

Clerk's stamp

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COURT FILE NUMBER 2401-02664
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
MATTERS IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as
amended



AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF LYNX AIR HOLDINGS
CORPORATION and 1263343 ALBERTA INC. dba
LYNX AIR

C51676
Jun 24, 2024
COM

APPLICANTS EDMONTON REGIONAL AIRPORTS AUTHORITY,
HALIFAX INTERNATIONAL AIRPORTS AUTHORITY,
THE CALGARY AIRPORT AUTHORITY, VANCOUVER
AIRPORT AUTHORITY, and WINNIPEG AIRPORTS
AUTHORITY INC.

RESPONDENT LYNX AIR HOLDINGS CORPORATION and 1263343
ALBERTA INC. dba LYNX AIR

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT **STIKEMAN ELLIOTT LLP**
Barristers & Solicitors
4200 Bankers Hall West
888-3rd Street SW
Calgary, AB T2P 5C5

Karen Fellowes, K.C. / Archer Bell
Tel: (403) 724-9469 / (403) 724-9485
Fax: (403) 266-9034
Email: kfellowes@stikeman.com / abell@stikeman.com

Lawyers for the Applicants,
Edmonton Regional Airports Authority, Halifax International Airports
Authority, The Calgary Airport Authority, Vancouver Airport Authority, and
Winnipeg Airports Authority Inc.
File No.: 156280.1001

AFFIDAVIT OF NICOLE STEFANIUK

Affirmed on May 23, 2024

I, Nicole Stefaniuk, of the City of Winnipeg, in the Province of Manitoba, AFFIRM AND SAY THAT:

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Winnipeg Airports Authority Inc.
File No.: 156280.1001

AFFIDAVIT OF NICOLE STEFANIUK

Affirmed on May 23, 2024

I, Nicole Stefaniuk, of the City of Winnipeg, in the Province of Manitoba, AFFIRM AND SAY THAT:

1. I am the Chief Financial Officer of the Winnipeg Airports Authority Inc. (the "**WAA**") and as such, I have personal knowledge of the facts and matters stated herein, except where stated to be based on information and belief, and, where so informed, I believe such matters to be true.
2. The WAA is a signatory to a Memorandum of Agreement between the Air Transport Association of Canada, certain air carriers, and certain airport authorities (the "**MOA**"). Attached and marked as **Exhibit "A"** is a copy of the MOA.
3. 1263343 Alberta Inc. dba Lynx Air ("**Lynx**") became a signatory to the MOA on April 6, 2022.
4. The history of the MOA dates back to the federal government's decision to transfer authority over airports in Canada to designated airport authorities, such as the WAA. This transfer began in 1992 with the introduction of the *Airport Transfer (Miscellaneous Matters) Act*, SC 1992, c 5, which allowed the federal government to retain ownership of 26 so-called National Airport System airports, while leasing these airports to locally controlled, not-for-profit, non-share private sector airport authorities. The WAA was designated as an airport authority in 1996 and was subsequently leased the Winnipeg James Armstrong Richardson International Airport (the "**Winnipeg Airport**").
5. The result of these transfers is that the federal government retains ownership of the airports but avoids the financial burden of maintaining, improving and expanding airports by transferring all financial liabilities to airport authorities. As such, upon transfer in 1996, the WAA became financially responsible for the Winnipeg Airport. Despite this transfer of responsibility, airport authorities like the WAA are still expected to provide a public service and must maintain and manage their respective airports in the public interest.
6. The MOA recognizes that airport authorities have the responsibility to manage, operate and develop the airports for which they are responsible. In order to meet the air traffic demands on their respective airports and ensure that the public has access to quality air transport, airport authorities such as the WAA from time to time must undertake capital expenditure projects. As stated in the preamble to the MOA, airport authorities may obtain the funds to undertake such capital expenditure projects by imposing fees or charges upon all departing airport passengers. Such fees are referred to as "Airport Improvement Fees" or "AIF".
7. Pursuant to section 6.1 of the MOA, the decision to charge AIF and at what rate to charge it are made by each airport authority. Further pursuant to the MOA, signatory air carriers such as Lynx agree to collect and remit AIF on behalf of the airport authorities.
8. During the time that Lynx was a signatory to the MOA, the WAA mandated an AIF of \$38.00 per passenger. Pursuant to section 9.2 of the MOA, Lynx was to remit the collected AIF to the WAA on a monthly basis on the first working day of each month.

9. It was the WAA's understanding that the AIF collected by Lynx was being held in trust by Lynx until its ultimate remittance to the WAA. The MOA expressly states that the AIF is a charge imposed by the WAA on passengers and is collected by Lynx "on behalf" of the WAA. The WAA's Tariff of Aviation Fees (the "**Tariff**") uses similar language, stating that AIF is charged by the WAA to each departing enplaned passenger, is collected by Lynx, and is remitted back to the WAA. Attached and marked as **Exhibit "B"** is a copy of the Tariff.
10. Furthermore, the MOA states at section 20.1 that the parties expressly disclaim any intention to create a partnership, joint venture, trust relationship or joint enterprise *except* as Lynx acting as agent for the WAA in collecting and remitting the AIF funds.
11. Additionally, in its reservation terms and conditions (the "**Terms and Conditions**"), Lynx represented to its passengers that "Airport Improvement Fees (AIF) ... are generally collected by Lynx at the time of booking. Lynx collects these fees from passengers and remits them directly to the airports." Attached and marked as **Exhibit "C"** is a copy of the Terms and Conditions.
12. At the time that Lynx filed for CCAA protection, the WAA was owed substantial amounts by Lynx in unremitted AIF as Lynx had failed to remit collected AIF funds in accordance with its obligations under the MOA since December 2023. In total, the WAA is owed \$282,895.00 in unremitted AIF by Lynx. Attached and marked as **Exhibit "D"** is a bundle of WAA accounting documents including a copy of an Excel spreadsheet outlining WAA invoices to Lynx from the period covering January 17, 2024, through to February 29, 2024, as well as three invoices outlining the AIF owed to WAA by Lynx for the January and February 2024.
13. Pursuant to the Tariff, the WAA is entitled to require a cash deposit or an irrevocable letter of credit from Lynx in order to secure the payment of any monies due under the Tariff. At the outset of their relationship, the WAA required a deposit of \$83,333.00 (the "**Deposit**") from Lynx in order to secure aeronautical fees. The Deposit was not used to secure AIF. After Lynx filed for CCAA protection, the WAA used the entirety of the Deposit to offset outstanding aeronautical fees owed by Lynx to the WAA; no part of the Deposit was applied to AIF.

AFFIRMED this 23rd day of May, 2024.



Andrew Stewart
A BARRISTER-AT-LAW entitled to practice
in and for the Province of Manitoba



Nicole Stefaniuk

This is **Exhibit "A"** referred to in the Affidavit of Nicole Stefaniuk, affirmed before me at City of Winnipeg, in the Province of Manitoba, this 23rd day of May 2024



Andrew Stewart
A BARRISTER-AT-LAW entitled to practice
in and for the Province of Manitoba

MEMORANDUM OF AGREEMENT

BETWEEN

THE AIR TRANSPORT ASSOCIATION OF CANADA

AND

SIGNATORY AIR CARRIERS

AND

CERTAIN AIRPORTS

As Amended Effective January 20, 2004

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SCHEDULES

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- B Signatory Air Carriers
- C Accession Form
- D ACC Operating Terms of Reference
- E Excluded Jurisdictions
- F Capital Programs Deemed to Have Been Approved
- G Airport Improvement Fee Monthly Remittance Form
- H Administrative Duties of The Air Transport Association of Canada
- I Vancouver International Airport AIF Rates

MEMORANDUM OF AGREEMENT

AMONG: The Air Transport Association of Canada (“ATAC”)

- and -

Those airports listed on Schedule A to this Memorandum of Agreement
(collectively, “Airports”, and individually, an “Airport”)

- and -

Those air carriers listed on Schedule B to this Memorandum of Agreement
(collectively, “Signatory Air Carriers”, and individually, “Signatory Air
Carrier”)

(all collectively, the “Parties” and, individually, a “Party”);

WHEREAS Airports have the responsibility to manage, operate and develop the airports for which they are responsible;

AND WHEREAS member air carriers of ATAC are major users of the airport facilities provided by the Airports;

AND WHEREAS Airports may have the requirement to expand their airport facilities to meet traffic demands and in that event will require additional revenues to pay for those expanded facilities;

AND WHEREAS Airports may decide to obtain such additional revenues, in whole or in part, by imposing fees or charges upon passengers using such Airports;

AND WHEREAS Airports may wish to obtain the assistance of air carriers in collecting such fees or charges from passengers;

AND WHEREAS the Parties jointly wish to ensure that a meaningful consultation process is established which will ensure that the views and requirements of Signatory Air Carriers are fully considered by airport operators in connection with the collection and use of any such additional revenues;

AND WHEREAS the Parties jointly wish to establish a regime whereby, in recognition of the establishment of a formal consultation process, Signatory Air Carriers agree to collect on behalf of Airports and remit a fee which an Airport might decide to impose upon passengers, all upon and subject to the terms and conditions contained herein;

AND WHEREAS the Parties in giving effect to the forgoing wishes, do not wish to abrogate or derogate from any of their respective, existing rights or obligations except as is expressly agreed to herein;

NOW THEREFORE, in consideration of the payment of the sum of one dollar (\$1.00) by each Party to each of the other Parties, the receipt of which is hereby acknowledged, and in respect of the mutual covenants and agreements contained herein, the Parties agree as follows:

1.0 Purpose of Memorandum of Agreement

1.1 The Parties agree that this Memorandum of Agreement ("MOA") establishes the terms in respect of:

- (a) a consultation process regarding the expansion of Airport facilities; and
- (b) the collection of fees by Signatory Air Carriers for Airports from air carrier passengers if an Airport decides to impose such fees to pay for the future expansion of certain Airport facilities.

1.2 This MOA shall be legally binding upon the Parties.

2.0 Accession to MOA

2.1 The Parties agree that if any Canadian airport or any Canadian or foreign air carrier wishes to become a Party to this MOA, it may do so by:

(a) agreeing in writing in the form attached as Schedule C that it agrees to be bound by the terms and conditions of this MOA; and

(b) sending a copy of the duly executed form along with one dollar (\$1.00) to each of the existing Parties. Upon so doing, such Canadian airport or air carrier will become a Party to this MOA and shall be deemed to be listed on either Schedule A or Schedule B, as appropriate.

2.2 Notwithstanding the provisions of Section 2.1 of this MOA, the Parties recognize and acknowledge that the terms and conditions of this MOA are not designed to address the unique issues arising at airports with two or more separate and physically distinct air terminal buildings jointly serving at least 20 million enplaned/deplaned passengers as at December 31, 1998 ("Multi-terminal Airports").

The Parties further recognize and acknowledge that multi-terminal airports can present new and different issues to air carriers which may vary over both time and the particular circumstances of individual air carriers and individual Multi-terminal Airports.

The Parties therefore agree that the accession to this MOA by any Multi-terminal Airport, shall be conditional upon the approval of the two largest Canadian Signatory Air Carriers

using that airport as determined by passenger boardings in the calendar year immediately preceding the requested accession by that Multi-terminal Airport".

The Parties further agree that this MOA may be amended to the extent required by agreement between the two largest Canadian Signatory Air Carriers using that airport as determined by passenger boardings in the calendar year immediately preceding the requested accession by that Multi-terminal Airport seeking accession to this MOA, provided any such amendment shall be applicable to the operation of the MOA solely at the Multi-terminal Airport seeking accession.

2.3 For further clarity it is understood that an Airport may, without cause but only after the expiry of 365 days from the date that Airport executes or accedes to this MOA and only upon giving not less than 180 days notice, withdraw from this MOA. The withdrawal from this agreement shall be on the day specified by that Airport in the notice but shall not be earlier than the 181st day after the notice is given. Signatory Air Carriers shall not be obliged to collect any AIF for that Airport in respect of travel scheduled to begin any time after the effective date of withdrawal of that Airport.

3.0 Airline Consultative Committee

3.1 Signatory Air Carriers at a given Airport shall be permitted to join the Airline Consultative Committee ("ACC") at each such Airport. Signatory Air Carriers shall exercise their rights and responsibilities as set out in Article 13 of this MOA (the "Air Carrier Consultation Process") through the ACC. The Chairman of the ACC shall inform that Airport of the Majority In Interest ("MII") as determined in accordance with Section 3.3.

3.2 The ACC at each Airport shall be operated according to the ACC Operating Terms of Reference which is attached as Schedule D to this MOA, and the same may be amended by the ACC from time to time by providing written notice to each of the Parties. In the event of any inconsistency between the ACC Operating Terms of Reference and this MOA, the

terms of this MOA shall prevail. Schedule D is included in this MOA for the purpose of providing direction relative to the Air Carrier Consultation Process and nothing in Schedule D shall impose any obligation, commitment or requirement upon any Airport or Signatory Air Carrier by virtue of Schedule D being included in this MOA.

- 3.3 Notwithstanding any voting procedures contained in the ACC Operating Terms of Reference, the MII referred to in this MOA shall mean those Signatory Air Carriers who constitute 66 2/3% or more of the total enplaned passengers (based on the Air Carrier Activity at Canadian Airports Statistics Canada catalogue, or its successor, containing the most recent calendar year data available from Statistics Canada) at a particular Airport.

4.0 Airport Improvement Fee

- 4.1 Any passenger fee or charge imposed by an Airport and implemented under this MOA shall be termed an Airport Improvement Fee ("AIF").
- 4.2 An Airport may require Signatory Air Carriers to commence the collection of AIF funds subject to the completion of the process set out in Article 13.

5.0 Capital Expenditure Programs

- 5.1 AIF revenues shall only be used as follows:
- (a) to fund an Airport's capital expenditure projects, the general purpose of which projects are to construct or improve "Airport Infrastructure", and to fund the cost of issuance of associated debt, debt service costs, debt service reserve obligations, debt coverage requirements, capitalized interest on debt and bad debts associated with the collection of AIF revenues; and

- (b) to fund capital expenditure projects, as referred to in Section 5.1(a) at airports which are owned or leased by the Airport identified in Schedule A and which are used as reliever airports for types of aircraft traffic that are not compatible with commercial operations at the Airport identified in Schedule A, subject to the condition that the value of capital expenditure projects at any such reliever airport shall not exceed 10% of the value of capital expenditure projects at the Airport identified in Schedule A which have been subjected to the Air Carrier Consultation Process as outlined in Article 13 of this MOA since the original commencement of this MOA.
- 5.2 For the purposes of this MOA, "Airport Infrastructure" means capital expenditures in respect of buildings, airfields, land, roads, navigational aids and other assets required for the operation of the Airport, but does not include operating or maintenance costs related to the Airport. For greater certainty, the Airport Infrastructure shall not include any buildings, airfields, land, roads, navigational aids and other assets required for the operation of the Airport located off the Airport that are not functionally related to commercial air operations, air navigation or the processing of passengers and their baggage and shall not include any costs associated with or related to the design, construction, development, maintenance or operation of any mass transit system beyond the boundary of the Airport.
- 5.3 Capital expenditure projects contemplated by an Airport shall be combined into capital expenditure programs ("Programs") for the purpose of consultation with Signatory Air Carriers and collection of any associated AIF. To qualify for collection of an associated AIF the actual period of construction contemplated by the Program must be for a minimum of two (2) years and a maximum of ten (10) years and the total estimated costs of all Programs tabled since the Airport's accession to this MOA must equal 50% or more of the Airport's annual revenue (not including AIF revenue) in the first year of the Program.

- 5.4 Any construction of new runways or major expansion of existing runways or any other single project in excess of \$200,000,000 (in 2002 dollars) at an Airport must be by way of a separate Program and not combined with other projects.
- 5.5 With the exception of those Programs listed on Schedule F of this MOA, and except with the prior written approval of the Signatory Air Carriers forming the MII in accordance with Section 3.3. Airports may only require Signatory Air Carriers to collect and remit an AIF pursuant to this MOA for those Programs which have been subjected to the Air Carrier Consultation Process as outlined in Article 13 of this MOA. This provision shall not restrict the ability of an Airport to implement new projects during the period of a Program pursuant to Subsection 13.1(h) of this MOA.
- 5.6 With the exception of those projects within a Program listed on Schedule F of this MOA, and except with the prior written approval of the Signatory Air Carriers forming a MII, Airports may not award construction contracts related to any project in a Program for which that Airport will impose an AIF on passengers, prior to completing the steps contemplated by Subsections 13.1(a) and 13.1(c) through 13.1(e), inclusive and as appropriate, of the Air Carrier Consultation Process outlined in Article 13 of this MOA.

6.0 Rates

6.1 An Airport alone shall decide whether to obtain an AIF from passengers. The Airports have decided that any AIF imposed by an Airport and implemented under this MOA will be set at a Canadian whole dollar amount per Airport which shall be limited to two digits and shall not be less than \$3.00 per DEPAX passenger plus applicable provincial sales, goods and services, harmonized goods and services and other applicable taxes.

