

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

Application of)	
)	
CARIBBEAN AIRLINES LIMITED)	
)	
For a Foreign Air Carrier Permit)	Docket DOT-OST-2023-
pursuant to 49 U.S.C. 41302)	
)	
)	

**APPLICATION OF CARIBBEAN AIRLINES LIMITED
FOR A FOREIGN AIR CARRIER PERMIT
PURSUANT TO 49 U.S.C. § 41302**

Communications with respect to this document should be directed to:

**John Maggio
jmaggio@condonlaw.com
CONDON & FORSYTH LLP
7 Times Square
New York, NY 10036
(212) 894-6792
(212) 370-4453 (fax)**

**Counsel for
CARIBBEAN AIRLINES LIMITED**

DATED: April 17, 2023

NOTICE: Any person may support or oppose this application by filing an answer with the Department of Transportation and serving a copy of the answer on the applicant and all persons served with this application on or before May 8, 2023.

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**APPLICATION OF CARIBBEAN AIRLINES LIMITED
FOR A FOREIGN AIR CARRIER PERMIT PURSUANT TO 49 U.S.C. § 41302**

Pursuant to 49 U.S.C. § 41302 and 14 C.F.R. Part 211, Caribbean Airlines Limited (“CAL”), respectfully requests the authority to operate to the full extent authorized by the Air Transport Agreement between the Government of the United States of America and the Government of the Republic of Trinidad and Tobago (the “U.S.–T&T Agreement”),¹ to enable it to engage in: (1) scheduled foreign and charter air transportation of persons, property and mail from points behind Trinidad and Tobago via Trinidad and Tobago and intermediate points to any point or point in the United States and beyond; (2) all-cargo service from and between the same points; and (3) any other authority permitted under Part 212 of the Department of Transportation’s (“Department”) rules.

For the reasons stated below, CAL is fit, willing and able to perform the services for which the Open Skies blanket authority is sought. Therefore, granting Open Skies authority will

¹ The Air Transport Agreement between the Government of the United States of America and the Government of the Republic of Trinidad and Tobago dated May 22, 2010. See Air Transport Agreements Between the U.S. and Trinidad and Tobago, <https://2009-2017.state.gov/e/eb/rls/othr/ata/t/td/212518.htm>.

be in the public interest as it will permit CAL to provide direct services to passengers traveling between Trinidad and Tobago and the U.S., via intermediate and beyond points, that U.S. and international passengers have relied upon for over a decade.

In support of this application, CAL states as follows:

1. CAL is the flag carrier of the Republic of Trinidad and Tobago and is a corporation organized under the laws of Trinidad and Tobago, having its registered office in Iere House, Golden Grove Road, Piarco, Trinidad. Trinidad and Tobago Civil Aviation Authority has issued CAL an Air Operator Certificate pursuant to Trinidad and Tobago law under The Civil Aviation Act, granting CAL worldwide authority to operate as the official flag-carrier of Trinidad and Tobago. CAL's current authority expires on December 31, 2023, and will be renewed by application to the government of Trinidad and Tobago. The Air Operator Certificate is attached as Annex 1.

2. Under Department docket OST-2006-26586, CAL has been granted various exemptions authorizing scheduled and charter service between Trinidad and Tobago and various U.S. points via intermediate and beyond points, as well as other authority under Part 212, that are consistent with the authority it seeks herein. *See Caribbean Airlines Limited (Caribbean Airlines)*, OST-2006-26586-0003, Notice of Action Taken, dated December 27, 2006 (granting CAL the authority to permit scheduled foreign air transportation of persons, property and mail between Trinidad and Tobago via several intermediate points in the Caribbean, to New York and other U.S. destinations). CAL has operated under these exemptions since 2007.

3. CAL has also operated under additional exemptions granted in Department dockets OST-2010-0232 (authority to conduct Air Jamaica's routes upon carrier's shutdown and

additional routes discussed in Paragraph 5 below), OST-2008-0059 (authority to engage in scheduled transportation of persons, property and mail to serve Fort Lauderdale, Florida as co-terminal point for service to/from Trinidad & Tobago and other authorized Caribbean points), and OST-2008-0053 (authority to engage in scheduled transportation of persons, property and mail to serve Georgetown, Guyana as an additional intermediate point between Trinidad & Tobago and the U.S., and as a point behind Trinidad & Tobago).

4. CAL's current collective exemption authority is within the effective U.S.-T&T Agreement, with the exception of limited Seventh Freedom authority under OST-2010-0232² to operate scheduled foreign air transportation of persons, property, and mail: (1) from points behind Jamaica, via Jamaica and intermediate points, to a point or points in the United States and beyond; and (2) between Grenada and New York, New York. As CAL is majority owned by the government of Trinidad & Tobago, CAL respectfully requests the DOT permit CAL to continue these operations to the extent these routes are still considered Seventh Freedom routes that would be beyond the scope of the U.S.-T&T Agreement.

5. Under the 2010 U.S.-T&T Agreement, airlines of Trinidad and Tobago have the right to perform international air transportation "from points behind Trinidad and Tobago via Trinidad and Tobago and intermediate points to any point or point in the United States and beyond; and for all-cargo service, between the United States and any point or points" The U.S.-T&T Agreement is attached as Annex 2. CAL has been properly designated as a flag-

² The Department granted this authority when CAL took over Air Jamaica's operations. In its Notice of Action Taken, dated February 10, 2011, the Department noted that approval ensured continued operations for regional traffic depending on the routes and that both Trinidad and Tobago and Jamaica enjoyed positive, liberalized states of aviation relations with the U.S. under open skies agreements.

carrier of Trinidad & Tobago under the Agreement and continues to hold authority from the Republic of Trinidad and Tobago to operate the relevant routes.

6. Under the proposed Open Skies blanket authority, CAL will operate the same United States routes as it currently does under its long-standing exemption authority. CAL is currently acquiring additional aircraft, specifically four ATR72-600 airframes, expected to be delivered in April and May, 2023. Annex 3 lists the aircraft currently owned, leases, and operated by CAL, the aircraft that may be acquired by CAL in the near future and relevant details for each.

7. CAL's directors and key personnel are all citizens of Trinidad and Tobago. Annex 4 contains the names, addresses, and citizenship of the remaining board members and key executives.

8. CAL is a wholly state-owned corporation and has no subsidiaries. The Republic of Trinidad and Tobago owns 88% of CAL, with the remaining 12% ownership held by the government of Jamaica. No government department, branch or agency has involvement in CAL's managerial decisions. Annex 5 is a statement attesting to government non-involvement in CAL's managerial decisions.

9. No person or entity holds five percent (5%) or more of capital stock or capital of CAL.

10. CAL holds no interest, directly or indirectly, in any U.S. or foreign carrier, any person engaged in the business of aeronautics, any common carrier, or any person whose principal business is the holding of stock or control of any air carrier.

11. CAL maintains sufficient insurance to comply with 14 C.F.R. Part 205 and has filed a Foreign Air Carrier's Certificate of Insurance with the Department. CAL maintains sufficient insurance coverage for its operations. The Certificate of Insurance is attached as Annex 6.

