

BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.

Application of

UNITED AIRLINES, INC.

for an amended exemption pursuant to
49 U.S.C. § 40109 (codesharing with flydubai)

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Docket DOT-OST-2004-19148

Application of

FLYDUBAI

for an exemption from 49 U.S.C. §41301 and a
blanket statement of authorization
pursuant to 14 C.F.R. Part 212
(codesharing with United)

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Docket DOT-OST-2023-_____

**APPLICATION OF
UNITED AIRLINES, INC.
FOR AMENDED EXEMPTION**

**APPLICATION OF FLYDUBAI
FOR EXEMPTION AND
STATEMENT OF AUTHORIZATION**

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Counsel for flydubai

March 17, 2023

NOTICE: United and flydubai are requesting expedited treatment of this application, will poll air carrier representatives on the attached service list, and advise the Department of the results.

BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.

Application of	:	
	:	
UNITED AIRLINES, INC.	:	Docket DOT-OST-2004-19148
	:	
for an amended exemption pursuant to	:	
49 U.S.C. § 40109 (blanket codeshare	:	
authority)	:	

Application of	:	
	:	
FLYDUBAI	:	Docket DOT-OST-2023-_____
	:	
for an exemption from 49 U.S.C. § 41301 and a	:	
blanket statement of authorization	:	
pursuant to 14 C.F.R. Part 212	:	

APPLICATION OF
UNITED AIRLINES, INC.
FOR AMENDED EXEMPTION

APPLICATION OF FLYDUBAI
FOR EXEMPTION AND BLANKET
STATEMENT OF AUTHORIZATION

flydubai¹ applies, pursuant to 49 U.S.C. § 41301, 14 C.F.R. Part 212, and Rule 302 of the Department’s Rules of Practice, for an exemption from 49 U.S.C. § 41301 and a blanket statement of authorization permitting flydubai to display United’s “UA*” designator code on flights flydubai operates within the United Arab Emirates (“UAE”) and between UAE and third countries. United also applies, pursuant to 49 U.S.C. § 40109 and Rule 302 of the Department’s Rules of Practice,

¹ Common names are used for airlines.

for amendment of its blanket exemption from 49 U.S.C. § 41101 to authorize United to provide codeshare services on flights operated by flydubai to points neither in open-skies countries nor listed in United's certificate or exemption authority upon 30 days' notification to the Department, as United has been allowed to do with its other codeshare partners. United and flydubai ask that their requested exemptions remain in effect for a period of at least two years. flydubai also requests that the blanket statement of authorization be granted for a period of unlimited duration (subject to the Department's usual conditions). United and flydubai intend to begin codesharing as soon as they have obtained all necessary governmental approvals and therefore request expedited treatment of this application.

United and flydubai have entered into a codeshare agreement that will enhance travel opportunities for international air travel between the U.S. and UAE and points beyond the UAE across Africa, the Middle East, India, and Southeast Asia. United and flydubai state as follows in support of their applications:

1. United and flydubai have entered into a codeshare agreement providing for certain codeshare services and have provided a redacted copy of their codeshare agreement to DOT as **Exhibit A**.

2. flydubai requests a Statement of Authorization for blanket codeshare authority to display, in conjunction with services held out by United between the United States and the UAE (either nonstop or via third-country intermediate points), United's "UA*" designator code on flydubai flights between: (a) any points within the UAE; and (b) between any point or points in the UAE and any point or points in any third country. flydubai requests that its exemption authority be granted for a period of at least two years and that its blanket statement of authorization remain in effect for a period of unlimited duration so long as the Parties' codeshare agreement continues

in effect. United and flydubai will notify the Department if any agreement should cease to be effective.

3. Pursuant to the Department's *Notice In the Matter of Blanket Notification of Code-Share Service to Open-Skies Partners and Points*, dated February 9, 2009, flydubai and United provide their initial codeshare notice in **Exhibit B**.² United and flydubai will notify the Department at least 30 days before commencing any codeshare services covered by this application to/from non-open-skies points or on routes for which they do not otherwise hold authority.³

4. To the extent necessary, United requests that the Department amend its blanket exemption pursuant to 49 U.S.C. § 40109 to authorize United to provide codeshare services on flights operated by flydubai to points within and beyond the UAE for points neither in Open Skies countries nor listed in United's certificate or exemption authority upon 30 days' notification to the Department, as United has been allowed to do with its other codeshare partners.⁴ United requests that this exemption authority be granted for a period of at least two years.

5. United holds various certificates of public convenience and necessity and exemptions authorizing it to engage in scheduled air transportation of persons, property, and mail between the U.S. and foreign countries, and United is fit, willing, and able to provide the service for which it seeks authority.⁵ United requests that the Department take official notice, pursuant to

² This filing serves as a blanket 30-day notification of intent to codeshare to Open Skies points.

³ United and flydubai accept the Department's standard conditions on limited-entry third-country codeshare services.

⁴ See, e.g., Notice of Action Taken (Jun. 29, 2018), Docket DOT-OST-2018-0033, and DOT-OST-2004-19148, at n. 1 and Appendix C.