6.2 There shall be no more than three (3) different levels of AIF in place at any Airport as follows:

- (a) one (1) rate for all transborder (United States) and domestic DEPAX passengers not covered by Subsection 6.2(c) below;
- (b) one (1) rate for all international (not including transborder) DEPAX, such rate not to exceed one and one-half (1 1/2) times the rate in Subsection 6.2(a) above;
- (c) one (1) rate for all city-pairs ("short-haul destinations") within the Province or Territory that the Airport resides in and which are designated under this Subsection 6.2(c) by the Airport to be short-haul destinations; provided that, for any Airport other than the Vancouver International Airport, an Airport will be limited to four (4) short-haul destinations or with the concurrence of the Signatory Air Carriers forming the MII, up to ten (10) short-haul destinations. The maximum distance between short-haul destinations shall be three hundred (300) statute miles. While recognizing the authority of an Airport to determine the one (1) rate for short-haul destinations, Signatory Airports shall, where applicable, make reasonable efforts to establish the same level of AIF at both Airports involved in a short-haul destination city-pair; and

- (d) in the case of Vancouver International Airport (i) if Vancouver International Airport becomes a signatory to this MOA on or before January 1, 2004, effective April 1, 2004, those rates indicated on Schedule I hereto; and (ii) if Vancouver International Airport becomes a signatory to this MOA on a date following January 1, 2004, effective on the day which is ninety (90) days after the date that Vancouver International Airport becomes a signatory to this MOA, those rates indicated on Schedule I hereto.

6.3 An Airport has the right to make changes in AIF levels upon at least ninety (90) days prior written notice to ATAC and to the Signatory Air Carriers of the ticketing sale date following which the change in AIF levels will be effective provided that the rates for international and short-haul destinations, pursuant to Subsections 6.2(b), (c) and (d), shall not be adjusted more frequently than once in any calendar year without the concurrence of the Signatory Air Carriers forming the MII at the Airport. No notice may be issued by an Airport hereunder until January 1, 2004.

7.0 Alternate Collection Method

7.1 With respect to a Program for which an AIF is being collected by Signatory Air Carriers, nothing in this MOA shall prevent an Airport from choosing to utilize an additional alternative to the revenue collection method outlined in this MOA provided that any such collection method does not:

- (a) involve the participation of Signatory Air Carriers; or
- (b) impose additional charges of any kind on Signatory Air Carriers in relation to the funding of such Program, unless otherwise agreed in writing between the respective Parties.

8.0 Handling Fee

8.1 In respect of enplanements occurring on or prior to December 31, 2003, Signatory Air Carriers shall be entitled to withhold a handling fee which is calculated as a percentage of the gross amount of AIF to be otherwise remitted to a particular airport together with related provincial sales, goods and services, harmonized goods and services and other applicable taxes. The handling fee shall be one of three amounts determined by the annual enplaned/deplaned passenger volume at that Airport, which volume shall be determined by that Airport at the end of the ninth month of each calendar year for the previous 12 months, subject to annual review and verification by a designee of the Signatory Air Carriers, as follows:

- 6% for Airports with more than 7 million enplaned/deplaned passengers annually;
- 7% for Airports with 3 million to 7 million enplaned/deplaned passengers annually;
- 8% for Airports with less than 3 million enplaned/deplaned passengers annually.

8.1(a) In respect of enplanements occurring on or after January 1, 2004, Signatory Air Carriers shall be entitled to withhold a handling fee which is calculated as a percent of the gross amount of AIF to be otherwise remitted to a particular Airport together with related provincial sales, goods and services, harmonized goods and services and other applicable taxes. The handling fee shall be one of four (4) amounts determined by the annual enplaned/deplaned passenger volume at that Airport, which volume shall be determined by that Airport at the end of the ninth (9th) month of each calendar year for the previous twelve (12) months, subject to annual review and verification by ATAC, as follows:

- 4% for Airports with more than 14 million enplaned/deplaned passengers annually;
- 5% for Airports with more than 7 million enplaned/deplaned passengers annually;

6% for Airports with 3 million to 7 million enplaned/deplaned passengers annually; and

7% for Airports with less than 3 million enplaned/deplaned passengers annually.

8.2 Signatory Air Carriers that do not conduct audits of their financial records in their normal commercial operations shall be entitled to 75% of the applicable handling fee, subject to compliance with Section 10.9 of this MOA.

9.0 Remittance

9.1 "AIF collection commencement date" means the first day upon which an Airport can require Signatory Air Carriers to collect and remit an AIF, or a change to the level thereof, following the completion of the air carrier consultation process contemplated by Article 13.

For greater certainty, the AIF collection commencement dates for the following airports are deemed to be as follows:

Calgary Airport	October 1, 1997
Kelowna Airport	February 1, 1998
Winnipeg Airport	July 1, 1998

9.2 In respect of enplanements occurring on or prior to December 31, 2003, regardless of whether an AIF is collected from passengers, and subject only to Sections 9.5, 9.6 and 22.1, Signatory Air Carriers shall remit to an Airport the amount of the AIF imposed by that Airport pursuant to this MOA for all DEPAX passengers at that Airport for which the ticket sales occurred on or after the AIF collection commencement date for that Airport:

- (a) plus provincial sales, goods and services, harmonized goods and services and other applicable taxes; and

- (b) less the handling fee and related provincial sales, goods and services, harmonized goods and services and other applicable taxes referred to in Article 8;

on a monthly basis no later than the end of the month following the month of enplanement by the DEPAX passenger at the Airport to which the AIF applies (the "due date").

9.2(a) In respect of enplanements occurring on or after January 1, 2004, regardless of whether an AIF is collected from DEPAX passengers, and subject only to Sections 9.5, 9.6 and 22.1, Signatory Air Carriers shall remit to an Airport the amount of the AIF imposed by that Airport pursuant to this MOA for all DEPAX passengers at that Airport for which the ticket sales occurred on or after the AIF collection commencement date for that Airport:

- (i) plus provincial sales, goods and services, harmonized goods and services and other applicable taxes; and
- (ii) less the handling fee and related provincial sales, goods and services, harmonized goods and services and other applicable taxes referred to in Article 8;

on a monthly basis on the first working day of the month following the month of enplanement by the DEPAX passenger at the Airport to which the AIF applies, such monthly remittances to be made on the basis of the estimated amount owing to the Airport for the previous month, with final adjustments made on a monthly basis on the first working day of the second month following the month of enplanement by the DEPAX passenger at the Airport to which the AIF applies. The estimated amounts referred to in this Section 9.2(a) shall be based on reasonable, good faith estimates of DEPAX passengers using historical data and/or reasonable forward projections.

Notwithstanding the payment schedule contained in this Section 9.2(a), any Signatory Air Carrier with less than \$240,000 in gross annual AIF remittances for a particular Airport shall

only be required to remit on a monthly basis no later than the end of the month following the month of enplanement by the DEPAX passenger at the Airport to which the AIF applies.

9.3 The obligation to remit AIF revenues to an Airport arises upon the enplanement of a DEPAX passenger at a particular Airport provided that the DEPAX passenger purchased the ticket on or after the AIF collection commencement date for a particular Airport.

9.4 Each remittance will be accompanied by a statement identifying the number of DEPAX passenger enplanements associated with the remittance. The remittance shall separately identify the DEPAX passengers in Section 9.5 below.

9.5 With respect to DEPAX passengers who purchased tickets outside of North America:

- (a) provided that the Signatory Air Carrier has instituted a method of AIF collection which could commercially reasonably be expected to assess all DEPAX passengers in accordance with this MOA, and
- (b) provided that the Signatory Air Carrier has made commercially reasonable efforts to collect AIF revenues pursuant to the method instituted in Subsection 9.5(a), and
- (c) provided that the Signatory Air Carrier remitted all AIF revenues actually collected from DEPAX passengers in accordance with Section 9.2, Subsection 9.2(a) and as required by Article 11 during this period; and
- (d) provided that the Signatory Air Carrier has provided the audit certification required pursuant to Section 10.3 of this MOA;

then the particular Signatory Air Carrier's liability for making the AIF remittances for DEPAX passengers whose tickets are purchased outside of North America, shall, subject to

Article 8, be limited to the actual amount of AIF revenues collected from such DEPAX passengers carried by the particular Signatory Air Carrier at that particular Airport.

9.6 With respect to DEPAX passengers who purchased tickets in North America (Canada, the United States of America and Mexico):

- (a) provided that the Signatory Air Carrier has instituted a method of AIF collection which could commercially reasonably be expected to assess all DEPAX passengers in accordance with this MOA; and
- (b) provided that the Signatory Air Carrier has made commercially reasonable efforts to assess the DEPAX passengers in accordance with this MOA and collect AIF revenues pursuant to the method instituted pursuant to Subsection 9.6(a); and
- (c) provided that the Signatory Air Carrier remitted all AIF revenues actually collected from DEPAX passengers in accordance with Section 9.2, Subsection 9.2(a) and as required by Section 11 during this period; and
- (d) provided that the Signatory Air Carrier has provided the audit certification pursuant to Section 10.3 of this MOA; and
- (e) provided that the Signatory Air Carrier has provided a management certificate on the reimbursement form attached as Schedule G stating:

"This Compliance Certificate is delivered to [Airport] pursuant to Article 9.5 of the Memorandum of Agreement (the "MOA") dated as of xxxxxx between the Air Transport Association of Canada and Signatory Air Carriers and certain Airports.

I, xxxxxxname, xxxxxxxxtitle, of xxxxxxxxairline, certify that, to the best of my knowledge, information and belief, for the AIF remittance for the month of xxxxxmonth:

Proper and responsible due diligence has been exercised in establishing the remittance liability by personnel understanding the importance to the Airport of establishing the correct number of DEPAX passengers subject to the AIF (as defined in the MOA).

I give this Compliance Certificate in my capacity as xxxxttitle and no personal liability is assumed in the giving of this certificate."

then the particular Signatory Air Carrier's liability for making the AIF remittances, subject to Article 8, shall be limited to:

- (i) the greater of the amount collected or, during the first 12 months after the AIF collection commencement date for that Airport, 80% of the liability otherwise calculated from the total numbers of DEPAX passenger enplanements, eligible to be charged the AIF, who purchased tickets in North America and were carried by the particular Signatory Air Carrier at the particular Airport during this period;
- (ii) the greater of the amount collected or, during the 13th through the 18th months after the AIF collection commencement date for that Airport, 90% of the liability otherwise calculated from the total numbers of DEPAX passenger enplanements, eligible to be charged the AIF, who purchased tickets in North America and were carried by the particular Signatory Air Carrier at the particular Airport during this period; and

- (iii) the greater of the amount collected or, following the 18th month after the AIF collection commencement date for that Airport, 95% of the liability otherwise calculated from the total numbers of DEPAX passenger enplanements, eligible to be charged the AIF, who purchased tickets in North America and were carried by the particular Signatory Air Carrier at the particular Airport during this period.

9.7 Interest will be charged to Signatory Air Carriers on a monthly basis, commencing after the due date, on all outstanding amounts at the prime rate established by the Royal Bank of Canada from time to time plus two (2%) per cent per annum. In the event that any month's remittances are more than 15 days in arrears, following the expiration of those 15 days, that Airport may cancel the agreement with a delinquent Signatory Air Carrier 15 days after providing notice in writing of the delinquency to the Signatory Air Carrier, provided that the Signatory Air Carrier does not pay the arrears during the said notice period, and require all AIF funds collected up to the date of cancellation to be remitted to that Airport.

10.0 Audit

10.1 Annually, within one hundred and twenty (120) days of the end of each Signatory Air Carrier's fiscal year, each Signatory Air Carrier shall deliver to each Airport an Annual Statement which details for that Airport, for that fiscal year, the following:

- (a) the number of DEPAX Passengers for each month and in aggregate;
- (b) the gross amount of AIF funds payable for each month and in aggregate;
- (c) the amount of handling fee deducted for each month and in aggregate;
- (d) the net amount of AIF funds payable for each month and in aggregate; and

- (e) a statement that the Signatory Air Carrier has met the requirements of Subsections 9.5(a) and (c), or 9.6(a) and (c), as the case may be.
- 10.2 The Annual Statement referred to in Section 10.1 must contain a certification signed by a person authorized to sign on behalf of the Signatory Air Carrier which states that the Annual Statement is true and correct in all respects to the best of the such person's knowledge and belief after due inquiry.
- 10.3 At any time during the term of this MOA, an Airport may contract with the Signatory Air Carrier's external auditor to conduct an audit of the Signatory Air Carrier's records solely with regard to the matters described in any Annual Statement delivered after January 1, 2004 and referred to in Section 10.1 in respect of the relevant fiscal year. Airports shall advise a Signatory Air Carrier within sixty (60) days after the due date of the Annual Statement of their intention to commission an audit. In the event that more than one Airport advises of the intention to commission an audit of a Signatory Air Carrier, all Airports will coordinate their action into a single audit process, although individual reports will be prepared for each participating Airport. Signatory Air Carriers shall make reasonable efforts to ensure that their external auditor accepts this audit assignment and at a reasonable fee which in any event shall not exceed that which the Signatory Air Carrier would have paid had the audit been carried out at its request, failing which, the Airport(s) may contract with an external auditor of their choice.
- 10.4 The Airport(s) shall be entitled to bill and collect the costs of such audit from the Signatory Air Carrier in the event that such audit shows that remittances by the Signatory Air Carrier are understated by three percent (3%) or more of the amount due and payable to the Airport under this MOA for the year in question. In the case where multiple audits are combined into a single audit process pursuant to Section 10.3, the allocation of cost based on the percentage variance criteria shall be on an Airport-by-Airport basis.

- 10.5 Any refunds owing or remittances required pursuant to the Annual Statement referred to in Section 10.1 or the audit referred to in Section 10.3 shall be paid, without interest, by an Airport or a Signatory Air Carrier as appropriate, within thirty (30) days of the receipt of such Annual Statement or audit report. Any refunds owing or remittances required but not paid within thirty (30) days shall be subject to interest as provided for in Section 9.7.
- 10.6 Annually, within 180 days of its fiscal year end, each Airport must provide to each Signatory Air Carrier at such Airport, a certification under section 8600, or its successor, of the Handbook of the Canadian Institute of Chartered Accountants from an external auditor (who is legally qualified in the jurisdiction of that Airport to issue a financial audit opinion) that:
- (a) the amount of AIF funds remitted to the Airport have been used only for the Program for which they were intended and that there has not been an over payment on the Program; and
 - (b) that Airport has been in compliance with Section 12.1.
- 10.7 In the event that an Airport does not provide that certification contemplated by Section 10.6 above, the Signatory Air Carriers may contract with an independent auditor to conduct an audit of that Airport in respect of the matters set out in Section 10.6. The Signatory Air Carriers shall be entitled to bill and collect the cost of such audit from that Airport.
- 10.8 If the audit referred to in Sections 10.6 or 10.7 above reveals that that Airport has utilized such AIF revenues in a manner which contravenes the terms of this MOA, then if:
- (a) that Airport has failed to remedy the default within 30 days of the auditor's report, or

- (b) that Airport has failed to present a plan, satisfactory to the Signatory Air Carriers, and proceeded diligently to implement such plan within 30 days of the auditor's report;

the Signatory Air Carriers may cease collecting and remitting the AIF until the default has been remedied to the satisfaction of the Signatory Air Carriers.

11.0 Application of AIF

- 11.1 Subject to the limitations described below, the AIF will apply to all departing enplaned passengers at a given Airport ("DEPAX passenger(s)").
- 11.2 For the purposes of this MOA, the term "ticket(s)" shall include paperless tickets where the equivalent of paper tickets with a travel itinerary for a passenger is kept in electronic form with a specific reference (commonly referred to as ticketless travel). A ticket may be comprised of a number of coupons.
- 11.3 The obligation imposed by an Airport pursuant to this MOA upon Signatory Air Carriers to collect and remit an AIF will not apply to a passenger (i) continuing a journey less than 4 hours after arrival at the Airport for domestic Canada and transborder itineraries and (ii) continuing a journey less than 24 hours after arrival at the Airport for international itineraries.

A passenger will be considered to be continuing a journey even though multiple air carriers may participate in the itinerary on one or more air carrier ticket(s).

- 11.4 The obligation imposed by an Airport pursuant to this MOA upon Signatory Air Carriers to collect and remit an AIF will not apply to airline employees travelling on business. For greater certainty, this includes duty travel of crews of one air carrier on another air carrier.

- 11.5 The obligation imposed by an Airport pursuant to this MOA upon Signatory Air Carriers to collect and remit an AIF will not apply to infants under two years of age for whom no ticket was purchased (even though a no cost ticket may have been issued in the name of the infant).
- 11.6 The obligation imposed by an Airport pursuant to this MOA upon Signatory Air Carriers to collect and remit an AIF will not apply to customers travelling on passes or other travel documents with discount codes ID/IN. However, customers travelling on frequent flier mileage redemption programs or promotional tickets (such as two for one tickets) do not qualify as ID passengers within the meaning of this Section 11.6. Signatory Air Carriers agree to make reasonable efforts to refine the technical data necessary to limit exemptions to infants (IN) and airline employees travelling on business. Toward this end, Signatory Air Carriers agree to report on progress towards limiting inadvertent exemptions at a time not later than one year after the signing of this agreement after which time the Parties shall enter into consultations regarding alternative means of limiting exemptions.
- 11.7 Regardless of which air carrier sells a ticket to a DEPAX passenger or whose designator code is on the passenger's ticket, the air carrier on whom the DEPAX passenger actually travels shall be the Party responsible for the collection and remittance of the AIF for that DEPAX passenger.