12. CAL's operating history is known to the Department and CAL will provide any additional documentation upon request. Briefly, CAL's main operating hub is Piarco International Airport located in Piarco, Trinidad. CAL currently operates scheduled service to multiple U.S. cities: New York, Miami, Orlando, and Fort Lauderdale. A history of CAL's operations since inception is attached as Annex 7.

13. Trinidad and Tobago is a contracting State to the Warsaw Convention, as amended by the Hague Protocol in 1955. Accordingly, CAL's maintenance program complies with the provisions of the ICAO Pilots and Airmen Annexes 1, 6, and 7. CAL's aircraft are maintained by CAL personnel under the Trinidad and Tobago Civil Aviation Authority's Approved Maintenance Organization.

14. CAL currently has no agreements or cooperative working arrangements with any U.S. or foreign air carrier affecting the proposed services to the U.S. that are not on file with the Department.

15. CAL's financials for the past two years are attached as Annex 8.

16. The government of Trinidad and Tobago provided CAL with a loan of \$50,000,000 in 2022, representing post-COVID assistance.

17. An estimate showing the total traffic and financial results of the proposed services for the first full year of normal operations and supporting data is attached as Annex 9.

18. CAL has no outstanding penalties from the Department. CAL has no outstanding penalties from Customs and Border Protection. CAL has had no fatal accidents in the past five years. CAL has not had any tariff and/or safety violations and penalties assessed against it within the past five years.

19. CAL has waived liability limits under the Warsaw Convention under Department docket OST-95-236-0413.

20. CAL is fit, willing and able to perform the services for which the Open Skies blanket authority is sought. Therefore, granting Open Skies authority will be in the public interest as it will permit CAL to provide direct services to passengers traveling between Trinidad and Tobago and the U.S., via intermediate and beyond points, that U.S. and international passengers have relied upon for over a decade.

21. Based on the information provided in this Application, the issuance of Open Skies authority to CAL will not constitute a major regulatory action as provided for in the Energy Policy and Conservation Act of 1975 as implemented by 14 C.F.R. Part 313. *See Annex 2.*

WHEREFORE, Caribbean Airlines Limited respectfully requests that the Department issue it a foreign air carrier permit and grant such other and further relief as the Department may deem necessary to allow CAL to engage in foreign air transport of persons, property, and mail from points behind Trinidad and Tobago, via Trinidad and Tobago and intermediate points, to points in the United States and beyond.

Respectfully submitted,

CONDON & FORSYTH LLP

By 

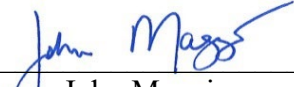
John Maggio
jmaggio@condonlaw.com

7 Times Square
New York, New York 10036
Telephone: (212) 894-6700
Facsimile: (212) 370-4453

Attorneys for
Caribbean Airlines Limited

VERIFICATION

I, John Maggio, verify under penalty of perjury under the laws of the United States that the foregoing application and the statements contained therein are true and correct.


Name: John Maggio
Title: Attorney

CERTIFICATE OF SERVICE

I hereby certify that I have, this 17th day of April, 2023, served the foregoing Application of Caribbean Airlines Limited for a Foreign Air Carrier Permit pursuant to 49 U.S.C. § 41302 by electronic mail upon the following persons:

mgoldman@sbgdc.com	ABX Air
bleopard@sbgdc.com	ABX Air
dheffernan@cozen.com	Alaska Airlines
Robert.Wirick@aa.com	American Airlines
molly.wilkinson@aa.com	American Airlines
bruce.wark@aa.com	American Airlines
brent.alex@aa.com	American Airlines
rleon@amerijet.com	Amerijet
sascha.vanderbellen@atlasair.com	Atlas Air
keinan.meginniss@atlasair.com	Atlas Air
chris.walker@delta.com	Delta Air Lines
steven.seiden@delta.com	Delta Air Lines
sllunsford@fedex.com	FedEx
anne.bechdolt@fedex.com	FedEx
brian.hedberg@fedex.com	FedEx
robert.land@jetblue.com	JetBlue Airways
jhill@dowlohn.com	JetBlue Airways

matwood@cozen.com	Kalitta
kevin.montgomery@polaraircargo.com	Polar Air Cargo
rbarab@sgrlaw.com	Silver Airways
john@mietuslaw.com	Sky Lease
bob.kneisley@wnco.com	Southwest Airlines
jyoung@hklaw.com	Spirit Airlines
Jennifer.nowak@hklaw.com	Spirit Airlines
Dan.Weiss@united.com	United Airlines
steve.morrissey@united.com	United Airlines
amna.arshad@freshfields.com	United Airlines
dsmalls@ups.com	UPS
agoerlich@ggh-airlaw.com	Western Global
jmaddux@ggh-airlaw.com	Western Global
robert.finamore@dot.gov	DOT
yoneokar@state.gov	United States Department of State
john.s.duncan@faa.gov	FAA
info@airlineinfo.com	FAA

/s/ John Maggio
John Maggio

ANNEX 1

AIR OPERATOR CERTIFICATE



TRINIDAD AND TOBAGO

Issued Under
THE CIVIL AVIATION ACT 11 OF 2001

**Trinidad and Tobago
Civil Aviation Authority**

AOC No.: BWA/002
Expiry Date: 31-Dec-2023

CARIBBEAN AIRLINES LIMITED

Db a trading name: **Caribbean Airlines Ltd.**
Operator address: **Golden Grove Road
Piarco
Trinidad W.I.**
Telephone: **(868) 669 0110**
Fax: **(868) 669 1862**
Email: **soc@caribbean-airlines.com**

OPERATIONAL POINTS OF CONTACT:

Contact details, at which operational management can be contacted without undue delay, are listed in the Operations Specification A-007, page 1 of 2.

This certificate certifies that Caribbean Airlines Limited is authorized to perform commercial air transport operations, as defined in the Operations Specifications issued with this certificate, in accordance with the operations manual approved by the Authority and the Civil Aviation [(No. 3) Air Operator Certification and Administration] Regulations, 2004.

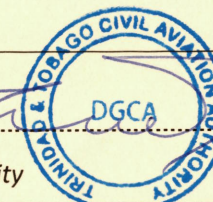
Date of Issue: 01-Jan-2023

Name: Francis Regis

Signature:

Title: Director-General of Civil Aviation

/f/ Authority



ANNEX 2

AIR TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF
THE REPUBLIC OF TRINIDAD AND TOBAGO

The Government of the United States of America and the Government of the Republic of Trinidad and Tobago (hereinafter, "the Parties"),

Desiring to promote an international aviation system based on fair competition among airlines in the marketplace with minimum government interference and regulation;

Desiring to make it possible for airlines to offer the travelling and shipping public a variety of service options, and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Desiring to facilitate the expansion of international air transport opportunities and recognizing the particular issues related to international aviation in the Caribbean Community;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation;

Being Parties to the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944;

Have agreed as follows:

Article 1

Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

1. "Aeronautical authorities" means, in the case of the Republic of Trinidad and Tobago, the Minister responsible for civil aviation and in the case of the United States, the Department of Transportation, and any person or agency authorized to perform functions exercised by said Minister or the Department of Transportation;
2. "Agreement" means this Agreement and any amendments thereto;
3. "Air transportation" means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, scheduled or charter, for remuneration or hire;
4. "Airline of a Party" means an airline that is licensed by and has its principal place of business in the territory of that Party;
5. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:
 - (a) any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and
 - (b) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Parties;
6. "Full cost" means the cost of providing service plus a reasonable charge for administrative overhead;
7. "International air transportation" means air transportation that passes through the airspace over the territory of more than one State;
8. "Price" means any fare, rate, or charge for the carriage of passengers, baggage, or cargo (excluding mail) in air transportation, including surface transportation in connection with international air transportation, charged by airlines, including their agents, and the conditions governing the availability of such fare, rate, or charge;
9. "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo, or mail in air transportation;
10. "Territory" means the land areas, internal waters, archipelagic waters, and territorial sea under the sovereignty of a Party; and

11. "User charge" means a charge imposed on airlines for the provision of airport, airport environmental, air navigation, or aviation security facilities or services including related services and facilities.