⁵ See, e.g., Orders 2013-4-11 (Reissuing United/Continental authorities to United), 2011-3-14 (United/Continental route transfer), 2007-4-19 (Blanket Open Skies), and Notice of Action Taken dated May 14, 2019, in Docket DOT-OST-2004-19148 (Blanket Worldwide Codesharing).

Rule 24 of its Rules of Practice, of all data filed to date to establish United's fitness. United will continue to conduct its operations in accordance with the terms and conditions of its authority, as well as with all applicable international agreements.

6. The proposed codeshare arrangement among United and flydubai is fully consistent with the U.S.-UAE Air Transport Agreement, under which airlines of any party may perform scheduled international air transportation from points behind the UAE and intermediate points to a point or points in the United States and beyond (in either or both directions).⁶

7. flydubai is an IOSA-certified carrier. United will coordinate with the Federal Aviation Administration on the safety audit process.

8. flydubai is fit, willing, and able to perform the services that are the subject of this application, and the service proposed herein is clearly in the public interest.

9. flydubai is a UAE carrier headquartered at: flydubai Headquarters, Dubai International Airport, Terminal 2, Al Ittihad Road, Corner Al Quds Road, P.O. Box 353 and is organized and exists under the laws of the United Arab Emirates and Dubai.

10. flydubai is subject to the jurisdiction of both the Government of the United Arab Emirates and the Government of Dubai. The UAE is a contracting state to the Convention of International Civil Aviation ("Chicago Convention") and observes all applicable ICAO standards. *14 C.F.R. § 211.20(b)*. flydubai operates subject to the regulatory jurisdiction of the UAE General Civil Aviation Authority. The address of the UAE General Civil Aviation Authority is:

P.O. Box 6558
Airport Road, Behind Carrefour
Saif Ghobash Street

⁶ See Air Transport Agreement Between the Government of the United States of America and the Government of the United Arab Emirates, Annex I, Section 1 (Mar. 11, 2002).

Abu Dhabi
UAE

11. As noted above, United and flydubai have entered into a codeshare agreement providing for the display of United's "UA*" code on flydubai's flights between specified points in UAE and beyond. Consistent with its UAE authorizations, its designation, and the terms of the U.S.-UAE Air Transport Agreement, flydubai requests from the Department exemption authority authorizing flydubai to engage in scheduled foreign air transportation of persons, property, and mail between points in the UAE and points beyond the UAE and the U.S. in support of its codeshare agreement with United. *14 C.F.R. § 211.20(c)*

12. Information on flydubai's Board of Directors and Key Management Personnel is provided in **Exhibit C**. *14 C.F.R. § 211.20(d)*. None of the directors, officers, or key management personnel are known to be related by blood or marriage. To the extent necessary, flydubai respectfully requests a waiver from the Department's substantial ownership and effective control requirements. While flydubai is wholly owned by the Government of Dubai, its Board of Directors and Key Management personnel consist of citizens from the UAE, United Kingdom, India, South Africa, Switzerland, and Australia. Under the circumstances presented, such a waiver is (i) consistent with longstanding DOT policy;⁷ and (ii) in the public interest, as there is nothing in flydubai's ownership or control that is inimical to U.S. aviation policy or interests.

13. flydubai is wholly owned by the Government of Dubai and is operated by Investment Corporation Dubai. *14 C.F.R. §§ 211.20(e), (f) and (g)*.

⁷ See, e.g. Order 2022-5-10 (granting waiver to Cayman Islands carrier not exclusively controlled by Cayman citizens); Order 2021-8-5 (granting waiver to Colombian carrier not exclusively controlled by Colombian citizens); Order 2017-9-13 (granting waiver to Costa Rican carrier 100% owned by non-homeland, Mexican company); Notice of Action Taken in Docket DOT-OST-2005-20717 (issued Dec. 16, 2011) (granting waiver to Bahraini carrier 100% owned by nonhomeland, German company).

14. flydubai's insurance coverage meets or exceeds the liability limits of 14 C.F.R. Part 205. flydubai has included a completed copy of DOT OST Form 6411 (insurance information) in **Exhibit D**. *14 C.F.R. § 211.20(h)*.

15. flydubai's Air Operator's Certificate is provided in **Exhibit E**. *14 C.F.R. § 211.20(i)*.

16. flydubai has an extensive network, operating to over 100 destinations across Europe, Africa, the Middle East, India, and Asia and has served over 70 million passengers since beginning operations in 2009. *14 C.F.R. § 211.20(j)*.

17. flydubai's fleet information is provided in **Exhibit F**. *14 C.F.R. § 211.20(k)*.

18. flydubai aircraft are maintained partly in-house and partly by contract with Lufthansa Technik, Turkish Airline Technic and GMR Aero Technic with specialized engine, APU and component maintenance work being performed by the relevant approved component manufacturers. All maintenance is and will continue to be performed in accordance with programs that comply with the provisions of ICAO Pilots and Airmen Annexes 1, 6 (Part 1) and 7. *14 C.F.R. § 211.20(l)*.

19. flydubai does not have any agreements or cooperative working arrangements that are not currently on file with the department. *14 C.F.R. § 211.20(m)*.

20. flydubai's financial information for the years 2020 and 2021 are attached in **Exhibit G**. These documents contain sensitive financial and commercial data and are therefore being submitted under seal along with a Motion for Confidential Treatment. These documents clearly establish that flydubai meets and exceeds the Department's financial fitness criteria. *14 C.F.R. § 211.20(n)*.