12.0 Non-Discriminatory Charges to Signatory and Non-Signatory Air Carriers or Their Passengers

12.1 An Airport shall not grant access to any of its terminal buildings on any less favourable terms and conditions to Signatory Air Carriers and their passengers having regard to the AIF charges remitted and paid by such persons than are provided to non-Signatory Air Carriers and their passengers. An Airport shall achieve such equalized treatment through or by way of reasonably equivalent charges. Airports shall provide to ATAC and the Signatory Air Carriers, annually, the report of an independent, external auditor certifying that that nothing has come to the attention of the auditor to indicate the Airport is not in compliance with this section.

12.2 Except with respect to the Memorandum of Agreement between ATAC, the Calgary Airport Authority, the Winnipeg Airport Authority and the Kelowna Airport Authority and various air carriers dated September 23, 1997, as amended, and with respect to any Multi-terminal Airports, Signatory Air Carriers will not enter into an agreement concerning the collection of an AIF with a Canadian national airport on more favourable terms than those extended to Airports in Articles 8, 9, 11, 13 and 35 of this MOA.

13.0 Air Carrier Consultation Process

13.1 Signatory Air Carriers may be obligated to collect and remit an AIF pursuant to this MOA only after the Air Carrier Consultation Process has been completed in accordance herewith. This consultation process must be conducted, *inter alia*, in accordance with Article 3 and shall include the following requirements:

- (a) When an Airport has decided to implement an AIF and wants the assistance of Signatory Air Carriers in collecting and remitting such AIF pursuant to this MOA, that Airport shall prepare and forward to the Chair and each member of the Airport's

ACC and to ATAC, a Program proposal and business plan setting out full details of and a rationale for the Program and notification to ATAC and to each Signatory Air Carrier of such proposal and business plan having been delivered. The proposal should include:

- (i) the cost, scope of work and construction period of each project within the Program;
 - (ii) the initial implementation date of the AIF, the initial amount of the AIF (which cannot be increased until 365 days after the AIF collection commencement date at the particular Airport) and a plan which sets out the anticipated AIF level and AIF revenue over the period required to recover the costs of the Program or extinguish the underlying debt incurred to finance the Program; and
 - (iii) the forecasts of traffic demand underlying the rationale for the Program.
- (b) After the delivery of the notice and information contemplated by Subsection 13.1(a):
- (i) an Airport may obtain the assistance of Signatory Air Carriers in collecting and remitting an initial Interim AIF limited to a maximum of C\$5 per DEPAX passenger, provided that Airport provides at least 90 days written notice to Signatory Air Carriers. The Interim AIF shall be collected for a term of one year, unless that Airport and the MII as determined in accordance with Section 3.3 agree to an extension. Notwithstanding any other provision of this MOA, the amount of the Interim AIF set out above shall not be subject to change by that Airport during this period; or, alternatively

- (ii) After the delivery of the notice and information contemplated by Subsection 13.1(a) but prior to completion of the consultative process contemplated by Section 13, should both the Airport and the MII as determined in accordance with Section 3.3 of the Signatory Air Carriers to the MOA on the ACC agree that it is desirable, an Airport may obtain the assistance of Signatory Air Carriers in collecting and remitting a conditional AIF in an amount agreed upon by the Airport and the MII as determined in accordance with Section 3.3 for a time period and upon any other conditions so agreed upon by the Airport and the MII as determined in accordance with Section 3.3, provided the Signatory Air Carriers receive at least 90 days prior written notice of the AIF collection commencement date (the "Preliminary AIF"). This Preliminary AIF shall be in effect for not less than 365 days from its commencement. Notwithstanding any provisions in this MOA to the contrary, the amount of the Preliminary AIF shall not be subject to any increases by that Airport. The MII as determined in accordance with Section 3.3 shall have the right to discontinue collection of the Preliminary AIF by giving 90 days notice on or after 365 days from the AIF collection commencement date if, in its view, the consultation process has not proceeded satisfactorily, or if it continues to oppose a Program proposal. The Airport shall not be entitled to require the collection and remittance of an AIF pursuant to both sections 13.1(b)(i) and 13.1(b)(ii) during the same time period and in the event the Airport proceeds with a Preliminary AIF, the Signatory Air Carriers shall not be required to collect or remit an AIF pursuant to section

13.1(b)(i) after the AIF collection commencement date for the Preliminary AIF.

- (c) The ACC shall have up to 180 days ("Phase One") to consider and discuss the Program and to request such other information as the ACC may, acting reasonably, require and request from the Airport in order to evaluate the Program with the Airport's officials. The Chair of the ACC will advise the Airport within 180 days of either its concurrence, its disagreement or its concurrence with exceptions to the Program submitted. The Signatory Air Carriers at that Airport shall arrive at its decision via an MII vote in accordance with Section 3.3. If there is concurrence with the Program, the Airport may, subject to this MOA, implement the AIF charging mechanism pursuant to Subsection 13.1(g)(i). If the Chair of the ACC does not advise the Airport in writing of the Phase One decision within 180 days of receiving the Program proposal, the Program is deemed to have concurrence. If the Airport's Program is not the subject of concurrence, the Chairman of the ACC or any Signatory Air Carrier will advise the Airport of the result of the vote of the Signatory Air Carriers. In the event that the Signatory Air Carriers at that Airport disagree or concur with the Program with exceptions and the Airport continues to want the assistance of Signatory Air Carriers in collecting and remitting an AIF pursuant to this MOA, the consultation process outlined below will continue with respect to those individual projects for which an exception was noted.

- (d) In the event that either the Signatory Air Carriers at that Airport disagree with or the Signatory Air Carriers at that Airport concur with exceptions to the Program in Phase One of the consultation process and the Airport continues to want the assistance of Signatory Air Carriers in collecting and remitting an AIF pursuant to this MOA, then, commencing on the date written notice is given under Subsection 13(1)(c), a one month consultation process ("Phase Two") will occur between the Airport's CEO and the CEO(s) (or their designates) of the Signatory Air Carriers forming the MII which

disagreed with the Program. Any agreement reached in Phase Two will be confirmed to the Airport in writing through the Chairman of the ACC or any Signatory Air Carrier, following ratification by the MII but within 15 days of the end of Phase Two.

- (e) In the event that no agreement is reached during Phase Two and the Airport continues to want the assistance of Signatory Air Carriers in collecting and remitting an AIF pursuant to this MOA, the Signatory Air Carriers forming the MII under Subsection 13.1(c) may, within 60 days, commencing at the conclusion of Phase Two ("Phase Three"), make an alternative proposal through the Signatory Air Carriers at that Airport provided that in the opinion of Signatory Air Carriers forming the MII under Subsection 13.1(c), the alternative proposal addresses all of the legitimate expansion requirements of the Airport over the term of the Program proposed by the Airport. The Airport will advise the Chairman of the ACC and all Signatory Air Carriers at that Airport in writing within 30 days of the conclusion of Phase Three whether it accepts or rejects the alternative proposal. If the Airport accepts the alternative proposal, the Airport may implement an AIF pursuant to Subsection 13.1(g)(i) of this MOA.
- (f) Should the Airport reject the alternative proposal made during Phase Three or if no alternative proposal is made, the Airport may, 24 months following the date upon which the Airport has provided to the Signatory Air Carriers at that Airport an Offer to Finance the proposed Program, conditional or otherwise, from a bona fide lender, group or syndicate of lenders, increase or initiate an AIF to be collected and remitted by Signatory Air Carriers, subject to the notification provisions of Subsection 13.1(g)(ii) of this MOA.
- (g) (i) Except as otherwise provided in Schedule F, following completion of the Air Carrier Consultation Process set out above, the Airport will advise each Signatory Air Carrier, in writing, at least 90 days prior to the collection

commencement date of the AIF, of the level of the AIF and the collection commencement date. The level of the AIF on the initial collection commencement date must be no greater than the level which was identified in the Airport's Program submission.

- (ii) Subsequent to the initial collection commencement date, in respect of an AIF implemented pursuant to Paragraph 13.1(g)(i) and subject to Subsection 13.1(h), an Airport may change the level of the AIF, subject to a minimum 90 days prior written notice to Signatory Air Carriers, (although the Airport shall endeavour to provide greater than 90 days notice where possible) provided that any such increase shall only apply to DEPAX passengers who purchase their tickets 60 days or more after the Signatory Air Carriers receive this written notice and are travelling on or after the effective date of such increase.

- (h) An Airport may introduce new projects during the period of a Program which shall constitute an amendment to the Program. These amendments shall, subject to the provisions of this Subsection 13.1(h), qualify for the assistance of Signatory Air Carriers in the collection and remittance of an AIF pursuant to this MOA. The amendments contemplated by this section relate to new projects or existing projects which have a change of scope, but do not include changes to project cost estimates resulting only from changes in the cost of construction. Should any proposed amendment result in an increase in capital spending of 10% or more of the Program previously implemented or if the proposed amendment would result in an extension of the estimated term of the AIF related to the original Program by three years or more, the proposed amendment will be subject to the terms of the Air Carrier Consultation Process as if it were a new Program.

- (i) The attached Schedule F to this MOA lists those capital construction programs which, as of the date of signing of this MOA, are deemed to have been approved by

the Signatory Air Carriers as a Program pursuant to the Air Carrier Consultation Process outlined in this MOA. In these cases, the Airport may proceed immediately with the AIF notification outlined in Subsection 13.1(g)(i) of the MOA.

14.0 AIF Term

14.1 No AIF implemented pursuant to this MOA shall have a term longer than that required to extinguish the underlying debt (including associated financing costs) incurred by the Airport to finance the proposed Program. Where possible and practical, a target date for the termination of an AIF will be agreed upon by the Parties at the time of imposition.

15.0 Information Disclosure

15.1 At the time an Airport presents a Program pursuant to Subsection 13.1(a) and so long as the Airport pursues the Program and/or an AIF has been imposed by an Airport and implemented with the assistance of Signatory Air Carriers pursuant to this MOA, the Airport shall provide to the Chair of the ACC and to each Signatory Air Carrier, with a copy to ATAC, the following information on an annual budgeted basis and an annual actual basis:

- (a) Cash flow statement for the Program indicating (as a minimum) net AIF revenues collected under this MOA, total expenditures on the Program, underlying debt incurred by the Airport to finance the Program and interest, bad debts related to the collection of the AIF and other debt service costs related to the debt incurred;
- (b) Statement of capital expenditures to date on the Program with reasonable detail on the composition of capital expenditures versus budget and indicating cost overruns, if any.

- 15.2 Each Airport shall provide, at its own cost, signage which advises passengers that the Airport is collecting an AIF for capital improvements at the Airport. The ACC shall be notified of the proposed signage and given 30 days to provide comments.
- 15.3 The Signatory Air Carriers, for informational purposes only, shall provide to the Airport on a monthly basis commencing on the date that an Airport becomes a signatory hereto, the number of non-revenue and revenue passengers of such Signatory Air Carrier that arrived and departed from the particular Airport in the prior month. This information shall not in any way relate or be used with respect to the calculation of AIF revenues remitted by a Signatory Air Carrier pursuant to this MOA.

16.0 Airside Infrastructure

- 16.1 The Parties recognize that, in addition to air carriers who utilize the air terminal building(s), all other aircraft operators ("Significant Users"), are material beneficiaries of ongoing Airport improvements to runways, taxi-ways, aircraft aprons and ramps, airfield lighting, airfield signage and airfield drainage ("Airside Infrastructure"). Each Airport shall implement a charging method for such Significant Users to contribute to Airside Infrastructure costs in such a fashion that Signatory Air Carriers and their passengers or customers are treated no less favourably than Significant Users and their passengers or customers relative to the respective benefits they receive from Airside Infrastructure. The Airport shall, in its sole discretion, make the determination that the said charging method implemented meets the criteria identified in this Section 16.1. It is agreed that this charging method envisages a process whereby landing fees or other airside related charges shall not, in total, exceed the costs associated with providing and maintaining Airside Infrastructure.

17.0 Term

17.1 The initial term of this MOA shall be for a period of 20 years commencing on May 31, 1999, provided that in those cases where debt arising from the agreed Program is not yet extinguished, the obligation to collect and remit AIF shall continue until such debt is extinguished. The Parties agree to meet 24 months prior to the expiry of this MOA to discuss renewal terms.

18.0 Applicable Law

18.1 This MOA shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws applicable in the Province of Ontario and, subject to Article 19, the Parties agree to be bound by the non-exclusive jurisdiction of the courts of the Province of Ontario.

18.2 Notwithstanding Section 18.1, in the case of a dispute between an individual Airport and an individual Signatory Air Carrier, this MOA shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws applicable in the province in which the Airport is resident and the Parties shall attorn to the jurisdiction of the courts of that province.

19.0 Dispute Resolution

19.1 Despite anything contained in the MOA to the contrary, in the event that a dispute or difference arises with respect to this MOA that cannot be resolved by negotiation between the Parties and the Parties do not agree to terminate this MOA, then in such event the Parties may agree to use the services of a mediator to attempt to resolve their dispute or difference and, failing agreement on the procedure to be followed, the mediation shall be conducted in accordance with the "Rules of Procedure for the Conduct of Mediations" of the Arbitration and Mediation Institute of Ontario.

19.2 In the event that the Parties choose not to mediate their dispute or difference or, if chosen, the mediation does not result in resolution of the dispute or the difference, and the Parties do not agree to terminate this MOA, then in such event any unresolved issue may be taken to any other appropriate dispute resolution process agreed to by the parties, including arbitration or an appropriate court process. Should arbitration be agreed upon, the arbitration will be conducted in accordance with the "Rule of Procedure for the Conduct of Arbitrations" of the Arbitration and Mediation Institute of Ontario.

20.0 Nature of Relationships

20.1 The Parties expressly disclaim any intention to create a partnership, joint venture, trust relationship or joint enterprise. Nothing contained in this MOA nor any acts of any Party taken in conjunction hereunder, shall constitute or be deemed to constitute a partnership, joint venture, or principal/agency relationship in any way or for any purpose except as the Signatory Air Carriers acting as agents for the Airports in collecting and remitting the AIF funds. Except as expressly set forth herein, no Party, shall have any authority to act for, or to assume any obligations or responsibility on behalf of, any other Party.

20.2 Although this MOA is made among multiple Airports and multiple Signatory Air Carriers, all Parties agree that once an AIF is implemented by a particular Airport pursuant to this MOA, all obligations with respect to such AIF collection shall be deemed to be direct contractual obligations between each Airport and each respective Signatory Air Carrier.

21.0 Indemnity

21.1 The Airports agree to indemnify and save harmless ATAC, the Signatory Air Carriers, and their respective shareholders, directors, officers, employees and agents from all losses, including all claims, demands, proceedings, losses, damages (including, without limitation, direct, indirect, incidental, special, exemplary, consequential or other damages), liabilities, deficiencies, costs and expenses (including, without limitation, all legal fees on a solicitor/client basis and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising directly or indirectly out of or in connection with any action by any person relating to the right of an Airport or Signatory Air Carrier to charge or collect an AIF in accordance with this MOA. Notwithstanding any other provision of this MOA, as long as the AIF mechanism contemplated by this MOA remains valid and in place, all costs incurred by an Airport in relation to this indemnity may, at the sole discretion of the Airport, be recovered by the Airport through the AIF mechanism established pursuant to this MOA. Nothing in this MOA shall require an Airport to indemnify a Signatory Air Carrier for any claim for damages arising out of the wilful misconduct or gross negligence of the Signatory Air Carrier.

22.0 Jurisdictional Restrictions

22.1 ATAC shall provide to each Airport a list, attached hereto as Schedule "E", which may be amended from time to time upon written notice to the Airports, of all countries ("jurisdictions") where the collection of an AIF as contemplated by this MOA is not permitted by law. Signatory Air Carriers shall not be required to collect or remit any AIF funds associated with tickets which are sold to persons physically present in the jurisdictions referred to in Schedule E, as amended from time to time. Prior to new jurisdictions being added to Schedule E, the Airports may seek an independent legal opinion as to the exclusion of collecting AIF revenues in such jurisdiction. In the event of a dispute regarding these additional jurisdictions, the matter shall be referred to arbitration pursuant to Article 19 of this MOA.

23.0 Mutual Agreement to Consult

23.1 The Parties to this MOA recognize that there are many complexities associated with the introduction of an AIF collection process as contemplated in this MOA and agree that a standing committee, which will be comprised of representatives of the Parties, will be established and will meet periodically to review issues associated with the administration of the MOA and attempt to reach mutual agreement on beneficial changes.

23.2 The Parties acknowledge and agree that this MOA may require amendment to facilitate the administration of taxes which may be applicable to AIF's collected pursuant to this MOA and in this respect the Parties agree to make such amendments as may be determined by ATAC and Signatory Air Carriers in an expeditious manner upon request provided that, such amendments would not materially reduce or impair the rights granted to Airports by the terms of this MOA.

24.0 Airport Specific Programs

24.1 For greater certainty, except as otherwise specifically provided in Sections 5.1 and 5.2, any Program shall relate only to the one (1) site-specific airport in respect of which the AIF is collected, notwithstanding that an Airport may own or operate more than one (1) airport.

25.0 Entire Agreement

25.1 This MOA supersedes, rescinds and revokes all negotiations, arrangements, letters of intent, brochures, representations, agreements and information conveyed, whether oral or in writing, between the Parties with respect to the subject matter hereof.