Article 2

Grant of Rights

1. Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:

- (a) the right to fly across its territory without landing;
- (b) the right to make stops in its territory for non-traffic purposes;
- (c) the right to perform international air transportation between points on the following routes:
 - (i) for airlines of the United States, from points behind the United States via the United States and intermediate points to any point or points in Trinidad and Tobago and beyond; and for all-cargo service, between Trinidad and Tobago and any point or points;
 - (ii) for airlines of the Republic of Trinidad and Tobago, from points behind Trinidad and Tobago via Trinidad and Tobago and intermediate points to any point or points in the United States and beyond; and for all-cargo service, between the United States and any point or points; and
- (d) the rights otherwise specified in this Agreement.

2. Each airline of a Party may, on any or all flights and at its option:

- (a) operate flights in either or both directions;
- (b) combine different flight numbers within one aircraft operation;
- (c) serve behind, intermediate, and beyond points and points in the territories of the Parties in any combination and in any order;
- (d) omit stops at any point or points;
- (e) transfer traffic from any of its aircraft to any of its other aircraft at any point;

- (f) serve points behind any point in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;
- (g) make stopovers at any points whether within or outside the territory of either Party;
- (h) carry transit traffic through the other Party's territory; and
- (i) combine traffic on the same aircraft regardless of where such traffic originates;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that, with the exception of all-cargo services, the transportation is part of a service that serves a point in the homeland of the airline.

3. On any segment or segments of the routes above, any airline of a Party may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated, provided that, with the exception of all-cargo services, in the outbound direction, the transportation beyond such point is a continuation of the transportation from the homeland of the airline and, in the inbound direction, the transportation to the homeland of the airline is a continuation of the transportation from beyond such point.

4. Nothing in this Article shall be deemed to confer on the airline or airlines of one Party the rights to take on board, in the territory of the other Party, passengers, baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Party.

5. Any airline of a Party performing charter international air transportation originating in the territory of either Party, whether on a one-way or round-trip basis, shall have the option of complying with the charter laws, regulations, and rules either of its homeland or of the other Party. If a Party applies different rules, regulations, terms, conditions, or limitations to one or more of its airlines, or to airlines of different countries, each airline of the other Party shall be subject to the least restrictive of such criteria. Nothing in this paragraph shall limit the rights of a Party to require airlines of both Parties to adhere to requirements relating to the protection of passenger funds and passenger cancellation and refund rights. Except with respect to the consumer protection rules referred to in this paragraph, neither Party shall require an airline of the other Party, in respect of the carriage of traffic from the territory of that other Party or of a third country on a one-way or round-trip basis, to submit more than a notice that it is complying with the applicable laws, regulations, and rules referred to in this paragraph or of a waiver of these laws, regulations, or rules granted by the applicable aeronautical authorities.

Article 3

Authorization

Each Party, on receipt of applications from an airline of the other Party, in the form and manner prescribed for operating authorizations and technical permissions, shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

- (a) substantial ownership and effective control of that airline are vested in the other Party, nationals of that Party, or both;
- (b) the airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and
- (c) the other Party is maintaining and administering the provisions set forth in Article 6 (Safety) and Article 7 (Aviation Security).

Article 4

Revocation of Authorization

1. Either Party may revoke, suspend, limit, or impose conditions on the operating authorizations or technical permissions of an airline where:
 - (a) that airline is not an airline of the other Party under Article 1(4);
 - (b) substantial ownership and effective control of that airline are not vested in the other Party, the other Party's nationals, or both; or
 - (c) that airline has failed to comply with the laws and regulations referred to in Article 5 (Application of Laws) of this Agreement.
2. Unless immediate action is essential to prevent further noncompliance with subparagraph 1(c) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.
3. This Article does not limit the rights of either Party to withhold, revoke, suspend, limit, or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in accordance with the provisions of Article 6 (Safety) or Article 7 (Aviation Security).

Article 5

Application of Laws

1. The laws and regulations of a Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be complied with by such aircraft upon entering, when departing from, or while within the territory of the first Party.
2. While entering, within, or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Party's airlines.

Article 6

Safety

1. Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.
2. Either Party may request consultations concerning the safety standards maintained by the other Party relating to aeronautical facilities, aircrews, aircraft, and operation of airlines of that other Party. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum standards that may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke, suspend, limit, or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in the event the other Party does not take such appropriate corrective action within a reasonable time and to take immediate action, prior to consultations, as to such airline or airlines if the

other Party is not maintaining and administering the aforementioned standards and immediate action is essential to prevent further noncompliance.

Article 7

Aviation Security

1. The Parties affirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, done at Tokyo September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague December 16, 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal September 23, 1971, and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal February 24, 1988.

2. The Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil air navigation.

3. The Parties shall, in their mutual relations, act in conformity with the aviation security standards and appropriate recommended practices established by the International Civil Aviation Organization and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry, operators of aircraft that have their principal place of business or permanent residence in their territory, and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Party agrees to observe the security provisions required by the other Party for entry into, for departure from, and while within the territory of that other Party and to take adequate measures to protect aircraft and to inspect passengers, crew, and their baggage and carry-on items, as well as cargo and aircraft stores, prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew,

aircraft, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.

6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within 15 days from the date of such request shall constitute grounds to withhold, revoke, suspend, limit, or impose conditions on the operating authorization and technical permissions of an airline or airlines of that Party. When required by an emergency, a Party may take interim action prior to the expiry of 15 days.

Article 8

Commercial Opportunities

1. The airlines of each Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of air transportation.

2. The airlines of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Party managerial, sales, technical, operational, and other specialist staff required for the provision of air transportation.

3. Each airline shall have the right to perform its own ground-handling in the territory of the other Party ("self-handling") or, at the airline's option, select among competing agents for such services in whole or in part. The rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services as if self-handling were possible.

4. An airline of a Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its agents, except as may be specifically provided by the charter regulations of the country in which the charter originates that relate to the protection of passenger funds, and passenger cancellation and refund rights. Each airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

5. Each airline shall have the right to convert and remit to its country and, except where inconsistent with generally applicable law or regulation, any other country or countries of its choice, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance.

6. The airlines of each Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Party in local currency.

At their discretion, the airlines of each Party may pay for such expenses in the territory of the other Party in freely convertible currencies according to local currency regulation.