21. flydubai has not received and does not expect to receive any financial assistance from the Government of the United Arab Emirates. *14 C.F.R. § 211.20(o)*.

22. The codeshare services proposed by United and flydubai are fully consistent with the U.S.-UAE Air Transport Agreement. *14 C.F.R. §§ 211.20(q) and (r)*.

23. flydubai has not had any tariff violations or fatal accidents in the past five years. *14 C.F.R. § 211.20(s)*.

24. flydubai has included a completed OST Form 4523 in **Exhibit H**. *14 C.F.R. §§ 211.20(t)*.

25. United and flydubai submit that their application raises no environmental or energy issues. All of the proposed operations will be conducted in accordance with applicable noise abatement requirements utilizing modern, fuel-efficient Stage 3 aircraft. Approval of this application will not constitute a major regulatory action under the Energy Policy and Conservation Act of 1975, as defined in Part 313 of the Department's regulations.

26. Submission of a family assistance plan and passenger manifest information is not required in connection with flydubai's request for limited exemption authority. Family assistance plans are not required because flydubai's operations will be conducted wholly outside the United States. Submission of passenger manifest information under 14 C.F.R. Part 243 is also not required because flydubai does not seek authority to operate a "covered flight segment" within the meaning of Part 243 (and does not otherwise hold such authority). United's existing family assistance plan already on file with the Department will be applicable to United-ticketed passengers.

27. Flydubai has included a signed verification statement as **Exhibit I**. *14 C.F.R. § 211.11*.

28. Granting this application is in the public interest because it will provide substantial consumer benefits by enhancing the service options available to the U.S. traveling public for travel between the U.S., UAE, and points beyond. United will be able to offer convenient additional online services between the U.S. and points in UAE and beyond, which will enhance competition and travel options available to consumers. Further, the Department has previously granted similar authority to numerous codeshare partnerships involving U.S. and foreign carriers, recognizing the important public benefits that are produced.

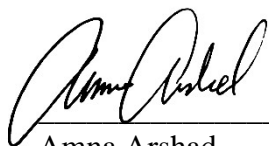
29. United and flydubai will conduct their codesharing activities in compliance with Part 257 of the Department's regulations and any other applicable conditions, rules, and regulations.

30. The codeshare authority requested herein will have no impact on United's Civil Reserve Air Fleet commitments.

31. Because United and flydubai would like to begin marketing their codeshare service as soon as possible, they request that the Department expedite approval of this application. To the extent necessary, United and flydubai request a waiver of the provision that requires the carriers to file requests for statements of authorization at least 45 days in advance of their proposed start-up date.

WHEREFORE, United and flydubai respectfully ask the Department to grant their requested exemptions and blanket statement of authorization on an expedited basis, and any other relief the Department may deem necessary or appropriate.

Respectfully submitted,



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Benjamin Sanchez
Freshfields Bruckhaus
Deringer LLP

Counsel for United Airlines, Inc.



Evelyn D. Sahr
Drew M. Derco
Alexis A. George
Eckert Seamans Cherin & Mellott, LLC

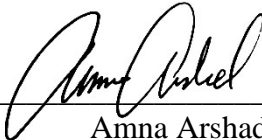
Counsel for flydubai

March 17, 2023

CERTIFICATE OF SERVICE

I certify that I have this date served the foregoing document on the following persons by causing a copy to be sent electronically in accordance with the Department's Rules of Practice:

Alaska	David Heffernan	dheffernan@cozen.com
American	Robert Wirick	robert.wirick@aa.com
	Brent Alex	brent.alex@aa.com
	Arjun Garg	arjun.garg@hoganlovells.com
	Pat Rizzi	patrick.rizzi@hoganlovells.com
	Bruce Wark	bruce.wark@aa.com
	Molly Wilkinson	molly.wilkinson@aa.com
Atlas	Keinan Meginniss	keinan.meginniss@atlasair.com
	George Kopcsay	george.kopcsay@atlasair.com
Delta	Chris Walker	chris.walker@delta.com
	Steve Seiden	steven.seiden@delta.com
FedEx	Anne Bechdolt	anne.bechdolt@fedex.com
	Brian Hedberg	brian.hedberg@fedex.com
JetBlue	Robert Land	robert.land@jetblue.com
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Kalitta Air	Mark Atwood	matwood@cozen.com
National Airlines	Malcolm Benge	mlbenge@zsrlaw.com
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UPS	Dontai Smalls	dsmalls@ups.com
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	Richard Yoneoka	yoneokar@state.gov
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	Eugene Alford	eugene.alford@trade.gov
	Robert Carty	robert.carty@faa.gov
	Airlineinfo	info@airlineinfo.com


Amna Arshad

March 17, 2023

EXHIBIT A

Redacted Codeshare Agreement

[codeshare agreement]

EXHIBIT B

Initial Codeshare Notice

INITIAL CODESHARE NOTICE

United provides notification of its intent to codeshare with flydubai on flights operated by flydubai between Dubai International Airport (DXB) and the following points:

City/Country	Airport Code
Abha, Saudi Arabia	AHB
Amman, Jordan	AMM
Qaisumah, Saudi Arabia	AQI
Asmara, Eritrea	ASM
Bahrain, Bahrain	BAH
Dammam, Saudi Arabia	DMM
Doha, Qatar	DOH
Najran, Saudi Arabia	EAM
Gassim, Saudi Arabia	ELQ
Hail, Saudi Arabia	HAS
Jeddah, Saudi Arabia	JED
Kuwait City, Kuwait	KWI
Muscat, Oman	MCT
Madinah, Saudi Arabia	MED
Neom, Saudi Arabia	NUM
Riyadh, Saudi Arabia	RUH
Salalah, Oman	SLL
Taif, Saudi Arabia	TIF
Tabuk, Saudi Arabia	TUU
Alula, Saudi Arabia	ULH
Yanbu al Bahr, Saudi Arabia	YNB

EXHIBIT C

Board of Directors and Key Management Personnel

Board of Directors and Key Management Personnel

NAME	CITIZENSHIP/NATIONALITY	POSITION
Ghaith Al Ghaith	United Arab Emirates	Chief Executive Officer
Hamad Obaidalla	United Arab Emirates	Chief Commercial Officer
Francois Oberholzer	South Africa	Chief Financial Officer
Michael Hills	United Kingdom	Chief Operations Officer
Khalid Alhumaidan	United Arab Emirates	VP - Quality & Safety
Andrew Glover	United Kingdom	VP - Engineering & Maintenance
Patrick Gonzenbach	Switzerland	SVP Flight Operations
Wilhelm Guna	Australia	Chief Pilot
Arbind Kumar	India	SVP – Finance
Ramesh Anantharaman	India	SVP Revenue Management

EXHIBIT D

DOT Form 6411 – Insurance



Office of the Secretary
of Transportation

AGENCY DISPLAY OF ESTIMATED BURDEN

The public reporting burden for this collection of information is estimated to average 30 minutes per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to: U.S. Department of Transportation, Office of Aviation Analysis, X-56, 400 7th St., SW, Washington, D.C. 20590. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

NOTE: For information on where to file completed copies of this form, see **FILING INSTRUCTIONS** below.

OMB No. 2106-0030 Expires 2-28-2011

FOREIGN AIR CARRIERS - CERTIFICATE OF INSURANCE

POLICIES OF INSURANCE FOR AIRCRAFT ACCIDENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

FILING INSTRUCTIONS: File a signed original of this form with the Federal Aviation Administration, Air Transportation Div., AFS-260, 800 Independence Ave., SW., Washington, DC 20591. (See **EXCEPTION** below.)

EXCEPTION: If Section 2.A. is filled in because the insured is a *Canadian Charter Air Taxi Operator*, file an original of this form with the U.S. Department of Transportation, Special Authorities Division (X-46), 400 7th Street, SW, Washington, D.C. 20590

(Please type information, except signatures.)

THIS CERTIFIES THAT:

Orient Insurance PJSC
(Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to DUBAI AVIATION CORPORATION (trading as flydubai), FAA Certificate Number _____
(Name, address and FAA Certificate number of Insured Foreign Air Carrier)

effective from 16th November, 2021 until ten (10) days after written notice from the insurer or carrier of the intent to terminate coverage is received by the Department of Transportation.

NOTE: Part 205 of the Department's Regulations does not allow for a predetermined termination date, and a certificate showing such a date is unacceptable.

1. The Insurer (Check One):

- ☐ is licensed to issue aircraft insurance policies in the United States;
☒ is licensed or approved by the government of VARIOUS COUNTRIES to issue aircraft insurance policies; or
☐ is an approved surplus line insurer in the State(s) of _____

2. The insurer assumes, under the policy or policies listed below, aircraft accident liability insured to minimums at least equal to the following during operation, maintenance, or use of aircraft in "foreign air transportation" as that term is defined in 49 U.S.C. 40102.

(Complete applicable section A, B, or C below):

A. CANADIAN CHARTER AIR TAXI OPERATORS WITH PART 294 AUTHORITY ONLY

The aircraft covered by this policy have: (1) 30 or fewer passenger seats and a maximum payload capacity of 7,500 pounds or less; and/or (2) a maximum authorized takeoff weight on wheels of no more than 35,000 pounds. (Complete separate or combined coverage as appropriate):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each person	Each Occurrence
_____	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$75,000	\$2,000,000*(See note)
_____	Passenger Bodily Injury	\$75,000	\$75,000 x 75% of total number of passenger seats installed in aircraft

☐ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. _____ Amount of Coverage _____ U.S. Dollars

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

NOTE: If the aircraft covered by this policy have more than 30 passenger seats or more than a maximum payload capacity of 7,500 pounds, the minimum limit per occurrence shall be \$20,000,000.