26.0 Headings

26.1 The division of this MOA into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience or reference only and shall not affect the construction or interpretation of this MOA.

27.0 Schedules

27.1 Subject to the clarification provided in Section 3.2 of this MOA, the documents attached as Schedules to this MOA form an integral part of this MOA as fully as if they were set forth herein in full.

28.0 Notice

28.1 All notices or other communications necessary for the purposes of this MOA ("Notice") shall be in writing and shall be delivered personally or by courier, or shall be sent by registered mail or by prepaid post or sent by facsimile, addressed,

- (a) in the case of an Airport, to each Airport listed on Schedule A or to such other address or facsimile number or addressed to such other person as the Airport may, from time to time, designate in writing to the other Parties:

- (b) in the case of ATAC or the Chairman of an ACC, to:

Chief Executive Officer
ATAC
255 Albert Street
Suite 1100
Ottawa, Ontario
K1P 6A9

Telephone: (613) 233-7727
Facsimile: (613) 230-8648

or to such other address or facsimile number or addressed to such other person as ATAC may, from time to time, designate in writing to the other Parties;

- (c) in the case of a Signatory Air Carrier, to each Signatory Air Carrier listed on Schedule B or to such other address or facsimile number or addressed to such other person as the Signatory Air Carrier may, from time to time, designate in writing to the other Parties.

28.2 Any Notice will be considered to have been received:

- (a) the case of facsimile, on actual receipt if the same is a business day, during normal business hours, and if not, then on the next business day, or

- (b) in all other cases, on the date of delivery.

28.3 If the postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any Notice shall be delivered personally, by facsimile or by courier.

29.0 Time of Essence

29.1 Time is of the essence under this MOA.

30.0 Non-Waiver

30.1 Any failure by a Party to rely on its strict legal rights hereunder shall not constitute a waiver of any other rights of that Party hereunder.

31.0 Partial Invalidity

31.1 If, for any reason whatsoever, any term, covenant or condition of this MOA, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

- (a) is deemed to be independent of the remainder of this MOA and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this MOA or any part thereof; and
- (b) continues to be applicable and enforceable to the fullest extent permitted by law against any persons and any circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

32.0 Extended Meanings

32.1 The word "hereunder" and similar expressions used in this MOA relate to the whole of this MOA, unless the context indicates otherwise. Words importing a particular gender shall include all genders.

33.0 Counterparts

33.1 This MOA may be executed in one or more counterparts and by the different parties hereto in separate counterparts, each of which when executed will constitute an original and all of which taken together shall constitute one and the same instrument. Transmission by facsimile, in accordance with Article 28, of an executed counterpart shall constitute good and valid delivery of the same.

34.0 Amendments

34.1 This MOA may be amended from time to time in the following manner:

- (a) Any Party may initiate an amendment to the MOA by formally giving notice (as outlined in Schedule C) to all Parties specified under Article 28.0.
- (b) Parties receiving a notice of amendment have 90 days to express consent or rejection of the proposed amendment.
- (c) Subject to Section 2.2 and Subsections 34.1(d) and (e), amendments to this MOA require the consent of the majority of the Airports and the majority of the Signatory Air Carriers (including both of the two largest Canadian air carriers as determined by passenger boardings in the calendar year immediately preceding the requested amendment sought by Airports and Signatory Air Carriers).

- (d) Subject to Section 2.2, amendments to Articles 8, 9, 11, 13, 34 and 35, of the MOA require the consent of 80% of the Airports and 80% of the Signatory Air Carriers (including both of the two largest Canadian air carriers as determined by passenger boardings in the immediately preceding calendar year).
- (e) Subject to Section 2.2, ATAC, an Airport and the Signatory Air Carriers as represented by the ACC at that Airport may agree to vary the provisions of this MOA as they apply at that Airport provided that, in no event whatsoever shall they derogate from, alter or amend the provisions of Articles 8, 9, 11, 13, 34 or 35 of this MOA and provided further that notice of such variation is given by ATAC, the Airport and the ACC to all other Parties to this MOA. For greater certainty, no such variation shall affect the provisions of this MOA at any other Airport or any other rights or obligations of any other Parties.
- (f) All notices of amendments and responses shall be sent to ATAC as outlined in Article 28.

35.0 ATAC Administration Fee

35.1 Airports agree to contribute proportionately a percentage of gross AIF collected to ATAC to cover ongoing administration functions in support of this MOA, as described in Schedule H of this MOA. The amount to be contributed shall be established annually through the presentation by ATAC of a budget for the information of the Airports. This budgeted amount may vary annually but shall not be less than .1% nor exceed .2% of amounts remitted by all Signatory Air Carriers on behalf of the Airports, together with applicable taxes. The apportionment of this cost amongst the Airports shall be on the basis of enplaned passengers at the Airports.

IN WITNESS WHEREOF, the duly authorized signatories of the respective Parties hereto have set their signatures this on the date indicated.

AIR TRANSPORT ASSOCIATION OF CANADA

Per: _____ Date:
MICHAEL SKROBICA

Title: Vice President Finance

OTTAWA MACDONALD-CARTIER INTERNATIONAL AIRPORT AUTHORITY

Per: _____ Date:
PAUL BENOIT

Title: President and Chief Executive Officer

AIR CANADA

Per: _____ Date:

Title:

CANADIAN AIRLINES INTERNATIONAL LTD.

Per: _____ Date:

Title:

SCHEDULE A

Airports

Name Of Airport Authority

Specific Airport Which Is Included

Mr. John Weerdenburg
Vice-President & CFO
**Ottawa Macdonald-Cartier
International Airport Authority**
50 Airport Road
Gloucester ON K1V 9B4
T: 613-248-2000 ext 1107 F: 248-2067
Email: weerdej@ottawa-airport.ca

Ottawa International Airport

Mr. Steve Burchi
Regina Airport Authority
#1 - 5201 Regina Avenue
Regina, SK S4W 1B3
T: 306-761-7563 / F: 306-761-7559
Email: sburchi@yqr.ca

Mr. Bill Restall
President & CEO
Saskatoon Airport Authority
2625 Airport Drive, Suite 3
Saskatoon SK S7L 7L1
T: 306-975-6464 / F: 306-975-4233
Email: billrestall@yxe.ca

Mr. Rex LeDrew
President
St. John's International Airport Authority
Airport Terminal
80 Airport Terminal Access Road
St. John's, NF A1A 3R1
T: 709-747-5188 / F: 709-758-8521
Email: rledrew@stjohnsairport.com

Mr. Richard Paquette
Victoria Airport Authority
Victoria International Airport
201-1640 Electra Boulevard
Sidney BC V8L 5V4
T: 250-953-7500 ? / F: 250-953-7509
E: richard.paquette@victoriaairport.com

Mr. Wayne Ford
Controller
Winnipeg International Airport
2000 Wellington Avenue, Room 249
Winnipeg MB R3H 1C2
T: 204-987-9461 / F: 204-987-9401
Email: wford@waa.ca

Mr. Scott Clements
President & C.E.O.
Edmonton Regional Airports Authority
P.O. Box 9860
Edmonton AB T5J 2T2
T: 780-890-8929 / F: 780-890-8520
E: sclements@edmontonairports.com

Mr. S. J. Baker
President and C.E.O.
London International Airport
1750 Crumlin Road
London ON N5V 3B6
T: 519-452-4042 / F: 519-453-6219
Email: sbaker@londonairport.on.ca

Mr. R. J. Watson, AMCT, CMO
City Clerk
City of Timmins
220 Algonquin Boulevard East
Timmins ON P4N 1B3
T: 705-264-1331 / F: 705-360-1392

President & Chief Executive Officer
The Calgary Airport Authority
2000 Airport Road N.E.
Calgary AB T2E 6W5
T: 403-735-1244 / F: 403-735-1286
Email: gartha@yyc.com

Frank J. Jakowski, CA
Vice President Finance & CFO
The Calgary Airport Authority
2000 Airport Road N.E.
Calgary, Alberta T2E 6W5
T: 403-735-1207 / F: 403-735-1286
Email: frankj@yyc.com

Mr. Dennis Shigematsu
Director of Corporate Services
County of Lethbridge ? 26
#100, 905 – 4th Avenue South
Lethbridge, AB T1J 4E4
T: 403-328-5525 / F: 403-328-5602
E: dshigematsu@county.lethbridge.ab.ca

Ms. Noreen Redman
Airport Administration Manager
The Kelowna International Airport
#1 – 5533 Airport Way
Kelowna, BC V1V 1S1
T: 250-765-5125 / F: 250-765-0213
Email: nredman@city.kelowna.bc.ca

Ms. Joyce F. Carter, CA
Vice President & CFO
Halifax International Airport Authority
1 Bell Boulevard
Enfield, NS B2T 1K2
T: 902-873-6302 / F: 902-873-4750
Email: carterj@hiala.ca

Ms. Brenda Calce
Airport Manager
**Sault Ste Marie Airport
Development Corporation**
Sault Ste Marie Airport
R.R. #1, Box #1
Sault Ste Marie ON P6A 5K6
T: 705-779-3031 / F: 705-779-3371
Email: info@saultairport.com

President and Chief Executive Officer
Aéroport de Québec inc.
500, rue Principale
Jean Lesage International Airport
Sainte-Foy (Québec) G2G 2T9
T: 418-640-2742 / F: 418-640-2656
Email:

Mr. Stewart Steeves
Vice President, Finance & CFO
Hamilton International Airport
9300 Airport Road, Suite 2206
Mount Hope ON L0R 1W0
T: 905-679-1999 ext 230 / F: 905-679-0632
Email: ssteeves@yhm.com

Mr. Gary R. Vey
President & CEO
**Gander International Airport
Authority Inc.**
P.O. Box 392
Gander NF A1V 1W8
T: 709-256-6668 / F: 709-256-6725
E: QX.Airport@NF.Sympatico.ca

Mr. Alvin Maier
Managing Director
North Peace Airport Services
Box 6490
Fort St. John, BC V1J 4H9
T: 250-787-0426 / F: 250-785-6015
Email: alvin_maier@fsjairport.com

Mr. Chuck Fast
President & General Manager
Comox Valley Airport Commission
Box 482
Lazo, BC V0R 2K0
T: 250-890-3123 / F: 250-890-0829
Email: cvac@mars.ark.com

Mr. Brian Grant
CEO
Grande Prairie Airport Commission
Grande Prairie Airport
Suite 220, 10610 Airport Drive
Grand Prairie, AB T8V 7Z5
T: 780-539-5270 / F: 780-532-1520
Email: bgrant@telusplanet.net

Ms. Sophie Hennion
Vice-President
Marketing and Airline Development
Aéroports de Montréal
1100, René-Lévesque Blvd W, Room 2100
Montréal (Québec) H3B 4X8
T: 514-394-7251 / F: 514-394-7356
Email: sophie.hennion@admtl.com

Mr. Stieg Hoeg
Airport General Manager
Prince George Airport Authority Inc.
4141 Airport Road - 10
Prince George, BC V2N 4M6
T: 250-963-2400 / F: 250-963-3313
Email: shoeg@pgairport.ca

Mr. Tom Hutchings
Airport Manager
Stephenville Airport Corporation
13 Tennessee Drive
Stephenville, Newfoundland A2N 2Y3
T: 709-643-8455 / F: 709-643-1293
Email: tomhutchings@cyjt.com

SCHEDULE B

Signatory Air Carriers

Mr. David Robinson
Senior Director, Corporate Real Estate
Air Canada
Air Canada Center 1443 - Bldg 4-4th Floor
P.O. Box 9000/ C.P. 9000
Station Airport/ Succursale Aéroport
Dorval, Quebec H4Y 1C2
T: 514-422-5100/0600 / F: 514-422-5191
Email: david.robinson@aircanada.ca

Ms. Jolene Mahody
Director
Commercial and Resource Planning
Air Canada Jazz
310 Goudey Drive
Halifax International Airport
Enfield NS B2T 1E4
T: 902-873-5070 F: 902-873-2098
Email: jolene.mahody@flyjazz.ca

Mr. Franco Giampa
Director Airports
Air Canada Jazz
1000 Air Ontario Drive
London ON N5V 3S4
T: 519-659-5552 (or 1-800-559-7085 ext 5552)
F: 519-453-0063
Email: franco.giampa@flyjazz.ca

~~Ms. Shirley Campling
Secretary-Treasurer
La Ronge Aviation Services Ltd.
Box 320
La Ronge, SK S0J 1L0
* merged with Transwest Air~~

Mr. Jim Glass
Managing Partner
Transwest Air
P.O. Box 100
Prince Albert SK S6V 5R4
T: 306-764-1404 / F: 306-763-1313
Email: jim.glass@transwestair.com

Mr. Mark S. Buchholz
Regional Director-Airport Affairs
United Air Lines Inc.
P.O. Box 66100
Chicago, IL 60666
U.S.A.
T: 847-700-4549 / F: 847-700-4841
Email: mark.buchholz@ual.com
{courier address: }
{1200 East Algonquin Road }
{Elk Grove Township, IL 60007}

Mr. Stephen Nourse
Director, Planning & Projects
First Air
3257 Carp Road
Carp ON K0A 1L0
T: 613-839-3340 ext. 247 / F: 613-839-5690
Email: snourse@firstair.ca

Mr. Rick Baratta
Vice President Finance
Bearskin Airlines
1475 West Walsh Street
Thunder Bay ON P7E 4X6
T: 807-474-2606 F: 474-2608
Email: rbaratta@bearskinairlines.com

~~Traffic Manager *no longer in operation
Pem Air Ltd.~~

Mr. Ralph C. Miller
Director
Properties & Facilities Administration
US Airways, Inc.
2345 Crystal Drive
Arlington, VA 22227, U.S.A.
T: 703-872-5956 / F: 703-872-5979
Email: rcm@usairways.com

Mr. J. Richard Bradley
Manager
Passenger Sales processing
US Airways
5630 University parkway
Winston-Salem, NC 27105
U.S.A.
T: 336-744-4702 / F: 336-744-4500
Email: jrbrad@usairways.com

Mr. Philip Earle
Customer Service Manager
Air Labrador
P.O. Box 310, Station A
Happy Valley Goose Bay
Labrador NF A0P 1S0
T: 709-896-6741 / F: 709-896-8905
Email: pearle@pikegroup.com

Mr. George Petsikas
Director, Govt and Industry Affairs
Air Transat
11600 Cargo Road A1
Montreal International Airport
Mirabel QC J7N 1G9
T: 450-476-1011 F: 450-476-7925
Email: gpetsikas@airtransat.com

~~Canada 3000 Airlines~~ *no longer in operation
~~Toronto ON~~

Mr. Ken Stevens
Director of Airport Affairs
Horizon Air
19521 International Blvd.
Seattle, Washington 98188
U.S.A.
T: 206-431-4516 F: 206-248-6200
Email: ken.stevens@horizonair.com

Mr. Dirck Van Vliet
VTOGPM-P
Lufthansa German Airlines
26 Wellington Street E, 7th Floor
Toronto ON M5E 1S2
T: 416-360-3684 F: 416-360-3605
E-mail: dirck.van-vliet@dlh.de

Mr. Alain Laplante
Chief Financial Officer
Air Creebec Inc.
101, 7th Street
P.O. Box 430
Val d'Or, QC J9P 4P4
T: 819-825-8355 F: 819-825-0208
Email: laplantea@aircreebec.ca

Mr. Don Bell
Senior Vice President
WestJet
5055 - 11 Street N.E.
Calgary, AB T2E 8N4
T: 403-444-2622 F: 403 444-2475
Email: dbell@westjet.com

Mr. Bill Lamberton
Vice President, Marketing & Sales
WestJet
T: 403-444-2610 F: 403-444-2261
Email: blamberton@westjet.com

Mr. J.G. Dobson
Senior Accountant
WestJet
T: 403-444-2520 / F: 403-444-2502
E-mail: jdobson@westjet.com

Mr. Don MacLellan
Vice President, Finance
Canadian North
Suite 300, 5201 - 50th Avenue
Yellowknife, NT X1A 3S9
T: 867-669-4000 F: 867-669-4040
Email: dmaclellan@cdn-north.com

~~Jeelandaair~~ *no longer in operation
~~Halifax NS~~

Mr. Len Corrado
Vice President, Commercial Operations
Skyservice
31 Fasken Drive
Etobicoke, ON M9W 1K6
T: 416-679-5810 / F: 416-679-5918
Email: len_corrado@skyservice.com

Mr. Alec Stewart
Skyservice
31 Fasken Drive
Etobicoke, ON M9W 1K6
T: 416-679-5810 / F: 416-679-5915
Email: alec_stewart@skyservice.com

Mr. John Giesbrecht
President
Airspeed Aviation Inc.
#3-30440 Liberator Avenue
Abbotsford BC V2T 6H5
T: 604-852-9245 / F: 604-852-9295
*** (do not send him general information)*

Mr. David Rossi
Director of Finance
Pacific Coastal Airlines
117-4440 Cowley Crescent
Richmond BC V7B 1B8
T: 604-214-2359 / F: 604-273-8343
Email: david@pacific-coastal.com

Mr. Tim Vaillancourt
Vice President Operations
Provincial Airlines
P.O. Box 29030, Hangar #4
St. John's International Airport
St. John's, NF A1A 5B5
T: 709-576-1800 / F: 709-576-1802
Email: tvallancourt@provair.com