7. In operating or holding out the authorized services under this Agreement, any airline of one Party may enter into cooperative marketing arrangements such as blocked-space, code-sharing, or leasing arrangements, with:

- (a) an airline or airlines of either Party;
- (b) an airline or airlines of a third country; and
- (c) a surface transportation provider of any country;

provided that all participants in such arrangements (i) hold the appropriate authority and (ii) meet the requirements normally applied to such arrangements.

8. Airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points in the territories of the Parties or in third countries, including to and from all airports with customs facilities and to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

Article 9

Customs Duties and Charges

1. On arriving in the territory of one Party, aircraft operated in international air transportation by the airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts (including engines), aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco, and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges that are (a) imposed by the national authorities, and (b) not based on the cost of services provided, provided that such equipment and supplies remain on board the aircraft.

2. There shall also be exempt, on the basis of reciprocity, from the taxes, levies, duties, fees, and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

(a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;

(b) ground equipment and spare parts (including engines) introduced into the territory of a Party for the servicing, maintenance, or repair of aircraft of an airline of the other Party used in international air transportation;

(c) fuel, lubricants, and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of an airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board; and

(d) promotional and advertising materials introduced into or supplied in the territory of one Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Party engaged in international air transportation, even when these materials are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

3. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.

4. The exemptions provided by this Article shall also be available where the airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1 and 2 of this Article.

Article 10

User Charges

1. User charges that may be imposed by the competent charging authorities or bodies of each Party on the airlines of the other Party shall be just, reasonable, not unjustifiably discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the airlines of the other Party on terms not less favorable than the most favorable terms available to any other airline at the time the charges are assessed.

2. User charges imposed on the airlines of the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such charges may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

4. Neither Party shall be held, in dispute resolution procedures pursuant to Article 14, to be in breach of a provision of this Article, unless (a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or (b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 11

Fair Competition

1. Each Party shall allow a fair and equal opportunity for the airlines of both Parties to compete in providing the international air transportation governed by this Agreement.

2. Each Party shall allow each airline to determine the frequency and capacity of the international air transportation it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Party

shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

3. Neither Party shall impose on the other Party's airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency, or traffic that would be inconsistent with the purposes of this Agreement.

4. Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph 2 of this Article or as may be specifically authorized in this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on airlines of the other Party.

Article 12

Pricing

1. Each Party shall allow prices for air transportation to be established by airlines of both Parties based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

- (a) prevention of unreasonably discriminatory prices or practices;
- (b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
- (c) protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Either Party may require notification to or filing with its aeronautical authorities of prices to be charged to or from its territory by airlines of the other Party. Such notification of filing by the airlines may be required to be made not later than the initial offering of a price, regardless of the form, electronic or other, in which the price is offered.

3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (i) an airline of either Party for international air transportation between the territories of the Parties, or (ii) an airline of one Party for international air transportation between the territory of the other Party and any other country, including in both cases transportation on an interline or intraline basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the price shall go into effect or continue in effect.

Article 13

Consultations

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed.

Article 14

Settlement of Disputes

1. Any dispute arising under this Agreement, except those that may arise under Article 12 (Pricing), that is not resolved within 30 days of the date established for consultations pursuant to a request for consultations under Article 13 may be referred, by agreement of the Parties, for decision to some person or body. If the Parties do not so agree, either Party may give written notice to the other Party through diplomatic channels that it is requesting that the dispute be submitted to arbitration.

2. Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

(a) Within 30 days after the receipt of a request for arbitration,

each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

(b) If either Party fails to name an arbitrator, or if the third arbitrator is not appointed, in accordance with subparagraph (a) of this paragraph, either Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within 30 days. If the President of the Council is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

3. The arbitral tribunal shall be entitled to decide the extent of its jurisdiction under this Agreement and, except as otherwise agreed, shall establish its own procedural rules. The tribunal, once formed, may at the request of either Party recommend interim relief measures pending its final determination. If either of the Parties requests it or the tribunal deems it appropriate, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 15 days after the tribunal is fully constituted.

4. Except as otherwise agreed or as directed by the tribunal, the statement of claim shall be submitted within 45 days of the time the tribunal is fully constituted, and the statement of defense shall be submitted 60 days thereafter. Any reply by the claimant shall be submitted within 30 days of the submission of the statement of defense. Any reply by the respondent shall be submitted within 30 days thereafter. If either Party requests it or the tribunal deems it appropriate, the tribunal shall hold a hearing within 45 days after the last pleading is due.

5. The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the last pleading is submitted. The decision of the majority of the tribunal shall prevail.

6. The Parties may submit requests for interpretation of the decision within 15 days after it is rendered and any interpretation given shall be issued within 15 days of such request.

7. Each Party shall, to the degree consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

8. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedures of paragraph 2(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

Article 15

Amendments

1. This Agreement may be amended, in writing, by the Parties at any time.
2. If, after entry into force of this Agreement, both Parties become party to a multilateral agreement that addresses matters covered by this Agreement, they shall consult to determine whether, and to what extent, this Agreement should be amended.
3. Amendments to this Agreement shall enter into force when confirmed by an exchange of diplomatic notes.

Article 16

Termination

Either Party may, at any time, give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of the notice to the other Party) at the end of the International Air Transport Association (IATA) traffic season in effect one year following the date of written notification of termination, unless the notice is withdrawn by agreement of the Parties before the end of this period.

Article 17

Registration with ICAO

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 18

Entry into Force

1. This Agreement shall be provisionally applied as of the date of signature.
2. This Agreement shall enter into force upon an exchange of diplomatic notes between the Parties confirming that all necessary internal procedures for entry into force of this Agreement have been completed.

3. Upon entry into force, this Agreement shall supersede the Air Transport Agreement between the Government of the United States of America and the Government of Trinidad and Tobago, signed at Port of Spain on May 23, 1990.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Port of Spain, this
the English language.

day of May, 2010, in duplicate, in

**For the Government of
the United States of America:**

**For The Government of the
Republic of Trinidad and
Tobago:**



**Beatrice W. Welters
Ambassador Extraordinary and
Plenipotentiary of the United States
of America to the Republic of
Trinidad and Tobago**

