

CALM AIR INTERNATIONAL LP.  
Carrying on business under the firm name and style of CALM  
AIR

CANCELS 1<sup>st</sup> TITLE PAGE

**Calm Air International LTD.**

**LOCAL DOMESTIC CHARTER TARIFF**

RULES, RATES & CHARGES

APPLICABLE

TO THE CHARTER OF AIRCRAFT

FOR THE

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN POINTS IN CANADA

**ADOPTION NOTICE**

Effective *30 JULY 2009*, this  
tariff or as amended, became the tariff of  
Calm Air International LP

Issued in compliance with Agency letter dated  
July 28, 2009.

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Sandra Ross-Hitch  
Manager, Marketing Services and Systems

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**CHECK SHEET**

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

<u>PAGE</u> <u>NUMBER</u>	<u>NUMBER OF</u> <u>REVISION</u>
Title	2 <sup>St</sup> Revised
1	11th Revised
2	3 <sup>st</sup> Revised
3	1 <sup>st</sup> Revised
4	1 <sup>st</sup> Revised
5	Original
6	Original
7	2nd Revised
8	1 <sup>st</sup> Revised
9	Original
10	Original
11	1 <sup>st</sup> Revised
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CALM AIR INTERNATIONAL LTD.  
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CALM AIR INTERNATIONAL LP.  
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## RULES

### EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

(C)	CTA (A)	Canadian Transportation Agency
	Cont'd	Continued
	No.	Number
	\$	Dollar(s)
	Can.	Canadian
	Cy.	Currency
	N/A	Not Applicable
	(R)	Denotes reduction
	(C)	Denotes change which results in neither increase nor decrease
	(X)	Denotes cancellation
	(N)	Denotes addition
	(A)	Denotes increase

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**RULES****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 and Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

**"Carrier"** means Calm Air International Ltd.

**"Charter 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).

**"Charterer"** means a person, firm, corporation, association, partnership, 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.

**"Day"** means any period of twenty-four consecutive hours.

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

**"Ferry Flight"** means the movement of an aircraft without payload to position the aircraft to perform a charter flight or upon the completion of a charter flight to position the aircraft to a point required by the carrier.

**"Force Majeure"** means unforeseeable course of events excusing from fulfilment of contract.

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

**"Month"** means any period of thirty consecutive days.

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**RULES****1. DEFINITIONS** (Cont'd)

**"Off-strip"** means any landing area not defined as "strip".

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

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

**"Strip"** means a runway at a certified or registered aerodrome as listed in the Canada Flight Supplement (CFS) or, if not listed in the CFS, a runway which meets specification standards as required by the carrier.

**"Term Charter"** means a charter for a specified number of consecutive days or months or a combination thereof.

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

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**RULES****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 Calm Air International Ltd.
- (b) Charter service will be furnished under the terms of this tariff only after an appropriate written charter agreement, in the form prescribed by Calm Air International Ltd., is executed by the charterer and carrier.
- (c) Charter 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 charter agreement.
- (d) The contents of this tariff form part of the charter contract between Carrier and Charterer and in the event of any conflict between this tariff and the charter contract this tariff shall prevail.

**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 charter agreement.

**4. MILEAGE DETERMINATION**

For the purpose of computing rates and charges herein, the mileage to be used will be determined as follows:

- a) When a charter flight is required to be flown over airways routes or routes prescribed by the Department of Transport, the distances shall be measured in straight lines along such routes.
- b) For charter flights other than those referred to in subsection a), the distances shall be measured in a straight line between the places of commencement and termination of the work provided for in the charter, using standard aeronautical charts.

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**RULES****5. FLIGHT TIME DETERMINATION**

For the purpose of computing rates and charges herein, the flight time to be used will be determined as follows:

- a) When an entire flight is to be assessed at rates per hour, the hours and minutes for which a charge is made shall be computed from the time the aircraft commences taxiing before take-off until it finishes taxiing after landing.
- b) When only a portion of the flight is to be assessed at rates per hour, the hours and minutes flown shall 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.

**6. COMPUTATION OF CHARGES**

The total charter price payable by the charterer 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 charter rate per mile shown in Table "A", or, where distances cannot be measured, by multiplying the flight time of the charter flight, determined in accordance with Rule 5 herein, times the applicable rate per hour shown in Table "A", provided that the charges for the charter flight shall not be lower than the minimum charge per flight shown in Table "A".
- b) An amount determined by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein, times the applicable rate per mile shown in Table "A", or, where distances cannot be measured, by multiplying the flight time of the ferry flight(s), determined in accordance with Rule 5 herein, times the applicable rate per hour shown in Table "A", provided that the charge per ferry flight shall not be lower than the minimum charge per flight shown in Table "A".
- c) For term charters, the applicable rate per hour as shown in Table "A" will apply, except that rates per mile will apply when requested by the charterer to the extent that flight distances are measurable.
- (C) d) 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.