Raymond Moore
Principal, Corporate Real Estate
American Airlines, Incorporated
P.O. Box 619616 - MD 5317
DFW Airport, TX 75261-9616
USA
T: 817-967-1310 F: 817-967-3111
Email: raymond.moore@aa.com

Mr. Chris Kelly
I.M.P. Group Limited
CanJet Airlines Division
Halifax International Airport
677 Barnes Road, Hangar 7, PO Box 970
Enfield, NS B2T 1R6
T: 902-873-7891 F: 902-873-2617
Email: chris.kelly@canjet.com

Mr. Douglas McCrea
President
Central Mountain Air Ltd.
Box 998
Smithers, BC V0J 2N0
T: 250-877-5000 / F: 250-847-3744
Email: dmccrea@cmair.bc.ca

Mr. Yves Lacasse
Vice-President Finance
Jetsgo Corporation
7800 Cote-de-Liesse
St. Laurent, Quebec H4T 1G1
T: 514-344-7120 / F: 514-733-5076
Email: ylacasse@jetsgo.net

Mr. Stephen Smith
President & CEO
Zip Air Inc.
8050 - 22nd Street N.E.
Calgary, AB T2E 7H6
T: 403-663-7901 / F: 403-663-7998
Email: stephen.smith@4321zip.com

Mr. Gabriel Vidal
General Manager, USA/Canada
Air Plus Comet
420 Lexington Avenue, Suite 2631
New York, NY 10170
U.S.A.
T: 212-983-1277 / F: 212-983-1156

Mr. Tim Attley
Vice-President, Ground Operations
Zoom Airlines Inc.
160 Elgin Street, Suite 2406
Ottawa, ON K2P 2C4
T: 613-760-4721 / F: 613-231-7340
Email: tim.attley@flyzoom.com

Mr. Olivier Schlegel
General Manager for Canada
Swiss International Air Lines Ltd.
1555 Peel, Suite 800
Montreal, Quebec H3A 3L8
T: 514-954-5600 X 6610 / F: 514-954-5619
Email: olivier.schlegel@swiss.com

Mr. George Paquette
Station Manager
Czech Airlines
2020 University, Ste 2210
Montreal, Quebec H3A 2A5
T: 514-844-4200/844-6376
G: 514-844-5742
Email: airport.cgo.yul@czechairlines.com

Mr. Juan Ceballos
Tax Manager, US & Canada
Mexicana Airlines
9841 Airport Boulevard
Suite 400
Los Angeles, CA 90045
U.S.A.
T: 310-258-8285 / F: 310-646-0465
Email: juan.cebaldos@mexicana.com.mx

Mr. Stelios Paterakis
Manager Canada
Olympic Airlines S.A.
80 Bloor Street West, Suite 503
Toronto, ON M5S 2V1
T: 416-964-7137 / F: 416-920-3686
Email: ytooa@centtel.com

Mr. Armand Essiminy
Vice President – Finance for Canada
Société Air France
2000, rue Mansfield, Bureau 1510
Montréal (Québec) H3A 3A3
T: 514-847-5050 / F: 514-847-5027
Email: aressiminy@airfrance.fr

Ms. Linda M. Mitchell
Vice President & General Counsel
America West Airlines, Inc.
4000 Sky Harbor Boulevard
Phoenix, AZ 85034
U.S.A.
T: 480-693-5838 / F: 480-693-5155

Mr. Thierry Briand
General Manager
Air Saint-Pierre
18 Rue Albert-Briand
B.P. 4225
97500 Saint-Pierre et Miquelon
France
T: 011-508-41-0007 / F: 011-508-41-0002
Email: tbriand@airsaintpierre.com

Mr. John Drpich
Area Director Ground Services
The Americas
KLM Royal Dutch Airlines
Kennedy International Airport
Jamaica, NY 11430
U.S.A.
T: 718-995-7210 / F: 718-656-3435
Email: john.drpich@klm.com

Mr. Karan Deswal
Director Ground Services
Canada & Northern U.S.A.
KLM Royal Dutch Airlines
Lester B. Pearson International Airport
P.O. Box 81
Toronto, ON L5P 1A2
T: 905-612-6733 / F: 905-612-1387
Email: karan.deswal@klm.com

Mr. Abdul M. Houssami
Accounts Manager
Royal Jordanian Airlines
1801 McGill College Avenue, Suite 940
Montreal, Quebec H3A 2N4
T: (514) 288-1655 / F: (514) 288-7572
Email: ahussami@rja.com.jo

General Counsel, NA
British Airways Plc
North American Headquarters
75 – 20 Astoria Boulevard
Jackson Heights, NY 11370
U.S.A.
T: (347) 418-4385 / F: (347) 418-4204

Mr. Farid Zamakhchari
General Manager, Canada
Royal Air Maroc
1001, de Maisonneuve West, Suite 430
Montreal, Quebec H3A 3C8
T: 514-285-1688 / F: 514-285-1878

Mr. Osama Gharib
General Manager
EgyptAir
630 René-Lévesque Blvd West
Suite 2860
Montreal, Quebec H3B 1S6
T: 514-875-9990 ext 223 / F: 514-875-5105

Mr. José Augusto Pavão de Sousa
Finance Director
SATA Internacional
Seviços e Transportes Aéreos, S.A
Av. Infante D. Henrique, 55-6º
9504 - 528 Ponta Delgada
Portugal
T: 351.296.209.751 / F: 351.296.209.752
Email: pdlaasp@sata.pt

Ms. Kirsty Thomson
Accounting Department
Air North Ltd.
150 Condor Road
Whitehorse, YT Y1A 6E6
T: 867-668-6443 / F: 867-456-3111
Email: kthomson@flyairnorth.com
Ms. Marlene Mercier
Québecair Express Inc.
C.P. 10
L'Ancienne-Lorette, QC G2E 3M2
T: 418-871-1125 / F: 418-871-9811
Email: m.mercier@quebecairexpress.com

Mr. Chris Cowan
Kelowna Flightcraft
#1 5655 Airport Way
Kelowna, BC V1V 1S1
T: 250-765-7289 / F: 250-491-5504
Email: chrisc@flightcraft.ca

Mr. Rick Hill
Vice President, Marketing
& Commercial Alliances
Helijet International Inc.
5911 Airport Road South
Richmond, BC V7B 1B5
T: 604-273-4688 / F: 604-273-5301
Email: rickhill@helijet.com

SCHEDULE C

Accession Form

TO: [Existing Parties to MOA]
RE: Accession to Memorandum of Agreement dated ■

The [Airport/Signatory Air Carrier], having received a copy of the Memorandum of Agreement dated ■ between the Air Transport Association of Canada, certain Airports and certain Signatory Air Carriers, and desiring to be a Party to that Memorandum of Agreement, and now providing consideration of one dollar (\$1.00), in Canadian funds, to each of the existing Parties to the Memorandum of Agreement, hereby agrees to be bound to the Memorandum of Agreement and to abide by its terms and conditions.

DATE: _____

SIGNATURE

TITLE

SIGNATURE

TITLE

Any Notice pursuant to the Memorandum of Agreement should be sent to:

(Company Name and Full Mail Address)

(Contact Name, Title, Telephone Number & Facsimile Number)

SCHEDULE D

ACC Operating Terms of Reference

AIRLINE CONSULTATIVE COMMITTEE (ACC)

1. OBJECTIVES

- To provide a forum for airlines at an airport to discuss and analyse matters of common interest and concern with respect to the operation of the airport.
- To consolidate airline views on an issue(s) and officially present such views to the airport operator.
- To act as the on-site consultative representative of the airlines with the airport operator in respect of all capital projects or programs, all fees and charges and all exclusive rentals at the airport which will have a financial impact of any kind on the airlines or airline passengers and any other matters having a material impact on airline operations at the airport.
- To perform the obligations assigned to it as set out in any agreement between the airport operators and the airlines and/or ATAC.

2. ESTABLISHMENT

- An ACC shall be established at each National airport and, where a consensus exists amongst airlines serving the airport, at each Regional/Local airport. National and Regional/Local airports mean those airports as defined in the National Airports Policy of July 1994 and as listed in Appendix 'A' hereto.

3. MEMBERSHIP

- Voting membership is open to all airlines and/or their duly designated representative serving an airport on a regular and consistent basis.
- ATAC shall be an ex officio non-voting member of all ACCs and, at airports served by their non-Canadian airline membership, IATA and ATA shall be non-voting members ex officio.
- Each airline shall appoint a single official representative to exercise that airlines voting rights and may change this person at any time.
- Each airline may invite other company personnel with appropriate qualifications to attend ACC meetings when considering major capital projects or programs proposed by an airport.

- In order to ensure coordination with the day-to-day operations of the airlines, the ACC may invite the Chairman of the Airport Operator's Committee (AOC), to attend any meeting of the ACC as a non-voting participant.

4. GOVERNANCE

- Each ACC shall meet at least once every 12 months and additionally at the call of the Chair or upon request of any member airline.
- Each ACC shall appoint a Chairman from amongst the largest Canadian air carriers serving the airport based on passenger volumes of the airport. The ACC may also appoint a Vice-Chairman and a Secretary from amongst their voting members. Those officers shall hold office until the ACC or the voting member airlines appoints their successors.
- The officers shall retain their voting rights as their airlines' official representatives.
- The Chairman shall give notice of all ACC meetings to the members and shall preside over all such meetings and shall arrange for the recording and circulation to the members of the minutes of all ACC meetings.
- The ACC may appoint and set the mandate of sub-committees and/or specialist working groups to study and report to the ACC, through the Chairman, on any matter. Membership on such sub-committees or working groups is open to airline employees or advisors designated by the airline official representative to the ACC.
- The Chairman shall ensure that copies of the minutes of the ACC meetings are made known to and co-ordinated with ATAC, IATA and ATA as the case may be.
- The official representative of each ACC member airline shall be entitled to vote on any matter coming before the ACC which requires a vote. To be voted on, a motion must be proposed and seconded by airline official representatives.
- While consensus is the goal, it is recognized that some issues coming before the ACC may require a vote. For matters having a material financial impact on all ACC members, a motion will not be considered carried unless it passes with the concurrence of those ACC members whose total passenger traffic at the airport is at least 66% of the airport's total passenger traffic as determined from the previous calendar year's total traffic. For motions not having a material financial impact on all ACC members, a simple majority of 51% of members present and voting is sufficient to carry the motion.

- No motion may be voted upon unless notice in writing of the motion was given to all ACC members at least seven (7) days prior to the meeting at which the motion is to be introduced.
- Voting "in absentia" is permissible if done in writing. Proxy voting is also permissible if done in writing by authorizing another ACC official airline representative to cast the absent members ballot.
- ACC meetings are closed to anyone other than airline employees, airline advisors and representatives of ATAC, ATA or LATA except when persons are expressly invited by the Chairman, e.g. airport management.

SCHEDULE E

Excluded Jurisdictions

BOLIVIA

CHILE

COLOMBIA

COSTA RICA

ECUADOR

EL SALVADOR

GUATEMALA

IRAN

IRAQ

LIBYA

PERU

SAUDI ARABIA

VENEZUELA

URUGUAY

SCHEDULE F

Capital Programs Deemed to Have Been Approved

OTTAWA INTERNATIONAL AIRPORT AUTHORITY

Combined Services Building

The Combined Services Building is a new facility to be constructed which will combine and replace both the existing Fire Hall and the existing Maintenance Garage in one combined new location on the southeast side of the intersection of runways 07/25 and 14/32 next to taxiway Echo at Ottawa International Airport. The estimated cost of this facility is \$7 million.

SCHEDULE F

Capital Programs Deemed to Have Been Approved

CALGARY AIRPORT AUTHORITY

Ten-year Capital Expansion Program (1997 to 2006) as originally approved by the ACC at Calgary pursuant to a letter dated December 31, 1996 from the Chairperson of the ACC and further updated by the revised 10 year capital program (1998 to 2007) as approved by the ACC at Calgary pursuant to a letter dated April 13, 1999 from the Chairperson of the ACC. For greater certainty it is expressly recognized that this approved capital program includes an AIF funded project titled "96th Avenue" which is physically located off-airport and therefore represents an exception to the conditions imposed on the use of AIF revenues in Section 5.1 of this Agreement.

SCHEDULE F

Capital Programs Deemed to Have Been Approved

KELOWNA AIRPORT

Three-year Capital Expansion Project at Kelowna pursuant to minutes of an ACC meeting held November 24, 1997.

SCHEDULE F

Capital Programs Deemed to Have Been Approved

WINNIPEG INTERNATIONAL AIRPORT

Five-year Capital Expansion Program (1998-2003) as approved by the ACC at Winnipeg pursuant to a letter dated April 7, 1998 from the Chairman of the ACC.

SCHEDULE F

Capital Programs Deemed to Have Been Approved

VANCOUVER INTERNATIONAL AIRPORT

The 10 Year Capital Plan, which means the plan described in the document entitled "10 Year Capital Plan Update November 2003" presented to the ACC at its December 2, 2003 meeting. As more fully described in that document, the capital projects forming the 10 Year Capital Plan include:

1. ITB Expansion and Upgrades
2. Sustaining and Restoration Projects
3. RAV Line
4. DTB Upgrade and Expansion
5. Airfield Projects
6. Baggage System Upgrades/Expansion
7. Roads/Parking
8. CATSA Funded HBS

For greater certainty, it is recognized that the RAV Line described above includes the rapid transit line and related facilities connecting the on-Airport portion of RAV to the main line in Richmond, which will be located off the Airport, and the inclusion of the RAV Line in the approved 10 Year Capital Plan represents an express exception to the restrictions imposed in Section 5.1 with respect to the use of AIF revenues.

SCHEDULE G
Airport Improvement Fee
Monthly Remittance Form
Airport

Air Carrier _____ Month _____ Year
 Current Month DEPAX _____ X _____ =
 A.I.F. Rate _____ Gross Remittance _____ =

	Gross AIF Remittance (per above)	Less	Handling Fee @ ____%	=	Net Remittance to Airport
Before Tax		Less		=	
<u>Applicable Tax</u> GST.....% HST.....% QST.....%		Less		=	
Total		Less		=	
					Remit this Amount

This compliance certificate is delivered to [Airport] pursuant to Article 9.5 of the Memorandum of Agreement (the "MOA") dated as of _____ between the Air Transport Association of Canada and Signatory Air Carriers and certain Airports.

I _____ (name) _____ (title) _____ (airline) certify that, to the best of my knowledge, information and belief, the AIF remittance for the month of _____ (month):

Proper and responsible due diligence has been exercised in establishing the remittance by personnel understanding the importance to the Airport of establishing the correct number of DEPAX passengers subject to the AIF (as defined in the MOA). I give this compliance certificate in my capacity as _____ (title) and no personal liability is assumed in the giving of this certificate.

(signature)

(date)

SCHEDULE H

ADMINISTRATIVE DUTIES OF THE AIR TRANSPORT ASSOCIATION OF CANADA

The Air Transport Association of Canada shall:

1. Carry out the administrative duties noted in paragraph 35.1 of the Memorandum of Agreement on Airport Improvement Fees dated May 31, 1999, as follows -
 - 1) Mandate - The Air Transport Association of Canada shall act as Administrator for and Secretariat on behalf of the Memorandum of Agreement on Airport Improvement Fees dated May 31, 1999. These duties shall include:
 1. Advising Signatories and other interested parties (e.g. CRSs) of:
 - (1) new Signatories
 - (2) changes to AIF rates
 - (3) proposed amendments to the Agreement
 2. Establish and support the Technical Committee noted under section 23.1 of the MOA.
 3. To inform Signatories (chiefly new entrants) or other interested parties on the terms of the Agreement.
 4. To attempt to settle disputes by means of discussion and, if necessary, obtaining legal opinions to guide Signatories.
 - 2) Budget - ATAC shall submit a budgeted amount to the Signatory Airports no later than October 1 of each year and the Airports shall have until October 30 of each year to comment and add items to the budgeted amount. The budgeted amount shall contain sufficient detail to identify tasks noted in (a) above. A comparative of actual expenditures in the prior year ended September 30 shall be provided.
 - 3) Apportionment - Airports shall provide annual passenger volumes to ATAC in accordance with section 8 of the MOA.