B. FOREIGN AIR CARRIERS OPERATING SMALL AIRCRAFT

The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload capacity of 18,000 pounds or less). (*Complete separate or combined coverage as appropriate*):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each person	Each Occurrence
_____	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$300,000	\$2,000,000
_____	Passenger Bodily Injury	\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft

☐ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. _____ Amount of Coverage _____ U.S. Dollars

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

C. FOREIGN AIR CARRIERS OPERATING LARGE AIRCRAFT

The aircraft covered by this policy are LARGE AIRCRAFT (i.e., with more than 60 passenger seats or with a maximum payload capacity of more than 18,000 pounds). (*Complete separate or combined coverage as appropriate*):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each person	Each Occurrence
_____	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$300,000	\$20,000,000
_____	Passenger Bodily Injury	\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft

☒ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. 00475A21 Amount of Coverage Not less than USD 250,000,000

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

3. The policy or policies listed in this certificate insure(s) (*Check One*): Make and Model _____


FAA or Foreign Flag
Registration No. _____

☒ Operations conducted with all aircraft operated by the insured

☐ Operations conducted with the following types of aircraft:

☐ Operations with the following aircraft: (Use additional page if necessary)

4. Each policy listed in this certificate meets or exceeds the requirements in 14 CFR Part 205. *

_____ (Name of Insurer)	WILLIS LIMITED – AVIATION & AEROSPACE PRACTICE _____ (Name of Broker, if applicable)
_____ (Address)	51 Lime Street _____ (Address)
_____ (City, State, Zip Code)	LONDON EC3M 7DQ _____ (City, State, Zip Code)
Contact (person who can verify the effectiveness of the coverage) _____	ANDREW BRATBY – AUTHORIZED SIGNATORY _____ (Officer or authorized representative)
_____ (Area Code, Phone Number) / _____ (Area Code, Fax Number)	020 3124 6000 / _____ (Area Code, Phone Number) (Area Code, Fax Number)
_____ (Signature, if applicable)	 _____ (Signature)
_____ (Date)	16 th November 2021 _____ (Date)

* subject to approved exclusions in accordance with CAB letter 22nd January 1982 to LeBoeuf, Lamb, Leiby and MacRae

EXHIBIT E

flydubai's Air Operator Certificate



شهادة المشغل الجوي
AIR OPERATOR CERTIFICATE
UNITED ARAB EMIRATES
GENERAL CIVIL AVIATION AUTHORITY

<p>AOC No: AC-0005</p> <p>Expiry Date: 29 April 2023</p>	<p>flydubai</p> <p>Db a Trading Name: DUBAI AVIATION CORPORATION "FLYDUBAI"</p> <p>Operator Address: flydubai Head Quarters, Al Ittihad Road, Corner Al Quds Road P.O.Box 353 Dubai United Arab Emirates</p> <p>Telephone: +971 4 6033800</p> <p>Fax: +971 4 2200030</p> <p>E-mail: AOC.005@flydubai.com</p>	<p>OPERATIONAL POINTS OF CONTACT:</p> <p>Contact details, at which operational management can be contacted without undue delay, are listed in Operations Specifications.</p>
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This certificate certifies that: flydubai is authorized to perform Air Carrier operations as defined in the attached operations specification, in accordance with the operations manual and UAE Civil Aviation Regulations.

Date of Issue:
14 March 2021

Name and Signature:
Title:

Mohammed Al Saadi
Director Flight Operations



EXHIBIT F

flydubai's Aircraft Fleet

Aircraft	Year	MSN	Lease Manager	Legal Owner/Lessor	Address and Place of Incorporation/Citizenship of lessor
OPERATING LEASE					
A6-FDZ	2012	40253	PEMB	PEMBROKE AIRCRAFT LEASING 3 LIMITED (owner and lessor)	32 Molesworth Street, Dublin 2, D02Y512, Ireland
A6-FEA	2012	40254	PEMB	PEMBROKE AIRCRAFT LEASING 3 LIMITED (owner and lessor)	32 Molesworth Street, Dublin 2, D02Y512, Ireland
A6-FEE	2013	40258	JSA	Jackson Square Aviation Ireland Limited (owner and lessor)	3 Ballsbridge Park, Dublin 4, D04 C7H2, Ireland
A6-FEJ	2013	40262	JSA	Jackson Square Aviation Ireland Limited (owner and lessor)	3 Ballsbridge Park, Dublin 4, D04 C7H2, Ireland
A6-FEO	2014	40266	CDB	Wings Aviation 40266 Limited (owner and lessor)	Wings Aviation 40266 Limited, Block A, George's Quay Plaza, George's Quay, Dublin 2, Ireland
A6-FER	2014	40268	Avolon	Avolon Leasing Ireland 3 Limited (owner and lessor)	Avolon Leasing Ireland 3 Limited, Number One Ballsbridge, Building 1, Shelbourne Road, Ballsbridge, Dublin 4, Ireland
A6-FES	2014	40270	Goshawk	Shi Aviation Leasing Limited (owner and lessor)	Shi Aviation Leasing Limited, 32 Molesworth Street, Dublin 2, Ireland
A6-FET	2015	40271	SMBC	SMBC AVIATION CAPITAL LIMITED (owner and lessor)	SMBC Aviation Capital Limited, IFSC House, IFSC, Dublin 1, Ireland
A6-FEZ	2015	40272	CDB	GY Aviation Lease 1203 Co, Limited (owner and lessor)	GY Aviation Lease 1203 Co. Limited, of Fourth Floor, 3 George's Dock, International Financial Services Centre, Dublin 1, Ireland
A6-FEU	2015	40273	Aurum	Aurum FZ One SPV Limited (owner and lessor)	Aurum FZ One SPV Limited, 2462rescowork01, 24" Floor, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
A6-FEY	2015	40274	JSA	Jackson Square Aviation Ireland Limited (owner and lessor)	3 Ballsbridge Park, Dublin 4, D04 C7H2, Ireland
A6-FEV	2015	40275	Aurum	Aurum FZ Two SPV Limited (owner and lessor)	Aurum FZ One SPV Limited, 2462rescowork01, 24" Floor, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
A6-FEW	2015	40276	SMBC	SMBC AVIATION CAPITAL LIMITED (owner and lessor)	SMBC Aviation Capital Limited, IFSC House, IFSC, Dublin 1, Ireland