**Colm Imbert
Minister of Works and
Transport**

ANNEX 3

No. of Aircraft	Aircraft Type	MSN	Registration #	Country of Registration	Owned or Leased	Registered Address of Lessor	Country of Registration of Lessor	Intention to Wet-Lease (Yes/No)
ATR								
1		968	9Y TTA	Trinidad & Tobago	Owned	N/A	N/A	
2		973	9Y TTB	Trinidad & Tobago	Owned	N/A	N/A	
3		989	9Y TTC	Trinidad & Tobago	Owned	N/A	N/A	
4		993	9Y TTD	Trinidad & Tobago	Owned	N/A	N/A	
5		997	9Y TTE	Trinidad & Tobago	Owned	N/A	N/A	
6		1133	9Y-TTF	Trinidad & Tobago	Leased	Gardens International Offices, Henry Street, Limerick V94 4D83, Ireland	Ireland	
7		1222	9Y-TTI	Trinidad & Tobago	Leased	Gardens International Offices, Henry Street, Limerick V94 4D83, Ireland	Ireland	
B737-8 (MAX)								
1		43319	9Y GUY	Trinidad & Tobago	Leased	2140 S. Dupont Highway, Camden, Delaware 19934, United States of America	USA	
2		43385	9Y CAL	Trinidad & Tobago	Leased	2140 S. Dupont Highway, Camden, Delaware 19934, United States of America	USA	
3		43345	9Y-BAH	Trinidad & Tobago	Leased	2140 S. Dupont Highway, Camden, Delaware 19934, United States of America	USA	
4		63811	9Y-TTO	Trinidad & Tobago	Leased	2140 S. Dupont Highway, Camden, Delaware 19934, United States of America	USA	
5		62892	9Y ANT	Trinidad & Tobago	Leased	Fourth Floor, 3 George's Dock, IFSC, Dublin 1, Ireland	Ireland	
6		62893	9Y BAR	Trinidad & Tobago	Leased	Fourth Floor, 3 George's Dock, IFSC, Dublin 1, Ireland	Ireland	
7		62901	9Y JAM	Trinidad & Tobago	Leased	Fourth Floor, 3 George's Dock, IFSC, Dublin 1, Ireland	Ireland	
8		62906	9Y GRN	Trinidad & Tobago	Leased	Fourth Floor, 3 George's Dock, IFSC, Dublin 1, Ireland	Ireland	
9		62908	9Y-SUR	Trinidad & Tobago	Leased	Fourth Floor, 3 George's Dock, IFSC, Dublin 1, Ireland	Ireland	
B737-800								
1		28225	9Y-GEO	Trinidad & Tobago	Leased	Connaught House, 1 Burlington Road, Dublin 4, Ireland	Ireland	Redelivered
2		28230	9Y-POS	Trinidad & Tobago	Leased	AerCap House, Shannon, County Clare, Ireland	Ireland	Redelivered
3		28234	9Y-KIN	Trinidad & Tobago	Leased	Connaught House, 1 Burlington Road, Dublin 4, Ireland	Ireland	Redelivered
4		28233	9Y-TAB	Trinidad & Tobago	Leased	1999 Avenue of the Stars, 39th Floor, Los Angeles, California, CA - 90067, USA	USA	Redelivered
5		28235	9Y-ANU	Trinidad & Tobago	Leased	Connaught House, 1 Burlington Road, Dublin 4, Ireland	Ireland	To be redelivered
6		30730	9Y-JMF	Trinidad & Tobago	Leased	10250 Constellation Blvd. , Suite 3400, Los Angeles, CA 90067, USA	USA	Redelivered
7		33980	9Y-MBJ	Trinidad & Tobago	Leased	22 Earlsort Terrace, Dublin 2, Ireland	Ireland	Redelivered
8		32919	9Y-JME	Trinidad & Tobago	Leased	3rd Floor Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland	Ireland	Redelivered

ANNEX 4

CARIBBEAN AIRLINES LIMITED

Board Members & Key Management as of March 2023

Submitted pursuant to CAL Application to US DOT for Open Skies Renewal

BOARD OF DIRECTORS

	NAME	JOB TITLE	COUNTRY OF RESIDENCY	BUSINESS ADDRESS	CITIZENSHIP	Relationship by Blood or Marriage with any Member of the Board or Management Listed
1	Shameer Ronnie Mohammed	Chairman	Trinidad	32-36 Harmony Hall Industrial Estate, Union Road, Marabella, Trinidad	Citizen of Trinidad & Tobago	None
2	Michael Quamina	Vice Chairman	Trinidad	108 Duke Street Port of Spain, Trinidad	Citizen of Trinidad & Tobago	None
3	Chris Maharaj	Director	Trinidad	The University of the West Indies, St. Augustine Campus, St. Augustine, Trinidad	Citizen of Trinidad & Tobago	None
4	Enid Zephyrine	Director	Trinidad	Eric Williams Finance Building, Independence Square, Port-of-Spain, Trinidad	Citizen of Trinidad & Tobago	None
5	Zachary Harding	Director	Jamaica	33 1/2, Hope Rd, Kingston 10, Jamaica	Jamaican	None

CARIBBEAN AIRLINES LIMITED**Board Members & Key Management as of March 2023****Submitted pursuant to CAL Application to US DOT for Open Skies Renewal****KEY MANAGEMENT**

	NAME	JOB TITLE	COUNTRY OF RESIDENCY	BUSINESS ADDRESS	CITIZENSHIP	Relationship by Blood or Marriage with any Member of the Board or Management Listed
1	Garvin Medera	Chief Executive Officer	Trinidad	Iere House, Golden Grove Road, Piarco, Trinidad	Citizen of Trinidad & Tobago	None
2	Marina Chase	Chief Financial Officer	Trinidad	Iere House, Golden Grove Road, Piarco, Trinidad	Citizen of Trinidad & Tobago	None
3	Nalini D. Lalla	General Counsel & Corporate Secretary	Trinidad	Iere House, Golden Grove Road, Piarco, Trinidad	Citizen of Trinidad & Tobago	None
4	Roger Berkeley	Vice President, Human Resources	Trinidad	Iere House, Golden Grove Road, Piarco, Trinidad	Citizen of Trinidad & Tobago	None
5	Varma Khillawan	Vice President, Maintenance & Engineering	Trinidad	Iere House, Golden Grove Road, Piarco, Trinidad	Citizen of Trinidad & Tobago	None
6	Jeremy Mohammed	Chief Information Officer	Trinidad	Iere House, Golden Grove Road, Piarco, Trinidad	Citizen of Trinidad & Tobago	None
7	Nirmala Ramai	Chief Operations Officer	Trinidad	Iere House, Golden Grove Road, Piarco, Trinidad	Citizen of Trinidad & Tobago	None
8	Arlene Hunte	General Manager, Procurement and Cost Optimization	Trinidad	Iere House, Golden Grove Road, Piarco, Trinidad	Citizen of Trinidad & Tobago	None
9	Marklan Moseley	General Manager, Cargo & New Business	Trinidad	Iere House, Golden Grove Road, Piarco, Trinidad	Citizen of Trinidad & Tobago	None

ANNEX 5



PRIVATE AND CONFIDENTIAL

February 13th 2023

Mr. Robert Finamore
Chief, Foreign Air Carrier Licensing Division
U.S. Department of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590

Dear Mr. Finamore,

CERTIFICATE OF SECRETARY

I, **NALINI D. LALLA**, do hereby certify that I am the duly appointed Corporate Secretary of Caribbean Airlines Limited (*the "Company"*), a company incorporated and existing under the laws of Trinidad and Tobago and hereby certify as follows:

1. The ownership of Caribbean Airlines Limited as of February 13th 2023 is as follows ('the Shareholders') -
 - the Government of the Republic of Trinidad and Tobago - 88%
 - the Government of Jamaica - 12%
2. Neither the Shareholders nor any of their respective departments are responsible for Managerial Decisions of the Company. Such decisions are taken by the Chief Executive Officer of the Company in consultation with the following Departments:
 - *Finance*
 - *Legal*
 - *Operations*
 - *Commercial*
 - *Human Resources*
 - *Cargo*
 - *Information Systems*
 - *Procurement*

Yours sincerely,

Nalini D. Lalla
General Counsel & Corporate Secretary

ANNEX 6



Aon UK Limited
The Aon Centre
The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AN
tel: 0207 623 5500
fax: 0207 621 1511

15th September 2022

TO: CARIBBEAN AIRLINES LIMITED

CERTIFICATE OF INSURANCE
C22/CARIBBEAN/G/133

SUBJECT MATTER The Insured's fleet of aircraft.