AIRPORTS IN THE NATIONAL AIRPORTS SYSTEM

KELOWNA, B.C.
PRINCE GEORGE, B.C.
VANCOUVER, B.C.
VICTORIA, B.C.
CALGARY, ALTA.
EDMONTON, ALTA.
REGINA, SASK.
SASKATOON / JOHN G. DIEFENBAKER, SASK.
WINNIPEG, MAN.
LONDON, ONT.
OTTAWA / MACDONALD-CARTIER, ONT.
SUDBURY, ONT.
THUNDER BAY, ONT.
TORONTO / LESTER B. PEARSON, ONT.
MONTREAL / DORVAL-MIRABEL, QUE.
QUEBEC CITY / JEAN LESAGE, QUE.
FREDERICTON, N.B.
MONCTON, N.B.
SAINT JOHN, N.B.
HALIFAX, N.S.
CHARLOTTETOWN, P.E.I.
GANDER, NFLD.
ST. JOHN'S, NFLD.
YELLOWKNIFE, NWT
WHITEHORSE, YUKON

AIRPORTS IN THE REGIONAL/LOCAL CATEGORY

QUESNEL, B.C.
PRINCE RUPERT, B.C.
KAMLOOPS, B.C.
NANAIMO, B.C.
CRANBROOK, B.C.
CASTLEGAR, B.C.
TERRACE, B.C.
FORT ST. JOHN, B.C.
PENTICTON, B.C.
CAMPBELL RIVER, B.C.
SMITHERS, B.C.
COMOX, B.C.
ABBOTSFORD, B.C.
DAWSON CREEK, B.C.
WILLIAMS LAKE, B.C.
FORT NELSON, B.C.
POWELL RIVER, B.C.
PORT HARDY, B.C.
RAINBOW LAKE, ALTA.
GRANDE PRAIRIE, ALTA.
LETHBRIDGE, ALTA.
FORT MCMURRAY, ALTA.
PEACE RIVER, ALTA.
LA RONGE, SASK.
URANIUM CITY, SASK.
PRINCE ALBERT, SASK.
THOMPSON, MAN.
THE PAS, MAN.
NORWAY HOUSE, MAN.
BRANDON, MAN.
FLIN FLON, MAN.
DAUPHIN, MAN.
LYNN LAKE, MAN.
GILLAM, MAN.
DRYDEN, ONT.
KAPUSKASING, ONT.
GORE BAY, ONT.
TIMMONS, ONT.
SAULT STE. MARIE, ONT.
TORONTO ISLAND, ONT.
WINDSOR, ONT.
NORTH BAY, ONT.
SARNIA, ONT.
HAMILTON, ONT.
PICKERING, ONT. (UNDEVELOPED)
RED LAKE, ONT.
KENORA, ONT.
PEMBROKE, ONT.
EARLTON, ONT.
FORT FRANCES, ONT.
GASPE, QUE.
RIMOUSKI, QUE.
SEPT-ILES, QUE.
VAL D'OR, QUE.
BAGOTVILLE, QUE.
ROUYN, QUE.
BAIE-COMEAU, QUE.
MONT-JOLI, QUE.
HAVRE ST. PIERRE, QUE.
ALMA, QUE.
CHATAM, N.B.
CHARLO, N.B.
ST. LEONARD, N.B.
YARMOUTH, N.S.
SYDNEY, N.S.
CHURCHILL FALLS, NFLD.
DEER LAKE, NFLD.
GOOSE BAY, NFLD.
WABUSH, NFLD.
STEPHENVILLE, NFLD.
ST. ANTHONY, NFLD.

SCHEDULE I

Vancouver International Airport AIF Rates

Rates by destination of DEPAX passenger (plus applicable taxes):

Within British Columbia \$5
or the Yukon

Within North America \$10
(not including BC or the Yukon)

Outside of North America \$15
(including Hawaii and Mexico)

Connecting passengers are exempt from payment of AIF.

The rates at Vancouver International Airport may be changed in accordance with the provisions of Section 6.3 of this MOA without having to amend this MOA.

This is **Exhibit "B"** referred to in the Affidavit of Nicole Stefaniuk, affirmed before me at City of Winnipeg, in the Province of Manitoba, this 23rd day of May 2024



Andrew Stewart
A BARRISTER-AT-LAW entitled to practice
in and for the Province of Manitoba



**WINNIPEG
AIRPORTS AUTHORITY**

WINNIPEG AIRPORTS AUTHORITY INC.

TARIFF OF AVIATION FEES

Effective April 1, 2021

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PAYMENT TERMS AND CONDITIONS OF USE

The Winnipeg James Armstrong Richardson International Airport (the "Airport") is operated by Winnipeg Airports Authority Inc. ("WAA"). WAA has duly imposed the fees described below for the use of the services and facilities of the Airport described in the Tariff.

Unless otherwise advised in writing by WAA or as otherwise specified in the Tariff, all fees described in the Tariff related to the Airport will be invoiced weekly or monthly, in arrears.

Fees described in the Tariff do not include Canadian Goods and Services Tax which must be paid by the Customer in addition to any fee payable hereunder.

In consideration of the use of the Airport Resources at the Airport, with respect to which this Tariff applies, Customers:

- (a) become liable to pay WAA the applicable fees as described in the Tariff; and
- (b) agree to accept, be bound by and comply with the Terms and Conditions for use of Facilities, Equipment, Systems, Information and Services as set out below.

The fees described in WAA's Tariff of Aviation Fees in effect immediately prior to this Tariff will remain in effect until the respective fees come into effect pursuant to this Tariff.

TARIFF – WINNIPEG JAMES ARMSTRONG RICHARDSON INTERNATIONAL AIRPORT

PASSENGER PROCESSING FEES

For each use of the Air Terminal Building on arrival of or subsequent departure of a flight from the aerodrome based on maximum seating capacity of aircraft, charged per such landed seats:

Domestic fee per seat	\$ 7.50
Trans-border fee per seat	\$17.00
International fee per seat	\$12.90

PASSENGER AIRCRAFT RELATED FEES

LANDING FEES

Landing fees are charged **\$11.40** per 1,000 kg or fraction thereof of the Maximum Design Takeoff Weight¹ ("MTOW") of the aircraft, subject to a minimum fee of **\$57.00**.

¹ As defined under Terms and Conditions

EMERGENCY LANDING FEES

No landing fee is payable if an aircraft is required to return to the Airport and land due to a mechanical or medical emergency.

STATE AIRCRAFT FEES

State Aircraft are exempt from the fees outlined in the Tariff. Aircraft leased or chartered by the state from a commercial carrier are not exempt from the Tariff.

TRAINING AIRCRAFT FEES

Upon the landing of an aircraft on a flight conducted exclusively for the purpose of improving the skill and knowledge of the aircrew personnel of an air carrier licensed pursuant to Part II of the National Transportation Act, 1987, **and provided that arrangements are approved in advance by WAA**, the landing charge for each such landing of the aircraft is 20% of the applicable charge, subject always to the minimum landing fee described above.

LOADING BRIDGE FEES

For each 3-hour period or portion thereof that the bridge is connected, the fee is **\$122.00**.

GROUND LOADING FEES

A ground loading fee of **\$81.00** will be applied for all aircraft with 50 or more seats and **\$34.00** for all aircraft with less than 50 seats.

APRON USAGE FEES

Aircraft stopping or parking on aprons will be assessed an apron usage fee for any aircraft parked more than 6 hours. Daily parking fees are determined as follows

CODE OF AIRCRAFT	DAILY PARKING FEE
A – B	\$45.00
C – F	\$68.00

SEWAGE DUMP CHARGES

Aircraft sewage dump charges (per use) **\$51.50**

CARGO AIRCRAFT RELATED FEES

Cargo aircraft will pay a landing fee of **\$16.50** per 1,000 kg or fraction thereof of the Maximum Design Takeoff Weight ("MTOW") of the aircraft subject to a minimum fee of **\$62.00**. This rate includes landing fees, cargo stand fees, and parking.

PASSENGER FEES

AIRPORT IMPROVEMENT FEE ("AIF")

An AIF in the amount of **\$38.00** is charged to each originating departing enplaned passenger and is payable by all air carriers operating a commercial air carrier passenger service at the Airport which is available, directly or indirectly, to the public.

Subject to the limitations and exceptions described in sections (a) to (c) below, the AIF will apply to all originating departing enplaned passengers at the Airport using the Air Terminal Building ("DEPAX passenger(s)").

- a) For the purposes of this Tariff, the term "ticket(s)" shall include any documentation issued by an air carrier, or their agent, with a passenger name record that provides a right of carriage to the named individual for either charter or scheduled air travel on an air carriers' aircraft departing from the Airport. b) The obligation of the air carrier to collect and remit an AIF pursuant to this Tariff will not apply to:
 - i. a passenger continuing a journey less than 4 hours after arrival at the Airport for domestic Canada and transborder itineraries;
 - ii. a passenger continuing a journey less than 24 hours after arrival at the Airport for international itineraries (a passenger will be considered to be "continuing" a journey even though multiple air carriers may participate in the itinerary on air carrier ticket(s));
 - iii. an air carrier employee travelling on business;

- iv. infants under 2 years of age for whom no ticket was purchased (even though a no cost ticket may have been issued in the name of the infant);
 - v. a passenger who is a personal attendant to and who is accompanying a passenger with disabilities for travel within Canada as defined in Part V of the *Canadian Transportation Act* (Canada) or any other applicable legislation; when Federal or provincial legislation requires the air carrier to carry a passenger for travel which may include, but not be limited to, peace officers, air marshals or any other person as identified by such legislation;
 - vi. any flights operated for a charitable cause or purpose where passengers have not paid any compensation for the right of carriage; and
 - vii. any flights operated by air carriers for the purposes of providing medical or emergency services.
- c) Regardless of which air carrier sells a ticket to a DEPAX passenger or whose designator code is on the passenger's ticket, the air carrier on whom the DEPAX passenger actually travels shall be the party responsible for the remittance of the AIF for that DEPAX passenger.

AIRPORT INFRASTRUCTURE FEE

An Airport Infrastructure Fee in the amount of **\$13.00** per aircraft seat is payable by all aircraft operators for all passenger aircraft operations using facilities other than the Air Terminal Building. This includes scheduled service as well as entity charters.

However, where an Airport Infrastructure Fee Agreement is in effect with WAA, the Airport Infrastructure Fee will be based on **\$11.00** per originating departing enplaned passenger according to the terms and conditions of such agreement. For information on entering into an Airport Infrastructure Fee Agreement, please contact WAA.

USE OF PASSENGER FEES

The Passenger Fees, including Airport Improvement Fees and Airport Infrastructure Fees, remitted to WAA will be used to:

- pay Airport Infrastructure Expenditures related to Passenger Fee Funded Projects only;
- pay the associated Debt for those Passenger Fee Funded Projects;
- pay the Service Fee to Signatory Air Carriers; and
- cover any bad debts associated with any failure of a Signatory Air Carrier.

OTHER FEES

CENTRAL DE-ICING FACILITY

The central de-icing facility is operated by Inland Technologies Canada Inc. ("Inland"). A portion of the operating costs are recovered through a fixed fee per landing of \$19.11, which is invoiced by WAA throughout the de-icing season and subsequently remitted to Inland. The de-icing season is defined as September 1 through April 30. The remaining operating costs are recovered directly from users of the central de-icing facility by Inland based on usage and related supplies.

FUEL FEES

Unless otherwise agreed with WAA, fuel surcharges collected by the fuel suppliers are as follows:

- \$0.1075 per litre on AvGas;
- \$0.0275 per litre on engine crankcase lubricating oil; and
- \$0.0055 per litre on Jet Fuel.

TERMS AND CONDITIONS FOR USE OF FACILITIES, EQUIPMENT, SYSTEMS, INFORMATION AND SERVICES

These terms and conditions shall govern the use by Customers of Airport Resources of WAA at the Airport.

DEFINITIONS

Unless otherwise defined herein or the context otherwise requires, the terms hereinafter defined will have the meanings set out below:

“Airport Resource” means any System, Facility, Equipment, Information or Service;

“Airport” means the Winnipeg James Armstrong Richardson International Airport;

“Air Terminal Building” means the passenger air terminal building and associated facilities located at 1970 Wellington Avenue in Winnipeg Manitoba.

“WAA” means Winnipeg Airports Authority Inc. and includes its wholly owned subsidiaries and its successors and assigns. In any section of the Terms and Conditions that contains a release, hold harmless, indemnity or other exculpatory language in favour of WAA, the term “WAA” also means and includes any directors, officers, employees, agents or contractors of WAA and any other Person for whom WAA may be responsible in law and any Person who has a right of contribution as against WAA;

“Customer” means any Person that uses any Airport Resource to which the Tariff applies and includes a Customer-Related Entity;

“Customer in Default” means a Customer described in section 2 or 9 below;

“Customer-Related Entities” means the Customer’s Affiliates, and the Customer’s and any Affiliate’s agents, employees, consultants or contractors and any other Person for whom the Customer may be responsible in law;

“Debt” means debt associated with any Passenger Fee Funded Project including but not limited to the cost of issuance of associated debt, debt service costs, debt retirement, debt service reserve obligations, debt coverage requirements, and capitalized interest on debt related to any Passenger Fee Funded Project;

“De-icing Season” means September 1 through to April 30 annually.

“Domestic” means all flights that both originate and depart within Canada.

“Entity Charter” means the operation of an aircraft according to the conditions of a charter contract under which the cost of transportation of passengers is paid by one person, corporation or entity without any contribution, direct or indirect, from any other person and no charge or other financial obligation is imposed on a passenger as a condition of carriage or otherwise in connection with the transportation;

“Equipment” means any equipment, component, hardware, machinery, tool, apparatus, device, material, matter or object provided by or available from WAA, directly or indirectly, at the Airport;

“Facility” means any facility provided by or available from WAA, directly or indirectly, at the Airport and includes any building, structure, land, apron, runway, taxiway, sidewalk, road, driveway, parking lot, storage container, storage tank, passenger loading bridge, elevator, escalator or moving walkway located at the Airport;

“Fees” or **“fees”** means the fees payable for use of any Airport Resource as set out in this Tariff, any interest payable on overdue fees and any other amounts payable by the Customer pursuant to this Tariff;

“Information” means any information or data, in tangible or intangible form, provided by or available from WAA, directly or indirectly;

“International” means flights from which disembarking passengers or aircrew are required to report pursuant to the Customs Act (Canada).

“MTOW” means the Maximum Designated Takeoff Weight of an aircraft either, in WAA's sole discretion, as published by the manufacturer or as stated in the aircraft specific certificate of airworthiness as officially registered;

“Passenger Fee Funded Project” means airport infrastructure improvements that are funded either in whole or in part with proceeds of Airport Improvement Fees or Airport Infrastructure Fees;

“Person” or **“person”** means any individual, company, corporation, partnership firm, trust, government, authority or entity, however designated or constituted;

“Prime Rate” means the rate of interest expressed as an annual rate established from time to time by WAA's bank as the interest rate charged by it on demand loans made in Canada in Canadian currency to its most creditworthy customers and referred to by WAA's bank as its prime rate. The certificate of an officer of WAA's bank as to the prime rate for any specified day shall be, in the absence of manifest error, conclusive evidence thereof. The prime rate for a given month will be the prime rate as determined above in existence on the last business day of the previous month;

“Service” means any service provided by or available from WAA, directly or indirectly, at the Airport;

“Service Fee” means each Signatory Air Carrier shall be paid a service fee equal to four percent (4%) of the amount of the Airport Improvement Fee, excluding any Taxes, that is to be remitted by the Signatory Air Carrier;

“Signatory Air Carrier” means the air carrier or air carriers, as may be applicable, that are party to the Airport Improvement Fee Agreement, as amended from time to time;

“State Aircraft” means an aircraft, other than a commercial aircraft, owned and operated by the government of any country or the government of a colony, dependency, province, state, territory or municipality of a country;

“System” means any system provided by or available from WAA, directly or indirectly, at the Airport, including any mechanical system, electrical system, circuit, telecommunications system, communications system, scheduling system, flight information display system, baggage system, baggage inspection system, baggage reconciliation system, snow removal system, communications band or radio frequency, security system, traffic control system, parking system or information technology system, including any computer system, computer program and any associated module, database or interface;

“Tariff” means the document entitled “Tariff of Aviation Fees” published by WAA (which includes these Terms and Conditions) as may be amended or supplemented from time to time by WAA; and

“Terms and Conditions” means that part of the Tariff headed “Terms and Conditions for Use of Facilities, Equipment, Systems, Information and Services” as may be amended from time to time.

“Transborder” means flights to and from the continental United States, Hawaii and Alaska.

PAYMENT TERMS

1. (a) Unless otherwise provided in the Tariff, Customers will have 15 days from invoice date to pay to WAA all invoiced fees. Interest will be charged on any fees not paid by the due date at the Prime Rate, plus 3% from the respective due date for payment of fees. Interest will be calculated on a per diem basis on the basis of a year of 365 days calculated and compounded monthly retroactive from the date any such amount is due and payable until paid. Goods and Services Tax will be added to fees.

Electronic payment transfers are the preferred method of payment. Remittance information is included on the invoices.

Cheques are also accepted and shall be made payable to: **Winnipeg Airports Authority Inc.**

Mailing Address: Winnipeg Airports Authority Inc.
249-2000 Wellington Avenue
Winnipeg, MB R3H 1C2

- (b) No endorsement or statement on any cheque or payment instrument or use of any letter or statement accompanying or referring to any cheque or payment of any fees shall be binding on WAA nor deemed to be an acknowledgement of full payment or an acceptance, accord and satisfaction by WAA of such endorsement, statement or letter.

WAA may accept and cash any such cheque or payment instrument and, at the option of WAA, apply such payment on account of the earliest stipulated fees without prejudice to WAA's right, having so applied such payment, to recover the balance of fees or pursue any other right or remedy provided in the Tariff or at law.

(c) All references in the Tariff to money amounts are to Canadian currency.

In the event any fees are not paid in full when due or the Customer is in default of any of the Terms and Conditions, the Customer will be deemed to be a "Customer in Default" and WAA may give notice to such Customer that all fees payable by such Customer, whether or not then due, are due and payable forthwith and interest will accrue from such date at the rate and upon the terms set out in section 1 above. Further, payment for the use of any Airport Resource to which the Tariff applies after such notice will be due and payable in advance of each such use.