Aircraft	Year	MSN	Lease Manager	Legal Owner/Lessor	Address and Place of Incorporation/Citizenship of lessor
A6-FEX	2015	40278	Avolon	Avolon Aerospace AOE 163 Limited (owner and lessor)	Avolon Leasing Ireland 3 Limited, Number One Ballsbridge, Building 1, Shelbourne Road, Ballsbridge, Dublin 4, Ireland
A6-FEG	2013	40281	SMBC	SMBC AVIATION CAPITAL LIMITED (owner and lessor)	SMBC Aviation Capital Limited, IFSC House, IFSC, Dublin 1, Ireland
A6-FGA	2016	60954	JSA	Jackson Square Aviation Ireland Limited (owner and lessor)	3 Ballsbridge Park, Dublin 4, D04 C7H2, Ireland
A6-FGB	2016	60955	BBAM	NBB SISKIN Co Ltd (Owner and Lessor)	NBB Siskin Co., Ltd, 3-3-2 Nihonbashi Hamacho, Chuo-Ku, Tokyo 103-0007, Japan
A6-FGC	2016	60956	BBAM	NBB ROOK CO LTD (Owner and Lessor)	NBB Rook Co., Ltd, 3-3-2 Ni Hon Bashi Hamacho, Chuo-Ku, Tokyo 103-0007, Japan
A6-FGD	2016	60957	JSA	JSA International U.S Holdings LLC (owner and Lessor)	JSA International U.S. Holdings, LLC, With Its Offices AT 909 Montgomery Street, Suite 500, San Francisco, California 94133, United States Of America
A6-FGE	2016	60958	BoComm	JIN SHAN 15 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland
A6-FGF	2016	60959	BoComm	JIN SHAN 15 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland
A6-FGI	2017	60962	BoComm	JIN SHAN 15 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland
A6-FGJ	2017	60963	Goshawk	Shi Aviation Leasing Limited (owner and Lessor)	Shi Aviation Leasing Limited, 32 Molesworth Street, Dublin 2, Ireland
A6-FMO	2022	60973	SMBC	SMBC Aviation Capital Limited (Owner and Lessor)	SMBC Aviation Capital Limited, IFSC House, IFSC, Dublin 1, Ireland
A6-FMW	2022	60975	SMBC	SMBC Aviation Capital Limited (Owner and Lessor)	SMBC Aviation Capital Limited, IFSC House, IFSC, Dublin 1, Ireland
A6-FMG	2018	60976	BoComm	JIN SHAN 27 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland
A6-FNA	2018	60977	BoComm	JIN SHAN 27 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland
A6-FNB	2018	60978	BoComm	JIN SHAN 27 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland
A6-FMH	2018	60979	BoComm	JIN SHAN 27 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland

Aircraft	Year	MSN	Lease Manager	Legal Owner/Lessor	Address and Place of Incorporation/Citizenship of lessor
A6-FMJ	2019	60980	FPG	FLIP No. 256 Co., Ltd (Owner and Lessor)	Flip No. 256 Co., Ltd., 7-2 Marunouchi 2 - Chome, Chiyoda-Ku, Tokyo, 100-7029, Japan
A6-FMK	2019	60981	Novus	Ortus Aircraft Lease 11 Ltd, MaplesFS Limited (Owner and Lessor)	Ortus Aircraft Lease 11 Ltd, Maplesfs Limited, PO Box 1093, Queensgate House, Grand Cayman, KYL-1102, Cayman Islands
A6-FML	2021	60982	ICBC	Sky High 128 Leasing Company Limited (Owner and Lessor)	Sky High 128 Leasing Company Limited, 2 Grand Canal Square, Grand Canal Harbour, Dublin 2, Dublin, Ireland, D02 A342
A6-FNC	2018	60983	BoComm	JIN SHAN 27 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland
A6-FMI	2018	60984	BoComm	JIN SHAN 27 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland
A6-FMM	2021	60985	Novus	Ortus Aircraft Lease 10 Ltd, MaplesFS Limited (Owner and Lessor)	Ortus Aircraft Lease 10 Ltd, Maplesfs Limited, Po Box 1093, Queensgate House, Grand Cayman, Ky1-1102, Cayman Islands
A6-FMN	2021	60989	SMBC	SMBC Aviation Capital Limited (Owner and Lessor)	SMBC Aviation Capital Limited, IFSC House, IFSC, Dublin 1, Ireland
A6-FMP	2021	60990	ICBC	Sky High 128 Leasing Company Limited (Owner and Lessor)	Sky High 128 Leasing Company Limited, 2 Grand Canal Square, Grand Canal Harbour, Dublin 2, Dublin, Ireland, D02 A342
A6-FMQ	2021	60992	SMBC	SMBC Aviation Capital Limited (Owner and Lessor)	SMBC Aviation Capital Limited, IFSC House, IFSC, Dublin 1, Ireland
A6-FMR	2021	60993	SMBC	SMBC Aviation Capital Limited (Owner and Lessor)	SMBC Aviation Capital Limited, IFSC House, IFSC, Dublin 1, Ireland
A6-FMS	2021	60994	SMBC	SMBC Aviation Capital Limited (Owner and Lessor)	SMBC Aviation Capital Limited, IFSC House, IFSC, Dublin 1, Ireland
A6-FMT	2021	60995	SMBC	SMBC Aviation Capital Limited (Owner and Lessor)	SMBC Aviation Capital Limited, IFSC House, IFSC, Dublin 1, Ireland
A6-FMU	2021	60996	ICBC	Sky High 128 Leasing Company Limited (Owner and Lessor)	Sky High 128 Leasing Company Limited, 2 Grand Canal Square, Grand Canal Harbour, Dublin 2, Dublin, Ireland, D02 A342
A6-FMV	2021	60997	ICBC	Sky High 128 Leasing Company Limited (Owner and Lessor)	Sky High 128 Leasing Company Limited, 2 Grand Canal Square, Grand Canal Harbour, Dublin 2, Dublin, Ireland, D02 A342
A6-FMX	2022	60998	PEMB	PEMBROKE AIRCRAFT LEASING 3 LIMITED (owner and lessor)	32 Molesworth Street, Dublin 2, D02Y512, Ireland