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**RULES****6. COMPUTATION OF CHARGES (Cont'd)**

- d) Due to the inability to foresee the actual cost, the following charges will be established at the time that the contract is signed:
  - i) Loading/unloading the aircraft
  - ii) Charges for goods carried outside the aircraft
  - iii) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals, ground transportation for crew whenever the nature of the charter requires said crew to live away from the place at which it is normally based.
  - iv) Charges for storage in or outside the base.
  - v) The actual cost of all passenger and/or goods handling charges incurred by the carrier at an airport other than the carrier's base.
  - vi) The actual cost of any special or accessorial services performed or provided at the request of the charterer.
- (A) vii) Any additional surcharges pertaining to the charter. Example Insurance, Nav Canada fees, Airport Improvement or any other incidental surcharges charged to the carrier.
- e) Layover charges, if any, as set forth in Table "C", 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.
- g) Landing charges as per Table "B".
- h) Taxiing charges, if any, for the time required to transport passengers and baggage or goods of a charterer by taxiing from point to point on a supporting surface calculated by multiplying the time required by the charter rates per hour shown in Table "A".
- i) Valuation charges, if any, in accordance with Rule 14.

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**RULES****7. MINIMUM CHARGES**

- (1) When the calculated charges for flying are less than the minimum charges specified in Table "A", the minimum charges are applicable.
- (2) The minimum charge for flying on term charters is the amount computed by multiplying the number of days/months the aircraft is on the term charter by the applicable minimum charge per day/month shown in Table "A".
- (3) The minimum charge per aircraft per month is applicable when it is less than the charge resulting from the application of the minimum charge per day shown in Table "A".
- (4) For days beyond a period of a whole month, one-thirtieth of the applicable minimum charge per month is applicable to each such day.

**8. INCIDENTAL TRAFFIC**

- (1) In this section, "incidental traffic" means passengers, baggage and/or goods other than those of a charterer for which no arrangement has been made prior to the commencement of a charter flight.
- (2) The carrier shall accept incidental traffic for carriage on a chartered aircraft where
  - (a) the charterer's use of the aircraft will not be adversely affected;
  - (b) The deviation from the mileage flown pursuant to the charter does not exceed 15 percent; and
  - (c) when the charterer's passengers are aboard the aircraft, the agreement of the charterer is obtained.
- (3) Charges for the carriage of incidental traffic shall be the sum of:
  - (a) the greater of
    - (i) the charges computed by multiplying the actual number of miles the traffic is carried by the rate per passenger per mile or per kilogram per mile (whichever is applicable) published in Table "A", and
    - (ii) the minimum charge per passenger or per consignment for incidental traffic as published in Table "A"; and
  - (b) the charges for any service performed incidental to transportation for which provision is made in this tariff.
- (4) Where any incidental traffic is carried, the charterer shall be entitled to a refund in an amount equivalent to 50 percent of the revenue from such incidental traffic as computed in accordance with paragraph (3)(a).

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**RULES****9. SPLIT CHARTER**

The carrier shall enter into a charter one charterer only at one time and shall not permit the resale of space at a toll per unit, but when the charterer and persons other than the carrier wish to use the aircraft jointly, the carrier, if requested by the charterer, may accept payment of the charter from the charterer and such other persons on any basis or apportionment agreed to between the parties.

**10. CONDITIONS OF CARRIAGE**

- a) Passengers and baggage or goods will be carried within space and weight limitations of the aircraft.
- b) 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 over.
- c) 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 carriers 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 wilful misconduct of the carrier including accidents to, or failure of the aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of Government or public body on whatsoever grounds to grant the carrier any clearance, licence, right or other permission necessary to the performance of 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.
- d) 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 consent of the charterer, be used by the carrier for the transportation of the carrier's own personnel or cargo

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**RULES****10. CONDITIONS OF CARRIAGE (Cont'd)**

- e) Carriage of Persons with Disabilities. Carrier 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.

**11. 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 Canada.
- c) If the weight, size or character of baggage or goods 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 carrier:
- (i) Firearms of any description.  
Firearms for sport purposes will be carried as baggage provided the required permit/licence is in possession of the passenger. Also provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to Peace Officers' 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 compartment of the aircraft.

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**RULES****12. 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.

**13. LIMITATION OF LIABILITY - PASSENGERS**

- (1) The liability of the carrier in respect of death of, or injury to, a passenger is limited to the sum of \$100,000.00.
- (2) 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.
- (3) The carrier is not liable
  - (a) 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 got his/her age or mental or physical condition; or
  - (b) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

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**RULES****14. LIMITATION OF CARRIER RESPECTING BAGGAGE**

- (1) Subject to subsection (2), 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 \$250.00 per passenger.
- (2) The liability of the carrier is limited to the declared value of baggage except when the charterer
  - (a) has declared the value of the baggage to be an amount exceeding \$250.00 per passenger for any one or more passengers; and
  - (b) has paid an additional charge of \$0.50 per \$100.00 or fraction thereof for the excess amount.
- (3) The declared value for baggage shall not exceed \$5,000.00.