2. WAA reserves the right to deny the use of or access to any Airport Resource or suspend or otherwise restrict the exercise of any privileges including access to the Airport by any Customer in Default until payment of all outstanding fees is made in full or credit arrangements satisfactory to WAA are in place or, in the event of a non-monetary default, the default is cured or the Customer has commenced and is diligently proceeding to cure the default, to the reasonable satisfaction of WAA.
3. As security for the payment of monies due hereunder, the Customer will provide security to WAA in such form and in such amount as may be required by WAA from time to time. Such form of security may include a cash deposit or an irrevocable letter of credit in a form, and issued by, a financial institution acceptable to WAA, or any combination thereof. The Customer hereby grants to WAA a security interest in and to any such security deposit and agrees that the possession of any security by WAA shall protect WAA's interest in the security.
4. If a Customer defaults in timely payment of any monies due hereunder, WAA may, without limitation, realize on the security referred to herein and may exercise all rights and powers of seizure of aircraft or other assets of the Customer and take any other legal remedies available to it to realize payment of any monies due hereunder. The Customer shall pay all expenses, costs and charges including legal fees (on a solicitor and client basis) incurred by WAA to collect or enforce payment of any monies due hereunder. The foregoing shall also include all expenses, costs and charges related, directly or indirectly, to any aircraft seizure including, without limitation, those related to storing, maintaining, insuring and securing seized aircraft and any charges by any Person engaged by WAA to affect a seizure.
5. WAA reserves the right to amend the Tariff, at any time and from time to time, in any manner it deems appropriate including: increasing or decreasing any fees; adding thereto or deleting therefrom categories of fees or otherwise. WAA shall provide not less than 60 days advance notice of any changes to the Tariff.

AIRCRAFT LANDING FEES, PASSENGER PROCESSING FEES, AND APRON USAGE FEES

6. Aircraft Landing Fees, Passenger Processing Fees, and Apron Usage Fees (collectively referred to in this section as "Aircraft Configuration Fees") payable pursuant to the Tariff, will be based on the MTOW and seat configuration as published on the applicable aircraft manufacturer's website or in documents issued by such manufacturer. WAA may, in its sole discretion, use aircraft specific configuration information provided by a Customer in which case WAA reserves the right to require supporting documentation and to conduct an independent verification of the information supplied.
7. The Customer shall notify WAA of the aircraft specific configuration information including the MTOW set out in the Customer's aircraft certificate of air worthiness, seat configuration and aircraft type, for all aircraft owned or operated by the Customer at the Airport.

Where Aircraft Configuration Fees invoiced by WAA are based on information supplied by a Customer, WAA may make adjustments to invoiced fees where WAA determines that such information is not correct and, where appropriate, provide credits to the Customer. No credit to the Customer will be considered in respect of incorrect information supplied by the Customer unless WAA is notified by the Customer, within three (3) months of the date such information was supplied, that information previously provided by the Customer is incorrect.

STATISTICS

8. The Customer covenants that it will, without expense to WAA, make and keep detailed, true and accurate records of all the Customer's aircraft, passenger and cargo activities at the Airport, with separate records for each Non-Signatory Air Carrier processed by the Customer at the Airport. These will be reported to WAA within five (5) days after the end of the month.

BANKRUPTCY AND INSOLVENCY/LIENS

9. The Customer shall be deemed to be a "Customer in Default" if the Customer becomes bankrupt or insolvent, makes an assignment for the benefit of creditors or makes an assignment or has a receiving order made against it under the *Bankruptcy and Insolvency Act* of Canada (as amended or replaced from time to time) or if the Customer takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors or if a receiver or interim receiver and manager, custodian or liquidator is appointed for the business or property of the Customer or any material assets of the Customer are seized under any writ of execution or security instrument and such seizure is not vacated within 30 days of such seizure.
10. The Customer covenants that it shall not permit any construction or builder's liens to be, or to remain, registered against the title to the Airport by reason of work, labour, services or material supplied or performed in relation to the operations of the Customer and Customer-Related Entities at the Airport. The Customer shall cause any such liens to be discharged or vacated, as the case may be, within 60 days of receiving notice that any such liens have been registered. The foregoing shall not prevent the Customer or the Customer-Related Entities from contesting any liability to a third party for any claim for lien or the validity of any lien so discharged or vacated.

INSURANCE, RISK, LIMITATION OF LIABILITY AND INDEMNITY

11. The Customer and its Customer-Related Entities shall maintain adequate liability insurance at all times, which meets or exceeds the industry standard for the type of operations carried on by the Customer and any Customer-Related Entity at the Airport. The Customer shall provide proof of such insurance to WAA upon request.
12. The use of the Airport including any Airport Resource by the Customer or any Customer-Related Entity is entirely at the risk of the Customer or the Customer-Related Entity, as the case may be. WAA shall not be liable, directly or indirectly, to the Customer or any Customer-Related Entity for any injury, loss, expense, claim, damage (including, any direct, consequential, special, punitive, indirect or incidental damage), loss of income or profit, other loss or cost, including attorney's fees and costs, of any nature arising from anything done or omitted to be done by WAA, whether by accident, negligence, willful misconduct or otherwise, in relation to or arising from any use, operation, condition or provision of any Airport Resource or any of WAA's activities or operations relating to the Airport or any actions taken to collect fees, all even if WAA is advised of the possibility of such injury, loss, expense, claim, damage or other loss or cost, and all whether or not such injury, loss, expense, claim, damage or other loss or cost arises in contract or tort, under statute, in equity, at law or otherwise.

Without limiting any of the foregoing, under no circumstances will WAA be liable for any of the following: the accuracy, availability or reliability of any Airport Resource or any part thereof, or any unauthorized access or damage to, alteration, theft, destruction or loss of any of a Customer's or its Customer-Related Entities' property, including records, data, content, transmission facilities or equipment.

WAA DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND ASSURANCES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, IN RELATION TO THE AIRPORT OR ANY AIRPORT RESOURCE, INCLUDING, ANY REPRESENTATION, WARRANTY, GUARANTEE, OR ASSURANCE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WAA DISCLAIMS ANY REPRESENTATION, WARRANTY, GUARANTEE OR ASSURANCE THAT THE FUNCTIONS PERFORMED BY ANY MECHANICAL, AUTOMATED OR COMPUTER-RELATED AIRPORT RESOURCE WILL BE UNINTERRUPTED OR ERROR FREE, OR AVAILABLE OR SUFFICIENT FOR ANY PARTICULAR PURPOSE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT ANY SUCH AIRPORT RESOURCE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13. In relation to any matter arising from the Customer's or any Customer-Related Entity's use or occupation of the Airport or use of or access to any Airport Resource, the Customer expressly agrees to defend, indemnify and hold harmless WAA from and against any and all losses, liabilities, demands, claims, suits, actions, judicial or administrative proceedings, damages, penalties, fines, costs and expenses (collectively referred to in this section as "Liabilities"), including attorney's fees and costs, whatsoever advanced by any Person against WAA for any injury or damage of any nature

whatsoever or which WAA may suffer or incur including those which are or are alleged to be caused by, result from, arise from or contributed to by reason of any of the following:

- (a) any act or omission of the Customer or any Customer-Related Entities at or in relation to the Airport;
- (b) any breach of the Terms and Conditions by the Customer or any Customer-Related Entities; or
- (c) any matter in respect of which WAA's liability is limited pursuant to section 14 hereof.

WAA reserves the right, subject to indemnification by the Customer, to assume the exclusive defence and control of any matter initially subject to the defence, indemnification and hold harmless obligations of the Customer hereunder and the Customer shall not in any event settle any matter without the prior written consent of WAA.

ENVIRONMENTAL MATTERS

14. (a) Without limiting the generality of any other provisions contained herein, the Customer shall comply with, and shall ensure that any Customer-Related Entity complies with, all applicable laws, statutes, by-laws, ordinances, rules and regulations from time to time in force relating to environmental matters, the manufacture, use, storage, disposal and transportation of any hazardous or toxic substance and the protection of the environment generally, (collectively referred to in this section as, the "Environmental Laws").

The Customer shall immediately give written notice to WAA of the occurrence of any act or omission of the Customer or any Customer-Related Entities in or on the Airport constituting a breach of or an offence under any Environmental Laws including any breach which results in an adverse environmental condition at, on or under the Airport. If the Customer or a Customer-Related Entity causes or contributes to the happening of any such event, the Customer shall, at its own expense:

- (i) immediately give WAA notice to that effect and thereafter give WAA from time to time written notice of the extent and nature of the Customer's compliance with the following provisions of this section 16(a);
- (ii) promptly perform any work or take any action which will result in conformity and compliance with all Environmental Laws including those laws governing such adverse environmental condition; and
- (iii) promptly cease any activity which constitutes a breach of the Environmental Laws including any activity which causes or permits any substance to be released, spilled, leaked or to flow onto or into the Airport or any adjacent land, air or water or results in any substance being

released into the environment and which constitutes a breach of Environmental Laws.

- (b) The Customer shall, at its own cost and expense, remedy any adverse environmental condition on the Airport or adjacent land, air or water caused by the occurrence of an event of the nature described in section 16(a) above or caused by the performance or lack of performance of any of the Customer's obligations under this section 16, failing which, WAA may perform such remedial work at the expense of the Customer and such expense shall be deemed to be additional fees payable by the Customer under the Tariff.
- (c) To the extent that it is commercially reasonable so to do, the Customer shall at all times maintain pollution liability insurance in an amount and form and with loss payable satisfactory to WAA and shall submit proof thereof to WAA upon request of WAA.

AVAILABILITY AND USE OF AIRPORT RESOURCES

- 15. (a) The Customer shall comply with and shall cause any Customer-Related Entity to comply with all rules, regulations, policies and procedures of WAA as issued or published by WAA from time to time and all applicable laws, statutes, by-laws, ordinances, rules and regulations from time to time in force relating to the Airport or the activities of the Customer and any Customer-Related Entities at the Airport including the use of any Airport Resources.
- (b) Unless otherwise agreed to in writing by WAA, the Customer will not enplane or deplane any passengers on any commercial flight which is available directly or indirectly to the public at any location at the Winnipeg James Armstrong Richardson International Airport other than the main passenger terminal building on Wellington Avenue.
- 16. All right, title and interest to the Airport Resources is reserved to WAA notwithstanding any use of or access to them provided by WAA.
- 17. The Customer shall ensure that all of its activities and all of its Customer-Related Entities activities at the Airport are conducted in a safe and professional manner.
- 18. The Customer shall comply with, and shall ensure that all Customer-Related Entities comply with, the Terms and Conditions. The Customer accepts responsibility for the acts or omissions of any Customer-Related Entities as if they were the Customer's own acts or omissions. The Customer agrees that any act or omission of any Customer-Related Entity which constitutes a violation of the Terms and Conditions shall constitute a breach of the Terms and Conditions as if carried out by the Customer.
- 19. (a) The Airport is subject to WAA's overall control, management and operation and WAA has the unfettered right to operate the Airport in such manner as it may, in its sole discretion, determine. Accordingly, WAA reserves the unfettered right from time to time to adopt, promulgate, issue, reissue, amend, cancel, impose

and enforce any rules, regulations, policies, procedures, restrictions, fees, charges, incentives or disincentives designed to control or restrict activities of airport users including the movement, use, parking, storage, repair or operations of aircraft at the Airport by any Person, including the Customer, any Customer-Related Entity and any other user of the Airport.

- (b) If as a result of the exercise by WAA of any of its rights set out above:
 - (i) the Airport or any part thereof are diminished, expanded or altered in any manner whatsoever; or
 - (ii) the use and enjoyment of the Airport by the Customer or any Customer-Related Entity or any business carried on therein is affected in any manner whatsoever;WAA is not subject to any liability.

20. Notwithstanding anything to the contrary in the Tariff, WAA shall have the right, in its sole discretion, at any time and from time to time, and without notice or liability, to:

- (a) maintain, operate, modify and provide any Airport Resource in such manner, configuration, format and condition as WAA deems appropriate;
- (b) modify, suspend, withdraw or discontinue the availability of, access to, use of and provision of any and all Airport Resources or any part thereof;
- (c) suspend or terminate a Customer's operations at the Airport when, in WAA's opinion, such suspension or termination is necessary for Airport operations or Airport safety; and
- (d) monitor and restrict or limit where necessary the Customer's and any Customer-Related Entity's use of any and all Airport Resources from time to time through such means as WAA deems appropriate.

21. Except to the extent expressly authorized by the Terms and Conditions or pursuant to an express written permission from WAA, the Customer shall not, and shall not permit any Customer-Related Entities, to do any of the following:

- (a) modify, copy, reproduce, operate, decompile, reverse engineer, disassemble, translate or create derivative works based on any Airport Resource, or adapt any Airport Resource provided or made available to the Customer or any Customer-Related Entity;
- (b) damage, interfere with or disrupt any Airport operations or the operation or condition of any Airport Resource;
- (c) do anything which will cause physical, visual or electronic interference or hazard to the navigation of any aircraft or violate any safety-related standards, procedures or recommended practices affecting aircraft safety or airport certification;

- (d) disable, breach, violate or circumvent any security system, access control or related device, process or procedure established with respect to any Airport Resource;
 - (e) publish, retransmit, redirect, distribute or publicly perform or display, electronically or otherwise, any Airport Resource; or
 - (f) sell, assign, rent, market, loan, lease, license, sub-license, grant a security interest in, distribute or otherwise transfer rights to, in whole or in part, any Airport Resource.
22. If any Customer or Customer-Related Entity experiences difficulties related to access to or use of any Airport Resource, the Customer shall immediately notify WAA and shall not take any steps to modify, restart or repair any applicable Airport Resource without WAA's prior approval.
23. If any of a Customer's or any Customer-Related Entity's equipment or materials causes any disruption of or interference with any Airport operations, then WAA, in its sole and absolute discretion, may direct the Customer to remove and relocate from the Airport the offending equipment or materials (as the case may be) and the Customer shall do so as directed without delay. Without limiting WAA's rights and remedies, the cost of removing and relocating same will be the Customer's responsibility.
24. If any of a Customer's or any Customer-Related Entity's personnel causes any disruption of or interference with any Airport operations, then WAA, in its sole and absolute discretion, may direct the Customer to remove and relocate from the Airport the offending personnel and the Customer shall do so as directed without delay.
25. The Customer shall not, and shall ensure that Customer-Related Entities do not, allow any equipment, system or information under their control to communicate, interconnect or interface with any computing, cabling or telecommunications equipment, device, system, software or service at the Airport, without the express written consent of WAA.
26. A Customer shall deliver to WAA all Airport Resources, including any copies (if any), in the Customer's possession or control, including any of same in the possession or control of any Customer-Related Entities, at the request of WAA, or, in the absence of such a request, upon termination of the Customer's operations at the Airport. Without limiting the foregoing, the Customer shall return Airport Resources in its possession or control to WAA upon the earlier of the following:
- (a) at the request of WAA if WAA indicates that it requires the return of such Airport Resources in order to upgrade, replace or modify such Airport Resources; or
 - (b) immediately if the Customer is no longer using such Airport Resources in the ordinary course of business in connection with the Airport.

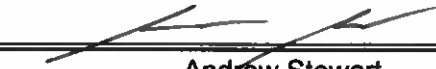
GENERAL PROVISIONS

27. Time is of the essence hereof.
28. The Tariff shall be deemed to constitute the entire agreement between WAA and the Customer with respect to the use by the Customer of the Airport and the Airport Resources and shall supersede all previous negotiations, representations and documents in relation to the use by the Customer of the Airport Resources except where there is a separate written agreement between WAA and the Customer with respect to the specific subject matter thereof and then only to the extent so specified in said separate written agreement with respect to such specific subject matter.
29. The Tariff shall enure to the benefit of and be binding upon the successors and permitted assigns of the Customer and WAA, as the case may be, and nothing herein shall restrict the ability of WAA to transfer or assign its interests herein. The Customer shall not assign, in whole or in part, any of its rights or obligations under the Tariff without the prior written consent of WAA.
30. If any covenant, obligation, agreement, term or condition of the Tariff or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Tariff, or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of the Tariff shall be separately valid and enforceable to the fullest extent permitted by law and the invalid or unenforceable covenant, obligation, agreement, term or condition (as the case may be) shall be modified so as to be enforced to the fullest extent permitted at law, with retroactive effect to the date of the Tariff.
31. The Customer shall adhere to the *Official Languages Act* of Canada (as amended or replaced from time to time) and the regulations made thereunder as may be amended from time to time and all applicable policies of the Government of Canada and of WAA relating thereto, to the extent the same shall be applicable to the operations of the Customer at the Airport.
32. Except as expressly set forth herein, any notice or other writing required or permitted to be given under the Tariff shall be in writing and, if hand delivered or transmitted by facsimile, shall be deemed to have been given on the date of such delivery or transmission. If sent by prepaid registered mail, any such notice or other writing shall be deemed to have been given three (3) business days after the date of posting. The last known address of the Customer as shown in the records of WAA shall be deemed the Customer's valid address for service.
33. In any circumstances where the consent or approval of WAA is required herein, or where WAA is entitled to exercise discretion, WAA shall, except to the extent (if any) expressly stated otherwise herein, be entitled to withhold such consent or to exercise such discretion in its sole and absolute discretion. WAA shall not be required to give any reason for refusing to provide any consent or approval, nor shall WAA be required to disclose the manner in which it exercised any discretion.