BASIS This Certificate of Insurance is issued by Aon UK Limited in our capacity as Insurance Brokers to the Insured in respect of certain insurance policies issued to them by Aon UK Limited and placed with Lloyd's of London and various insurance companies for 100% of the Sums Insured as set forth below and which include cover in respect of the Subject Matter.

DESCRIPTION OF INSURANCES Subject to the coverage, terms, conditions, limitations, exclusions and cancellation provisions of the Policy numbered AVLON2201083 and AVLON2102043.

INSURED CARIBBEAN AIRLINES LIMITED and/or their associated and/or affiliated and/or subsidiary companies now as existing or as may be hereinafter constituted for their respective rights and interests.

PERIOD OF INSURANCE Hull and Spares All Risks/Liability coverages:

15th September 2022 to 15th September 2023, both days at 00.01 hours Local Standard Time at the address set forth in the policy.

Hull and Spares War coverage:

1st December 2021 to 1st December 2022, both days at 00.01 hours Local Standard Time at the address set forth in the policy.

GEOGRAPHICAL

LIMITS

World Wide excluding Russia, Ukraine, Belarus and Crimea and overflying thereof but in respect of Hull and Spares War and Allied Perils:

This Policy excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:

- a) Algeria, Burundi, Cabinda, Central African Republic, Congo, Democratic Republic of Congo, Eritrea, Ethiopia, Ivory Coast, Liberia, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan.
- b) Afghanistan, Jammu & Kashmir, Myanmar, North Korea, Pakistan.
- c) Georgia, Nagorno-Karabakh, North Caucasian Federal District.
- d) Iran, Iraq, Libya, Syria, Yemen.
- e) Any country where the operation of the insured Aircraft is in breach of United Nations sanctions.

2. However coverage pursuant to this Policy is granted:

- (a) for the over flight of any excluded country where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations; or
- (b) in circumstances where an insured Aircraft has landed in an excluded country as a direct consequence and exclusively as a result of force majeure.

INTEREST /
SUMS INSURED

HULL ALL RISKS:

Covering aircraft owned, operated or used by the Insured or for which they are responsible against all risks of loss or damage.

Coverage applies on an agreed value basis for an Agreed Value as defined within the Schedule of Aircraft contained within the Policy.

The policy is subject to the War, Hi-Jacking and Other Perils Exclusion Clause (Aviation) AVN48B.

SPARES ALL RISKS:

Covering aircraft spare parts, engines and equipment being the property of the Insured or the property of others for which the Insured has agreed to be responsible against all risks of loss or damage including transit by any means (including the Insureds aircraft).

The policy is subject to the War, Hi-Jacking and Other Perils Exclusion Clause (Aviation) AVN48B.

Maximum Sum Insured: USD [REDACTED] any one occurrence, but in respect of Buyer Furnished Equipment and passenger in-flight

entertainment systems, subject to a maximum sum insured of USD [REDACTED] any one occurrence.

LIABILITIES:

Covering the liability of the Insured arising out of their operations subject to Non-Aviation Liability Clause AVN59.

The Limit of Liability - a Combined Single Limit (Bodily Injury/Property Damage) of at least USD [REDACTED] any one aircraft/occurrence (but USD [REDACTED] any one aircraft/occurrence in respect of ATR-72 aircraft) and in the aggregate in respect of products liability.

The policy is subject to the War, Hi-Jacking and Other Perils Exclusion Clause (Aviation) AVN48B with all paragraphs except (b) deleted subject to Extended Coverage Endorsement (Aviation Liabilities) AVN52E as contained within the policy for a sub-limit of USD [REDACTED] any one occurrence and in the annual aggregate except with respect to passengers where the full limit shall apply.

HULL AND SPARES WAR AND ALLIED RISKS:

Covering the perils excluded on the Hull All Risk Insurance by the application of War, Hi-Jacking and Other Perils Exclusion Clause (Aviation) AVN48B except paragraph (b) thereof in accordance with LSW 555D policy form.

Coverage includes confiscation by Government of Registration or any authority under its jurisdiction.

In respect of Spares the coverage in respect of perils defined in paragraph (a) of Section One of LSW555D applies only whilst such Spares are in transit by sea or air.

In respect of Hull War and Allied Risks, coverage is on an agreed value basis for an agreed value as defined within the Schedule of Aircraft contained within the policy.

THE POLICY IS A FLEET POLICY COVERING THE INSURED'S FLEET OF AIRCRAFT AND SPARES AND SUBJECT TO AN OVERALL LIMIT OF USD [REDACTED] IN THE AGGREGATE FOR ALL LOSSES ARISING DURING THE POLICY PERIOD. AGGREGATE FOR CONFISCATION BY GOVERNMENT OF REGISTRY IS USD [REDACTED]

NOTE: THE POLICY AGGREGATE LIMIT MAY BE REDUCED OR EXHAUSTED BY VIRTUE OF ANY CLAIMS UNDER THE FLEET POLICY.

Aon UK Limited

The Hull All Risks and Hull War and Allied Risks Insurances are arranged separately and contain a 50/50 Provisional Claims Settlement Clause which is a placing slip clause being an agreement between the two sets of Insurers and therefore will not form part of the respective policy wordings.

Coverage is subject to:

Date Recognition Exclusion Clause AVN2000A.

Date Recognition Limited Coverage Clause AVN2001A.

Date Recognition Limited Coverage Clause AVN2002A. Sanctions and Embargo Clause AVN111

Aon UK Limited

A handwritten signature in blue ink, appearing to read 'Am Coate', is positioned below the text 'Aon UK Limited'.

Authorised Signatory

Aon is not an insurer (or reinsurer) of any of these coverages. Except in the case of Aon's fraud or deliberate misstatement, this Certificate is issued without any liability in any circumstances on the part of Aon UK Ltd, or the members of the Aon group of companies or their respective directors and staff, past and present. Claims against Aon in respect of or arising out of this Certificate must be brought exclusively in the English courts and will be governed by English law.

The Policy (ies) are subject to (Re) Insurers Liability Clause LMA 3333 21/06/07

SCHEDULE OF AIRCRAFT

Make and Model	Registration	Passenger seats
Boeing 737-800	9Y-ANU	150
Boeing 737-800	9Y-JMF	150
Boeing 737-8 Max	9Y-GUY	160
Boeing 737-8 Max	9Y-CAL	160
Boeing 737-8 Max	9Y-ANT	160
Boeing 737-8 Max	9Y-BAH	160
Boeing 737-8 Max	9Y-BAR	160
Boeing 737-8 Max	9Y-JAM	160
Boeing 737-8 Max	9Y-GRN	160
Boeing 737-8 Max	9Y-SUR	160
Boeing 737-8 Max	9Y-TTO	160
ATR-72-600	9Y-TTA	68
ATR-72-600	9Y-TTB	68
ATR-72-600	9Y-TTC	68
ATR-72-600	9Y-TTD	68
ATR-72-600	9Y-TTE	68
ATR-72-600	9Y-TTI	72
ATR-72-600	9Y-TTF	72

ANNEX 7

NARRATIVE HISTORY OF CARIBBEAN AIRLINES LIMITED

Caribbean Airlines Limited (“CAL”) commenced operations on 1 January 2007 as the flag-carrier of the Republic of Trinidad and Tobago. CAL was incorporated in Trinidad & Tobago on 27 September 2006, after the dissolution of BWIA West Indies Airways, the prior flag-carrier airline of Trinidad & Tobago. CAL is currently owned by the governments of Trinidad & Tobago and Jamaica. CAL operates from its hub at Piarco International Airport, Trinidad and is a member of the International Air Transport Association. CAL operates under an Air Operator Certificate issued by the Civil Aviation Authority of Trinidad & Tobago. With respect to the United States, prior to this application for a Foreign Air Carrier Permit, CAL operates pursuant to exemption authority granted under multiple Department of Transportation dockets.