Aircraft	Year	MSN	Lease Manager	Legal Owner/Lessor	Address and Place of Incorporation/Citizenship of lessor
A6-FMY	2022	60999	PEMB	PEMBROKE AIRCRAFT LEASING 3 LIMITED (owner and lessor)	32 Molesworth Street, Dublin 2, D02Y512, Ireland
A6-FMZ	2022	61000	PEMB	PEMBROKE AIRCRAFT LEASING 3 LIMITED (owner and lessor)	32 Molesworth Street, Dublin 2, D02Y512, Ireland
A6-FPA	2022	61024	PEMB	PEMBROKE AIRCRAFT LEASING 3 LIMITED (owner and lessor)	32 Molesworth Street, Dublin 2, D02Y512, Ireland
A6-FPB	2022	61001	PEMB	PEMBROKE AIRCRAFT LEASING 3 LIMITED (owner and lessor)	32 Molesworth Street, Dublin 2, D02Y512, Ireland
A6-FKA	2022	61010	SMBC	SMBC Aviation Capital Limited (Owner and Lessor)	SMBC Aviation Capital Limited, IFSC House, IFSC, Dublin 1, Ireland
A6-FKG	2022	61004	BoComm	JIN SHAN 27 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland
A6-FKE	2022	61039	SMBC	SMBC Aviation Capital Limited (Owner and Lessor)	SMBC Aviation Capital Limited, IFSC House, IFSC, Dublin 1, Ireland
A6-FKG	2022	61004	BoComm	JIN SHAN 27 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland
A6-FKF	2022	61013	Griffin	Steps Issuer Designated Activity Company (Owner and Lessor)	steps issuer designated activity company, rocktwist house, block 1, western business park, Shannon, Clare, Ireland.
A6-FKH	2022	61005	BoComm	JIN SHAN 27 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland
A6-FKJ	2023	61007	Griffin	Steps Issuer Designated Activity Company (Owner and Lessor)	steps issuer designated activity company, rocktwist house, block 1, western business park, Shannon, Clare, Ireland.
A6-FKI	2023	61006	BoComm	JIN SHAN 27 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland
A6-FKK	2023	61009	BoComm	JIN SHAN 27 IRELAND COMPANY LIMITED (Owner and Lessor)	First Floor 2-4 Ely Place, D02FR58, Dublin 2, Ireland
FINANCE LEASE					
A6-FEM	2014	40264	PK/GECAS	Al Twar Two Limited (owner and lessor)	Al Twar Two Limited, P.O. Box 1093, Queensgate House, Grand Cayman, Ky1-1102, Cayman Islands
A6-FEK	2013	40282	PK/GECAS	Al Twar One Limited (owner and lessor)	Al Twar One Limited, P.O.Box 1093, Queensgate House, Grand Cayman, Ky1-1102, Cayman Islands