34. The division of the Tariff into sections, subsections, and paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of the Tariff.
35. All words used herein shall be construed to include the plural as well as the singular, and words in the present tense shall include the future tense.
36. The language in all parts of the Tariff shall be construed simply according to its fair meaning and not strictly for or against either WAA or the Customer.
37. Each of the terms "including", "include" and "includes", when used in the Tariff is not limiting, whether or not non-limiting language (such as "without limitation", "without limiting the foregoing", "but not limited to" or words of similar import) is used with reference thereto.
38. The expressions "herein", "hereto", "hereof", "hereby", "hereunder" and other similar terms refer to the Tariff and any amendments hereto, and not just to the particular clause or paragraph in which those words appear.
39. No waiver or acquiescence by WAA of any breach of the Tariff is valid except if given in writing. Any such waiver or acquiescence shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach or act unless such waiver or consent is in writing.
40. No remedy conferred upon or reserved in favour of WAA under the Tariff will exclude any other remedy so conferred or reserved or existing at law or in equity but each will be cumulative and in addition to every other remedy given under the Tariff or existing at law or in equity.
41. Nothing in the Terms and Conditions will prevent WAA from applying for or obtaining any interim, interlocutory or preliminary injunctive or declaratory relief or from bringing any claim for contribution or indemnity in the same court in which a suit is brought either by or against WAA.
42. The Tariff shall be governed by and construed in accordance with the laws of the Province of Manitoba (without reference to its conflict of laws provisions), including the laws of Canada applicable therein. The Courts of Manitoba shall have exclusive jurisdiction to entertain and determine all Customer disputes and claims, whether for specific performance, injunction, declaration, damages or otherwise, both at law and in equity, arising out of or in any way relating to the Tariff. The Customer hereby irrevocably attorns to and accepts the jurisdiction of the Courts of Manitoba.

43. Any judgment or court order rendered by any of the Courts of Manitoba may be entered in any court of law in any province, country, state or territory (referred to in this section as an "Other Court") having jurisdiction over the Customer or any of the Customer's assets. WAA may commence and prosecute any action in an Other Court or apply to any Other Court for a remedy at law or equity, or for judicial acceptance of a Manitoba judgment or court order (as the case may be) and for an order of enforcement thereof. A judgment or court order of the Courts of Manitoba or any Other Court (as the case may be) may be enforced in any Other Court, and the Customer waives any defence thereto and shall submit to the jurisdiction of the Other Court.

This is **Exhibit "C"** referred to in the Affidavit of Nicole Stefaniuk, affirmed before me at City of Winnipeg, in the Province of Manitoba, this 23rd day of May 2024



Andrew Stewart
A BARRISTER-AT-LAW entitled to practice
in and for the Province of Manitoba

Reservation Terms and Conditions

Fare Information

Cancellations

No cancellations are permitted within 72 hours of departure.

Within 24 hours of booking:

- For flights booked more than 7 days before departure, if you cancel your flight you'll receive a refund to your original form of payment.
- For flights booked within 7 days of departure, if you cancel your flight you'll receive a travel voucher, minus the \$74*CAD + tax cancellation fee (per flight segment).

More than 24 hours after booking:

- For cancellations made more than 72 hours before departure, you'll be charged a \$74*CAD + tax (on or after January 11, 2024) cancellation fee per passenger (per flight segment). You'll receive a travel voucher for the remaining amount (if applicable).

Changes

No changes are permitted within 72 hours of departure. Changes to the origin and destination are not permitted.

Name changes are not permitted.

- For changes made more than 72 hours before departure, you'll be charged a change fee of \$74*CAD + tax (on or after January 11, 2024) per passenger (per flight segment).
- If you change your flight to one with a higher fare, you must pay the difference in fare as well as the change fee.
- If you change your flight to one with a lower fare, you must pay the change fee, but you won't receive the difference in fare.

Payments Fees and Taxes

[Skip to main content](#)

- Visa
- Mastercard
- Visa Debit
- Mastercard Debit
- Lynx Travel Voucher

Taxes and Fees

Taxes and fees vary based on the airports you're using. For domestic flights, the following taxes and fees may be added.

- Airport Improvement Fees (AIF) and Passenger Facility Charge (PFC) are generally collected by Lynx at the time of booking. Lynx collects these fees from passengers and remits them directly to the airports

Airport Code	Airport Improvement Fee (AIF)
YEG	\$35*CAD
YFC	\$30*CAD
YHM	\$25*CAD
YHZ	\$35*CAD
YLW	\$25.00*CAD
YUL	\$35*CAD
YVR (flying within BC or to the Yukon)	\$5.00*CAD
YVR (flying outside BC)	\$25.00*CAD
YWG	\$38.00*CAD
YYC	\$35.00*CAD

YYT	\$42*CAD
YYZ	\$30.00*CAD
All US airports	\$4.50*CAD

- Air Travellers Security Charge ("ATSC"): The ATSC is a security charge collected by the Government of Canada. Lynx collects this fee from passengers and remits it directly to Canada Revenue Agency.
- \$7.12*CAD per chargeable enplanement to a maximum of \$14.25*CAD for Canadian domestic flights.
- Goods and Services Tax ("GST"): GST of 5% applies to base fare, services, AIF and ATSC charges for all Canadian domestic flights, excluding those that commence in Quebec, Ontario, Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland and Labrador.
- Harmonized Sales Tax ("HST"): HST applies to base fare, services, AIF and ATSC charges for all Canadian domestic flights commencing in the following provinces:
- U.S. Taxes & Fees do not apply to domestic Canadian flights.
- The US segment tax is also charged on flights between the US and a point in Canada within 225 miles of the border when payment is made within the US.
- For flights between the US and a point in Canada within 225 miles of the border, when payment is made within the US, a 7.5% tax is imposed on the base ticket price. For such flights and all other transborder flights, when payment is made within Canada, a flat rate of \$21.10 (USD) per passenger arrival and departure applies.
- US Agriculture Fee: The US government charges an agriculture inspection fee on all in-bound passengers of \$3.96 USD.
- US Immigration User Fee: For all transborder flights arriving in US, there is an Immigration User Fee of \$7.00 USD charged per passenger.
- US Sep 11th Security Fee: For all transborder flights departing the US, there is a Sep 11th Security Fee of \$5.60 USD charged per passenger.
- US Customs Processing Fee: For all transborder flights arriving in US, there is a US Customs User Fee of \$6.11 USD charged per passenger
- US Segment Tax: For all transborder flights, a US Segment Tax of \$4.50 USD is applied per passenger for US citizens. The US segment tax is also charged to US citizens on Canadian domestic flights if travel occurs in the US buffer zone near the border between the two countries
- US Transportation Tax: For all transborder flights, a US Transportation Tax is applied. For US citizens, it is 7.5% of the base ticket price (including surcharges) per

Province	Harmonized Sales Tax (HST)
Ontario	13%
Nova Scotia	15%
New Brunswick	15%
Prince Edward Island	15%
Newfoundland and Labrador	15%

- Quebec Sales Tax ("QST"): QST applies to base fare, services, AIF and ATSC charges for all Canadian domestic flights commencing in Quebec.

Lynx Travel Vouchers

Unless otherwise specified, Lynx travel vouchers are valid for 12 months. Travel vouchers are non-transferable and can only be redeemed by the primary passenger on the booking. The owner of the travel voucher can use their voucher to book a flight for a third party. Travel vouchers can be applied towards base fare, taxes and fees.

Identification Requirements

Travel Within Canada

- a. All adult passengers must bring 1 valid (non-expired) identification document issued by a Canadian federal, provincial or territorial government that includes:
 - i. Photo
 - ii. Full name
 - iii. Date of birth
 - iv. Gender

documents must include:

- i. Full name
- ii. Date of birth
- iii. Gender

c. For more information on identification requirements, click **Canada - Domestic Air Travel Identification page** and **Transport Security Administration Identification page**. For more information on identification requirements for children, click **Travelling with children and infants**.

International Travel

- a. Adults, children and infants are required to have a valid passport for international travel.
- b. Each country may have specific travel document requirements, vaccination requirements or health protocols. It is the responsibility of each passenger to ensure they have the necessary documents for travel. Always travel with the proper documentation at all times when travelling.
- c. Please visit the U.S. Department of State for more information on requirements for travel to the United States. **Travel (state.gov)**

Check-in Guidelines

We recommend you arrive at the airport a minimum of 90 minutes before your scheduled departure time for domestic flights, and a minimum of 120 minutes before your scheduled departure time for international flights. If you'd rather check-in at the airport, please arrive 3 hours before your flight. Check-in and baggage drop-off closes 45 minutes prior to departure for domestic flights and 75 minutes prior to departure for international.

All security restrictions are subject to change. For the most up-to-date information, visit **tc.gc.ca**, **catsa.gc.ca** or **tsa.gov**.

Information Collection and Disclosure

destination, Canadian government authorities may require us to collect passenger information such as your full name, date of birth, citizenship, gender, passport number and country of issuance, payment method for flight purchase and booking details, as well as any other personal information as described by this policy or as required by such government authority.

Privacy Policy

Lynx is dedicated to protecting your personal information. Our privacy policy conforms with the Personal Information Protection and Electronic Documents Act. Additional information is available in [Privacy Policy](#).

Rules of Carriage and Baggage Information

Carriage of passengers and goods on domestic flights, i.e., between, from and to points wholly within Canada, is subject to the applicable tariffs, conditions of carriage and related regulations available at the office of the carrier and [baggage](#).

Checked Baggage Allowance

Checked baggage is subject to weight and size restrictions. Fees apply for each piece of baggage and may be combined. For example, if you check in 2 bags and both are overweight, you'll be charged 2 overweight fees. For more information visit: [Baggage Information | Lynx Air \(flylynx.com\)](#)

Checked baggage size

- Baggage may be up to 157cm (62") in combined dimensions (length + width + height) and weigh up to 23kg (50lbs).
- Oversized baggage (combined dimensions up to 203cm or 80") is accepted on a space-available basis.
- Overweight baggage (more than 23kg or 50lbs but not exceeding 45kg or 100lbs) is accepted on a space-available basis.
- For more information: [Baggage Information | Lynx Air \(flylynx.com\)](#)

Musical instruments

50lbs but not exceeding 45kg or 100lbs) and are subject to overweight fees.

Carry-on Baggage Allowance

Carry-on baggage is subject to a fee and must be stored in the overhead bin or placed under the seat directly in front of each passenger.

Each passenger may bring 1 carry-on item and 1 personal item. Each item must fit into the sizing devices and may not exceed the applicable measurements. This applies for both personal and carry-on items.

- Carry-on item: Maximum size of 23cm x 40cm x 55cm (9" x 15.75" x 21.5") and 10kg (22lbs). Carry-on fees apply.
- Personal item: Maximum size of 15cm x 33cm x 43cm (6" x 13" x 17"). Items that don't fit into the sizing device will be placed in checked baggage and charged a checked baggage fee.

Musical Instruments

The combined length, width and height of the instrument (including the case) must be less than 113cm (45"). Instruments this size are considered carry-on and subject to carry-on fees. Musical instruments that don't meet the carry-on size criteria will have to be checked and follow the weight limits and fees for checked bags.

Can I bring this on a plane?

For travel within Canada, visit [catsa.gc.ca](https://www.catsa.gc.ca) for permitted and non-permitted items or call 1-800-O-Canada for more information. For travel to or from the United States, visit [tsa.gov](https://www.tsa.gov).

Baggage Loss or Damage

For carriage of baggage on domestic flights, Lynx's liability is limited to 1,131 Special Drawing Rights (SDRs) per person per incident, except for mobility aids.

Any complaint of any loss or damage to luggage must be in writing and must be made within 7 days of your flight.



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[New Baggage Fees](#)

[Optional Fees](#)

[Reservation Terms and Conditions](#)

[Canadian Air Passenger Protection Regulations](#)

[Flight Status](#)

[Travel Advisory](#)

[Pets in Cabin](#)

This is **Exhibit "D"** referred to in the Affidavit of Nicole Stefaniuk, affirmed before me at City of Winnipeg, in the Province of Manitoba, this 23rd day of May 2024



Andrew Stewart
A BARRISTER-AT-LAW entitled to practice
in and for the Province of Manitoba

Posting Date	Document Type	Document No.	Customer No.	Description	Original Amount	Remaining Amount
2/29/2024	Invoice	S-15976	00011606	Feb 16-29 2024 flights	16,348.00	16,348.00
2/29/2024	Invoice	S-15970	00011606	Feb 2024 AIF	117,806.35	117,806.35
2/19/2024	Invoice	S-15744	00011606	Feb 1-15 2024 flights	38,145.32	38,145.32
2/5/2024	Invoice	S-15670	00011606	Jan 2024 AIF	150,136.52	150,136.52
1/31/2024	Invoice	S-15559	00011606	Jan 16-31 2024 flights	33,008.47	33,008.47
2/1/2024	Invoice	S-15438	00011606	Feb 1 2024 leasing	472.50	472.50
1/25/2024	Invoice	S-15394	00011606	Lynx 1% AIF handling fee Jan 2023 to Dec 2023	14,952.13	14,952.13
1/17/2024	Invoice	S-15319	00011606	Jan 1-15 2024 flights	43,594.66	43,594.66
2/29/2024	Payment		00011606	Security Deposit applied to outstanding aeronautical bills	-83,333.00	-83,333.00
					331,130.95	331,130.95

Leasing	472.50
AIF	282,895.00
Aeronautical	131,096.45
Deposit	-83,333.00
	331,130.95



WINNIPEG
AIRPORTS AUTHORITY

Winnipeg Airports Authority Inc.
249-2000 Wellington Avenue
R3H 1C2 Winnipeg
MB

INVOICE

Page: 1

Invoice Number: S-15670
Invoice Date: 2024-02-05

Bill

To: 1263343 Alberta Inc
dba Lynx Airlines
3215-12 Street NE
Calgary, AB T2E 7S9
Canada

Tax Registration No. 136628591 Customer ID 00011606
Due Date 2024-02-05
Terms Due Upon Receipt

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Jan 2024 AIF		4,003	4,003	38.00	152,114.00
Jan 2024 AIF processing fee 6%		1	1	-9,126.84	-9,126.84
GST on Processing fee		1	1	-456.34	-456.34

Incoming Wires in CDN funds sent to:
Beneficiary Bank: Canadian Imperial Bank of Commerce
Transit #: 00007 Account #: 9706917 Bank #: 0010
One Lombard Place, 375 Main Street, Winnipeg, MB, Canada, R3C 2P3
Swift Code: CIBCATT
Beneficiary: Winnipeg Airports Authority Inc.
For Payment Inquiries: (204) 987-9466
For General Inquiries: (204) 987-2072
Interest will be charged on overdue accounts.
Remittances are payable in Canadian Funds or USD equivalent.

Subtotal: 142,530.82
GST 7,605.70

Total CAD: 150,136.52



WINNIPEG
AIRPORTS AUTHORITY

Winnipeg Airports Authority Inc.
249-2000 Wellington Avenue
R3H 1C2 Winnipeg
MB

INVOICE

Page: 1

Invoice Number: S-15970
Invoice Date: 2024-02-29

Bill

To: 1263343 Alberta Inc
dba Lynx Airlines
3215-12 Street NE
Calgary, AB T2E 7S9
Canada

Tax Registration No. 136628591
Due Date 2024-02-29
Terms Due Upon Receipt

Customer ID 00011606

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Feb 2024 AIF		3,141	3,141	38.00	119,358.00
Feb 2024 AIF processing fee 6%		1	1	-7,161.48	-7,161.48
GST on Processing fee		1	1	-358.07	-358.07

Incoming Wires in CDN funds sent to:
Beneficiary Bank: Canadian Imperial Bank of Commerce
Transit #: 00007 Account #: 9706917 Bank #: 0010
One Lombard Place, 375 Main Street, Winnipeg, MB, Canada, R3C 2P3
Swift Code: CIBCCATT
Beneficiary: Winnipeg Airports Authority Inc.
For Payment Inquiries: (204) 987-9466
For General Inquiries: (204) 987-2072
Interest will be charged on overdue accounts.
Remittances are payable in Canadian Funds or USD equivalent.

Subtotal: 111,838.45
GST 5,967.90

Total CAD: 117,806.35



WINNIPEG
AIRPORTS AUTHORITY

Winnipeg Airports Authority Inc.
249-2000 Wellington Avenue
R3H 1C2 Winnipeg
MB

INVOICE

Page: 1

Invoice Number: S-15394
Invoice Date: 2024-01-25

Bill

To: 1263343 Alberta Inc
dba Lynx Airlines
3215-12 Street NE
Calgary, AB T2E 7S9
Canada

Tax Registration No. 136628591 Customer ID 00011606
Due Date 2024-01-25
Terms Due Upon Receipt

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
1% AIF handling fee 2023 as per ATAC agreement		1	1	14,240.12	14,240.12

Incoming Wires in CDN funds sent to:
Beneficiary Bank: Canadian Imperial Bank of Commerce
Transit #: 00007 Account #: 9706917 Bank #: 0010
One Lombard Place, 375 Main Street, Winnipeg, MB, Canada, R3C 2P3
Swift Code: CIBCCATT
Beneficiary: Winnipeg Airports Authority Inc.
For Payment Inquiries: (204) 987-9466
For General Inquiries: (204) 987-2072
Interest will be charged on overdue accounts.
Remittances are payable in Canadian Funds or USD equivalent.

Subtotal: 14,240.12
GST 712.01

Total CAD: 14,952.13