Since CAL started operations in 2007, it has expanded its operations throughout the Caribbean, Central America, South America, and the United States. CAL initially served routes to Miami, New York, Toronto, Jamaica, Guyana, Suriname, and London, with various intermediate stops in Caribbean locations such as Antigua, Barbados, and St. Maarten. CAL continued to expand and contract during the next 14 years, including service to Belize, Boston, the Dominican Republic, and the U.S. Virgin Islands.

In 2011, pursuant to an agreement between the governments of Trinidad & Tobago and Jamaica, CAL took over Air Jamaica’s routes and brought some of its aircraft into CAL’s fleet, cementing CAL’s place as the Caribbean’s largest and most important airline for intra- and inter-regional travel.

CAL currently serves routes to: Antigua and Barbuda, Bahamas, Barbados, Canada, Cuba, Dominica, Grenada, Guyana, Jamaica, Saint Lucia, Saint Vincent and the Grenadines, Sint Maarten, Suriname, Trinidad & Tobago, the United States, and Venezuela. In Canada, CAL serves routes to Toronto. In Jamaica, CAL serves routes to Kingston and Montego Bay. In the United States, CAL serves routes to Florida and New York.

Despite the unprecedented impact of the COVID-19 pandemic on the world, and on the aviation industry in particular, CAL received exemption authority for the following routes: (1) between Port of Spain via the intermediate points of British Virgin Islands, Dominica, and Tortola, to San Juan; (2) from Port of Spain via the intermediate point of Georgetown, Guyana, to Houston; (3) between Port of Spain and Houston, with a point beyond to Georgetown; (4) and between Port of Spain via Antigua, Barbados, Grenada, St. Lucia and St. Maarten to San Juan and beyond to Jamaica.

CAL expects to continue its growth and lead the Caribbean region in providing aviation service. As CAL remains the only major Caribbean-based airline serving scheduled flights to U.S. destinations, CAL’s future operations and the operational flexibility granted by a Foreign Air Carrier Permit will be even more important for the interconnectivity of the Caribbean and the United States.

ANNEX 8

Name	Address/ Registered Office	Occupation/Status	Class of Shares and Number Held at date of Return
THE MINISTER OF FINANCE	ERIC WILLIAMS FINANCE BUILDING, INDEPENDENCE SQUARE, PORT-OF-SPAIN	CORPORATION SOLE	COMMON - 222,623, 998
YVETTE BABB	ERIC WILLIAMS FINANCE BUILDING, INDEPENDENCE SQUARE, PORT-OF-SPAIN	DIRECTOR- AGRO BASED MANUFACTURING AND SERVICES SECTION	COMMON - 1
MAURICE SUITE	ERIC WILLIAMS FINANCE BUILDING, INDEPENDENCE SQUARE, PORT-OF-SPAIN	PERMANENT SECRETARY TO THE PRIME MINISTER	COMMON - 1
THE GOVERNMENT OF JAMAICA (THROUGH THE ACCOUNTANT GENERAL OF JAMAICA)	30 NATIONAL HEROES CIRCLE, KINGSTON 4, JAMAICA	GOVERNMENT CORPORATION	COMMON - 30,176,000

ACCOUNTS OF SHARES

Particulars of Shares transferred since the date of the last Return or (in the case of the first Return) of the incorporation of the Company, or of its continuance, by persons who are still Shareholders	Particulars of Shares transferred since the date of the last Return or (in the case of the first Return) of the incorporation of the Company, or of its continuance, by persons who have ceased to be Shareholders			
Class of shares and Number at date of Return	Date of Registration of Transfer	Class of Shares and Number at date of Return	Date of Registration of Transfer	Remarks
N/A	N/A	N/A	N/A	

Date March 21 st 2022	Signature <i>Gabriel DeBella</i>	Title COMPANY SECRETARY
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12.	Date	Name and Title	Signature
	March 21 st , 2022	NALINI D. LALLA COMPANY SECRETARY	<i>Nalini D. Lalla</i>

REGISTERED

THE COMPANIES ACT, CH. 81:01

ANNUAL RETURN OF A COMPANY FOR PROFIT INCORPORATED,
CONTINUED OR AMALGAMATED UNDER THE ACT

FORM 28

Format

INSTRUCTIONS

Documents required to be sent to the Registrar pursuant to the Act must conform to regulation 3 of the Regulations under the Act.

Items 1, 2

Set out the full legal name of the company, and except where a number has not been assigned, state the company number.

Item 3

State full address of registered office of company.

Item 4

State the anniversary of incorporation, continuance or amalgamation under the Act. Tick the appropriate box. N.B.-this Return is due "not later than the thirty days after each anniversary date of its continuance, incorporation or amalgamation" under the Act [section 194(1)].

In the case of a company being continued, state "Not Applicable" or "N/A" in Item 4(b)

Item 5

State class(es) of shares by distinctive name or other form of designation and total number of shares in each class.

Item 6

- (i) State same date as at Item 4 above.
- (ii) State full name of each shareholder, whether a natural person or a corporation.
- (iii) State address (if a natural person) or registered office (if a corporation).
- (iv) State occupation/calling (if a natural person) or status (i.e., "corporation"/"limited" or "unlimited liability company") (if a corporation).
- (v) State class of shares as per 5 above and number held by each existing shareholder at date of Return.
- (vi) State particulars of shares transferred since the date of the last return or since the date of incorporation, continuance or amalgamation of the company by persons who are still shareholders or who have ceased to be shareholders, as the case may be.

In either case, state the following:

- the number of shares transferred.
- the relevant class(es) of the shares transferred.
- the date of registration of each transfer of shares.
- Insert the name of the *transferee* (the person to whom the shares have been transferred) in the "Remarks" column immediately opposite the particulars of each transfer. N.B.-the particulars of transfer should be placed opposite the name of the *transferor* (the person who has transferred the shares) and not opposite that of the transferee.

Item 8

With respect to each director:

- (a) set out first given name, middle name and family name;
- (b) state full address; and
- (c) specify other occupation clearly. Where possible, specify area of speciality e.g., electrical engineer. In the case of an individual who has no business occupation, but who holds any other directorships, particulars of that other directorship or at least one of those other directorships should be stated. In the case of an individual who has no other business occupation or directorship of any kind, state "Not applicable" or "N/A".