Aircraft	Year	MSN	Lease Manager	Legal Owner/Lessor	Address and Place of Incorporation/Citizenship of lessor
A6-MAX	2017	60966	NordLB	Al Saqr Three Limited (owner and lessor)	Al Saqr Three, PO Box 1093, Queensgate House, Grand Cayman, Ky1-1102, Cayman Islands
A6-FPC	2022	61028	DIB	Al Nakhla One Limited (owner and lessor)	Al Nakhla One Limited, Po Box 1093, Queensgate House, Grand Cayman, Ky1-1102, Cayman Islands
A6-FPD	2022	61002	DIB	Al Nakhla One Limited (owner and lessor)	Al Nakhla One Limited, Po Box 1093, Queensgate House, Grand Cayman, Ky1-1102, Cayman Islands
A6-FPE	2022	61003	FAB	Al Nakhla Two Limited (owner and lessor)	Al Nakhla Two Limited, Po Box 1093, Queensgate House, Grand Cayman, Ky1-1102, Cayman Islands
A6-FKC	2022	61011	NordLB	Al Nakhla Three Limited (owner and lessor)	Al Nakhla Three Limited, Po Box 1093, Queensgate House, Grand Cayman, Ky1-1102, Cayman Islands
A6-FKD	2022	61012	NordLB	Al Nakhla Three Limited (owner and lessor)	Al Nakhla Three Limited, Po Box 1093, Queensgate House, Grand Cayman, Ky1-1102, Cayman Islands
A6-FKB	2022	61034	FAB	Al Nakhla Two Limited (owner and lessor)	Al Nakhla Two Limited, Po Box 1093, Queensgate House, Grand Cayman, Ky1-1102, Cayman Islands
AFIC					
A6-FMD	2017	60967	SMBC	Al Dhahab One Ltd. (owner and lessor)	Al Dhahab One Limited, P.O. Box 1093, Queensgate House, Grand Cayman, Ky1-1102, Cayman Islands
A6-FMB	2017	60968	SMBC	Al Dhahab One Ltd. (owner and lessor)	Al Dhahab One Limited, P.O. Box 1093, Queensgate House, Grand Cayman, Ky1-1102, Cayman Islands
A6-FMC	2017	60969	SMBC	Al Dhahab One Ltd. (owner and lessor)	Al Dhahab One Limited, P.O. Box 1093, Queensgate House, Grand Cayman, Ky1-1102, Cayman Islands
JOLCO					
A6-FMA	2017	60965	CA-CIB	DIA CARACAL LTD (Owner &Lessor)	DIA Caracal Ltd, 5-1, Marunouchi 1-Chome, Chiyoda-Ku, Tokyo, Japan
A6-FME	2017	60970	CA-CIB	LS Aviation No 1 Co LTD (Owner & Lessor)	LS-Aviation No.1 Co., Ltd, 1-6-1 Roppongi, Minato-Ku, Tokyo, Japan

Aircraft	Year	MSN	Lease Manager	Legal Owner/Lessor	Address and Place of Incorporation/Citizenship of lessor
A6-FMF	2018	60974	CA-CIB	DIA Serval Ltd (Lessor)	DIA Serval Ltd., 5-1, Marunouchi 1-Chome, Chiyoda-Ku, Tokyo, Japan
EXIM					
A6-FEB	2012	40255	PEFCO	Mirdiff One LLC, c/o Wells Fargo Delaware Trust Company (owner and lessor)	919 North Market Street, Suite 1600, Wilmington, DE 19801, USA
A6-FEC	2012	40256	PEFCO	Mirdiff One LLC, c/o Wells Fargo Delaware Trust Company (owner and lessor)	919 North Market Street, Suite 1600, Wilmington, DE 19801, USA
A6-FED	2012	40257	PEFCO	Mirdiff One LLC, c/o Wells Fargo Delaware Trust Company (owner and lessor)	919 North Market Street, Suite 1600, Wilmington, DE 19801, USA
FLYDUBAI OWNED					
A6-FEQ	2014	40267		Dubai Aviation Corporation (owner and operator)	
A6-FEP	2014	40269		Dubai Aviation Corporation (owner and operator)	
A6-FGG	2016	60960	NordLB	Dubai Aviation Corporation (owner and operator)	
A6-FGH	2016	60961	NordLB	Dubai Aviation Corporation (owner and operator)	
A6-FEM	2014	40264		Dubai Aviation Corporation (owner and operator)	
A6-FEK	2013	40282		Dubai Aviation Corporation (owner and operator)	
A6-MAX	2017	60966		Dubai Aviation Corporation (owner and operator)	

EXHIBIT G

Financial Statements

FINANCIAL STATEMENTS

flydubai's financial statements are being submitted under seal pursuant to a motion for confidential treatment pursuant to 14 C.F.R. Part 302.

EXHIBIT H

OST Form 4523 (Warsaw Waiver)



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.

*Either alternative may be used.

(Signature and Date)  March 8, 2023

(Printed Name and Title) Hamad Obaidalla - Chief Commercial Officer

(Name and Address of Carrier) Dubai Aviation Corp. d/b/a flydubai

Al Itihad Rd., corner Al Quds Road, P.O. Box 353, Dubai,
United Arab Emirates (UAE)

RKD

EXHIBIT I

Verification Statement

VERIFICATION

Pursuant to Title 18 United States Code Section 1001, I, Hamad Obaidalla, in my individual capacity and as the authorized representative of the pleader, have not in any manner knowingly and willfully falsified, concealed, or failed to disclose any material fact or made any false, fictitious, or fraudulent statement or knowingly used any documents which contain such statements in connection with the preparation, filing or prosecution of the pleading. I understand that an individual who is found to have violated the provisions of 18 U.S.C. Section 1001 shall be fined or imprisoned not more than five years, or both.

Executed on this 8th day of March, 2022.



Dubai Aviation Corp. d/b/a flydubai

Name: Hamad Obaidalla

Title: Chief Commercial Officer