**15. LIMITATION OF CARRIER RESPECTING GOODS**

- (1) 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 \$1.10 per kilogram.
- (2) The liability of the carrier is limited to the declared value of goods except when the charterer
  - (a) has declared the value of the goods in an amount exceeding \$1.10 per kilogram, and
  - (b) has paid an additional charge of \$0.40 per \$100.00 or fraction thereof for the excess amount.

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**RULES****16. 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 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 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.

**17. PAYMENT REQUIREMENTS**

Full payment for a charter flight must be made to the carrier prior to planned departure unless prior credit arrangements have been approved by the carrier.

**18. CANCELLATION CHARGES**

When cancellation of a charter flight by the charterer is made more than 7 days prior to planned departure, no cancellation charges shall be levied.

When cancellation of a charter flight is made less than 7 days prior to planned departure of the first flight, 10% of the total charter contract price will be retained by the carrier.

**19. SURCHARGES OR EXTRA FEES**

Surcharges for Extra Fees will be assessed to the charterer in accordance to the levy against the carrier imposed by an airport authority, government department or agency or any other entity which provides services to the carrier, this includes a fuel surcharge.

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**TABLE "A"**

**RATES AND CHARGES PER MILE AND PER HOUR**  
 (In Canadian Dollars)

**NON-TERM CHARTERS**

<b>AIRCRAFT TYPE</b>	<b>RATE PER MILE</b>	<b>RATE PER HOUR</b>	<b>MINIMUM CHARGE PER FLIGHT</b>
<b>ATR72</b>	18.00	4590.00	2295.00
<b>ATR42</b>	15.00	3825.00	1913.00
<b>SAAB 340B</b>	14.00	3710.00	1855.00
<b>HS748</b>	15.00	3375.00	1688.00
<b>D328</b>	14.00	5180.00	2590.00

**TERM CHARTERS**

<b>AIRCRAFT TYPE</b>	<b>RATE PER MILE</b>	<b>RATE PER HOUR</b>	<b>MINIMUM CHARGE PER DAY</b>	<b>MINIMUM CHARGE PER MONTH</b>
<b>ATR72</b>	18.00	4590.00	18360.00	550800.00
<b>ATR42</b>	15.00	3825.00	15300.00	459000.00
<b>SAAB 340B</b>	14.00	3710.00	14840.00	445200.00
<b>HS748</b>	15.00	3375.00	13500.00	405000.00
<b>D328</b>	14.00	5180.00	20720.00	621600.00

**INCIDENTAL TRAFFIC**

<b>AIRCRAFT TYPE</b>	<b>RATE PER PASSENGER PER MILE</b>	<b>MINIMUM PASSENGER FARE</b>	<b>RATE PER KILOGRAM PER MILE</b>	<b>MINIMUM GOODS CHARGE</b>
<b>ATR42</b>	0.55	48.00	0.0035	30.00
<b>ATR72</b>	0.55	48.00	0.0035	30.00
<b>HS748</b>	0.55	48.00	0.0035	30.00
<b>SAAB 340B</b>	0.55	48.00	0.0035	30.00
<b>D328</b>	0.55	48.00	0.0035	30.00

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**TABLE "B"**

**LANDING CHARGES**  
 (In Canadian Dollars)

<b>AIRCRAFT TYPE</b>	<b>CHARGE PER LANDING</b>
<b>ATR42</b>	N/A
<b>HS748</b>	N/A
<b>ATR72</b>	N/A
<b>SAAB 340B</b>	N/A
<b>D328</b>	N/A

**INSURANCE SURCHARGE PER HOUR**  
 (In Canadian Dollars)

<b>AIRCRAFT TYPE</b>	<b>CHARGE PER HOUR</b>
<b>ATR42, 72</b>	68.00
<b>SAAB 340B</b>	68.00
<b>HS748</b>	68.00
<b>D328</b>	68.00

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

AIRCRAFT TYPE	FREE WAITING TIME	LAYOVER CHARGE PER HOUR	LAYOVER CHARGE PER DAY
<b>ATR42</b>	Note **A	900.00	9000.00
<b>ATR 72</b>	Note **A	1200.00	12000.00
<b>HS748</b>	Note **A	1200.00	12000.00
<b>SAAB 340B</b>	Note **A	800.00	8000.00
<b>D328</b>	Note **A	1300.00	13000.00

NOTE\*\*A : Free Waiting time is calculated by one hour free per one hour flown to the maximum of two free waiting time hours.

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**TABLE "D"**  
**CARRIER'S AIRCRAFT TYPES**

<b>AIRCRAFT AVAILABLE</b> (Name, Type, Model)	<b>AIRCRAFT ABBREVIATION</b>	<b>UNDERCARRIAGE</b> (wheels, skis, floats, amphibian)
ATR42,72	ATR	Wheels
Hawker Siddeley 748-2A	HS748-2A	Wheels
SAAB 340 B	SAAB 340B	Wheels
Dornier Jet	D328	Wheels

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