Item 9

- (a) In the case of an individual, set out first given name, middle name and family name; or
- (b) In the case of a firm or corporation, set out the registered name.
- (c) In the case of (a), state full address, in the case of (b), state principal place of business or registered office, as the case may be.
- (d) In the case of an individual, specify other business occupation clearly. Where possible, specify area of speciality e.g., electrical engineer. In the case of an individual who has no business occupation, but who holds any other secretaryship or secretaryships, particulars of that other secretaryship or at least one of those other secretaryships should be stated. In the case of an individual who has no other business occupation or secretaryship of any kind, state "Not applicable" or "N/A".
- (e) In the case of a firm or corporation set out status e.g., "firm of accountants" or "company incorporated under the laws of Trinidad and Tobago" (or elsewhere).

Item 10

Set out information as specified (e.g. in the first column state the type of instrument i.e., whether a share warrant or bearer share warrant) if there are no serial numbers available, please indicate "Not applicable" or "N/A".

Item 11

Please set out all details of beneficial ownership information (as indicated) as at the date of the Annual Return.

NOTE: The Companies Act, Chapter 81:01 (as amended by the Companies Amendment) Act requires the disclosure of beneficial ownership information, (and any changes) with penalties for non-compliance.

Signature

A director or authorised officer of the company shall sign a return.

Completed documents, in duplicate, and the prescribed fees are to be filed at the office of the Registrar and one set of the duplicate originals would be returned to the company or its representative with the endorsement "Registered" and the date of registration.



REPUBLIC OF TRINIDAD AND TOBAGO

THE COMPANIES ACT, CH. 81:01
[Section 194(1)]

**ANNUAL RETURN OF A COMPANY FOR PROFIT INCORPORATED, CONTINUED
OR AMALGAMATED UNDER THE ACT**

1. Name of Company **Caribbean Airlines Limited** 2. Company No. **5323(95)**
3. Registered Office of Company **lere House, Golden Grove Road, Piarco**
4. (a) Anniversary Date of Incorporation Continuance Amalgamation
27th September 2022

4. (b) Share Capital			Issued by Company in the last financial period		Purchased/Redeemed by Company in the last financial period	
Class of Shares	Number issued and outstanding	Amount of Stated capital	Number of shares	Amount of Stated capital	Number of shares	Reduction of stated capital
Common Shares	252,800,000	US\$252,800,000.00	N/A	N/A	N/A	N/A
Preference Shares	N/A	N/A	N/A	N/A	N/A	N/A

REGISTERED

5. AUTHORIZED SHARE CAPITAL, IF ANY

Class of Shares	Number of Shares in each Class
1. <u>Common Shares</u>	Unlimited
2. <u>Preference Shares</u>	Unlimited
3. _____	_____
4. _____	_____

6. List of persons holding shares in the company on the 27th day of September, 2022 and of persons who have held shares therein at any time since the date of the last return, or (in the case of the first return) of the incorporation, continuance or amalgamation of the company, showing their names and addresses and an account of the shares so held.


Name	Address/ Registered Office	Occupation/Status	Class of Shares and Number Held at date of Return
The Minister of Finance	Eric Williams Finance Building, Independence Square, Port of Spain	Corporation Sole	Common - 222,623,998
Yvette Babb	Eric Williams Finance Building, Independence Square, Port of Spain	Director - Agrobased Manufacturing and Services Section	Common - 1
Maurice Suite	Eric Williams Finance Building, Independence Square, Port of Spain	Permanent Secretary to the Prime Minister	Common - 1
The Government of Jamaica (Through the Accountant General of Jamaica)	30 National Heroes Circle, Kingston 4, Jamaica	Government Corporation	Common - 30,176,000

ACCOUNTS OF SHARES

Particulars of Shares transferred since the date of the last Return or (in the case of the first Return) of the incorporation of the Company, or of its continuance, by persons who are still Shareholders	Particulars of Shares transferred since the date of the last Return or (in the case of the first Return) of the incorporation of the Company, or of its continuance, by persons who have ceased to be Shareholders

Class of shares and Number at date of Return	Date of Registration of Transfer	Class of Shares and Number at date of Return	Date of Registration of Transfer	Remarks
Not Applicable				

REGISTERED

Date	Signature	Title
24th November 2022		Nalini D Lalla Corporate Secretary

7. Total amount of the indebtedness of the Company in respect of all mortgages and charges of the kind which are required to be registered with the Registrar under the Companies Act **USD247,647,101.00**
8. The directors of the company as of the date of the Annual Return are:

NAME	ADDRESS	OCCUPATION
Shameer Ronnie Mohammed	637 Aileen Avenue, Palmiste, San Fernando	Director and Vice Group President, Nutrimix Feeds Ltd.
Michael Quamina	Unit 17B Tower No 2 One Woodbrook Place, Port of Spain	Attorney-at-Law
Enid Zephyrine	D2 #7 Flagstaff Hill, Long Circular Road, St James	Director, Strategic Management and Execution, Ministry of Finance
Chris Maharaj	386 Oleander Circular, Roystonia, Couva	Senior Lecturer
Zachary Harding	6 Gainsborough Avenue, Kingston 6, Jamaica	CEO, SSL Growth Equity Limited

9. The secretary/assistant secretary(ies) of the company as of the date of the Annual Return is/are:


NAME	Address/Registered Office Principal Place of Business	OCCUPATION/STATUS
Nalini D. Lalla	Iere House, Golden Grove Road Piarco	Attorney-at-Law

10. Particulars of share warrants or bearer share warrants surrendered to the company pursuant to section 33(7) or cancelled under section 33(10):

Share Warrant/ Bearer Share Warrant	Serial Number(s)	Date of Surrender	Date of Cancellation
NOT APPLICABLE			

11. Particulars of holders and beneficial owners of shares in the company as of the date of the Annual Return:

Names, Addresses and Occupation/ Status of Holder(s) of Shares				Names, Addresses and Occupation of Beneficial Owner(s)				Class of shares and Number held at date of Return	
Given Name(s) & Surnames/ Company Name	Address/ Registered Office	Occupation/ Status	Nationality/ Jurisdiction of Incorporation/ Formation	Given Name(s) & Surnames	Address	Occupation	Nationality	Class of Shares	Number of shares held
Beneficial Ownership has not yet been ascertained in accordance with the Companies Amendment Act, 2019									

12. Date	Name and Title	Signature
24th November 2022	Nalini D Lalla Company Secretary	

ANNEX 9

CARIBBEAN AIRLINES LIMITED OPERATIONAL FORECAST

Station	2023		2024	
	Passenger	Revenue	Passenger	Revenue
New York (JFK)	328,601	\$ 88,077,728	361,461	\$ 96,885,501
Miami (MIA)	95,702	\$ 20,588,414	105,273	\$ 22,647,255
Orlando (MCO)	29,146	\$ 8,303,333	32,060	\$ 9,133,667
Ft. Lauderdale (FLL)	39,165	\$ 8,900,818	43,081	\$ 9,790,899
St. Thomas, BVI (STT)	2,613	\$ 418,785	15,678	\$ 2,508,480
Puerto Rico (SJU)	5,339	\$ 694,228	21,356	\$ 2,776,280

Source: Caribbean Airlines Limited 2023 Passenger and Revenue Forecast