to 5 days prior to departure time, then 10% of the quoted amount becomes forfeit to the carrier. Where the contracted flight is cancelled by the Charterer less than 5 days prior to departure time then 50% of the quoted amount becomes forfeit to the carrier.

RULE 15. TICKETS

Summit Air Charters Limited Partnership does not issue tickets or have a ticket policy.

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

ISSUE DATE
September 18, 2009

EFFECTIVE DATE
August 15, 2010

RULE 16. PASSENGER RE-ROUTING

Summit Air Charters Limited Partnership does not have policy in place.

RULE 17. DENIED BOARDING COMPENSATION

Summit Air Charters Limited Partnership does not have a policy.

Table 1: Rates and charges for Dornier 228 Aircraft:

Non-Term Charters:

Rate per Mile	Dry \$10.50
Rate per Hour	Dry \$2415
Ferry Rate per Mile	Dry \$8.00
Ferry Rate per Hour	Dry \$1840
Minimum Charge Per Flight	70 Statute Miles
Nav Canada	as applicable to given aircraft
Holding free time	1 hour for every revenue hour flown
Holding Charge per Hour	\$500 / Hour
Holding Charge per Day	\$5500 / Day
Landing Fee	Non-Registered Aerodrome \$50.00 per landing & as applicable to given airport
Loading Fee	\$150.00 / Load
Call out fees for fueling	as applicable to given airport
Callout fee for Flight Services	as applicable to given airport
Split fee charge	\$150
Overnight fee	All expenses regarding aircraft parking, plug-in, general servicing, as well as crew hotel, meal, taxi expenses will be supported and billed to customer
Fuel Surcharge	400 litres per hour
GST	Not included in prices

Term Charters:

Rate per Mile	Negotiable based on non-term charters
Rate per Hour	Negotiable based on non-term charters
Minimum Charges per Day	Negotiable based on 700 statute miles per day
Minimum Charges per Month	Negotiable based on 700 statute miles per day
Overnight fee	All expenses regarding aircraft parking, plug-in, general servicing, as well as crew hotel, meal, taxi expenses will be supported and billed to customer
GST	Not included in prices

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

ISSUE DATE
 September 18, 2009

EFFECTIVE DATE
 August 15, 2010

Table 2: Rates and charges for Shorts Skyvan SC-7 Aircraft:

Non-Term Charters:

Rate per Mile	Dry \$10.50
Rate per Hour	Dry \$1785.00
Ferry Rate per Mile	Dry \$8.00
Ferry Rate per Hour	Dry \$1360
Minimum Charge Per Flight	70 Statute Miles
Nav Canada	as applicable to given aircraft
Holding free time	1 hour for every revenue hour flown
Holding Charge per Hour	\$500 / Hour
Holding Charge per Day	\$5500 / Day
Landing Fee	Non-Registered Aerodrome \$50.00 per landing & as applicable to given airport
Loading Fee	&150.00 / Load
Call out fees for fueling	as applicable to given airport
Callout fee for Flight Services	as applicable to given airport
Split fee charge	\$150
Overnight fee	All expenses regarding aircraft parking, plug-in, general servicing, as well as crew hotel, meal, taxi expenses will be supported and billed to customer
Fuel Surcharge	400 litres per hour
GST	Not included in prices

Term Charters:

Rate per Mile	Negotiable based on non-term charters
Rate per Hour	Negotiable based on non-term charters
Minimum Charges per Day	Negotiable based on 700 statute miles / day
Minimum Charges per Month	Negotiable based on 700 statute miles / day
Overnight fee	All expenses regarding aircraft parking, plug-in, general servicing, as well as crew hotel, meal, taxi expenses will be supported and billed to customer
GST	Not included in prices

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

ISSUE DATE
 September 18, 2009

EFFECTIVE DATE
 August 15, 2010