

**BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.**

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Registration of Trade Name of)	
Les Investissements Nolinor Inc.)	Docket No. OST-2000-8082
d/b/a Nolinor Aviation and/or Nolinor)	
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**REGISTRATION OF TRADE NAME OF LES INVESTISSEMENTS NOLINOR INC.
d/b/a NOLINOR AVIATION and/or NOLINOR**

Communications with respect to the
above should be addressed to:

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Drew M. Derco
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Attorneys for
Les Investissements Nolinor Inc.
d/b/a Nolinor Aviation and/or Nolinor

DATED: August 5, 2020

Registration of Trade Name of)	
Les Investissements Nolinor Inc.)	
d/b/a Nolinor Aviation and/or Nolinor)	Docket No. OST-2000-8082
)	

Pursuant to Part 215 of the Department’s economic regulations, Les Investissements Nolinor Inc. d/b/a/ Nolinor Aviation and/or Nolinor (“Nolinor”) hereby submits this registration for the use of the trade name “OWG”. Nolinor intends to begin using the trade name immediately upon review and approval of this request by the Department.

1. Nolinor is a Canadian airline, which the Department has found to be fit, willing, and able to engage in foreign air transportation between the United States and Canada. Nolinor holds exemption authority authorizing it to conduct passenger and all-cargo charter operations between Canada and the United States; and other charters in accordance with 14 C.F.R. Part 212. *See Notice of Action Taken*, DOT-OST-2000-8082 (July 26, 2018) (renewal filed July 2, 2020 and currently pending under the Administrative Procedures Act).¹

3. To our knowledge, the name “OWG” is not identical to or substantially similar with the name of any other certificated, commuter, or foreign air carrier.

¹ Nolinor respectfully requests that its renewed exemption authority reference the “OWG” trade name when it is issued.

4. As required by 14 C.F.R. 215.4(b), a copy of OST Form 4523 executed by Nolinor is attached hereto.

WHEREFORE, Nolinor respectfully requests that the Department register use of the trade name "OWG".

Respectfully submitted,

A handwritten signature in dark ink, appearing to be 'E D Sahr', written over a horizontal line.

Evelyn D. Sahr
Drew M. Derco

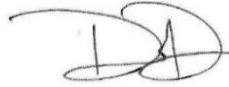
Dated: August 5, 2020

Attorneys for Les Investissements Nolinor Inc.
d/b/a/ Nolinor Aviation and/or Nolinor

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of August, 2020, the foregoing was served via email on the following:

benjamin.taylor@dot.gov
robert.finamore@dot.gov
john.s.duncan@faa.gov

A handwritten signature in black ink, appearing to be 'Drew M. Derco', written over a horizontal line.

Drew M. Derco



AGREEMENT

The undersigned carriers (hereinafter referred to as "the Carriers") hereby agree as follows:

1. Each of the Carriers shall, effective May 16, 1966, include the following in its conditions of carriage, including tariffs embodying conditions of carriage filed by it with any government:

"The Carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12th, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the Carrier agrees that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place

- (1) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
- (2) The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger."

2. Each Carrier shall, at the time of delivery of the ticket, furnish to each passenger whose transportation is governed by the Convention, or the Convention as amended by the Hague Protocol, and by the special contract described in paragraph 1, the following notice, which shall be printed in type at least as large as 10 point modern type and in ink contrasting with the stock on (i) each ticket; (ii) a piece of paper either placed in the ticket envelope with the ticket or attached to the ticket; or (iii) on the ticket envelope:

"ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of

[certain] *
[(name of carrier) and certain other] carriers parties to such special contracts for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 13, 1966. The Agreement (Agreement 18900) became effective May 16, 1966. On January 1, 1985, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]

4. This Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any Carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with DOT.

5. Any Carrier party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to DOT and the other Carriers parties to the Agreement.

(Signature and Date)

August 04, 2020

*Either alternative may be used.

(Printed Name and Title) Marco Prud'homme, President

(Name and Address of Carrier) LES INVESTISSEMENTS NOLINOR INC. d/b/a NOLINOR

OST Form 4523 (Formerly CAB Form 263)

and/or NOLINOR AVIATION and/or OWG

Address: 11600 Louis-Bisson, Mirabel, Canada J7N1G9