

with or without a change of aircraft, that includes service to Peru for the purpose of carrying local traffic between Peru and the United States; and (d) other charter foreign air transportation in accordance with 14 C.F.R. part 212.

Sky Peru's requested authority is consistent with the terms of the Air Transport Agreement between the United States and the Republic of Peru ("U.S.-Peru Agreement"), a liberalized "Open Skies" air services agreement, and the overall positive aviation relationship between the U.S. and Peru. See U.S.-Peru Agreement at Annexes I and II.

In support of its application, Sky Peru submits the following information:

1. The applicant's full name is Sky Airline Peru S.A.C., and its principal place of business is Av. Manuel Olguin 327, Int. 302, Urb. Los Granados, Santiago de Surco, Lima, Peru. Sky Peru is a Peruvian company lawfully organized under the General Companies Act (Law No. 26887), Section Seventh, Title I (1997). *211.20(a)*.

2. The homeland government air transport authority with jurisdiction over Sky Peru is the Directorate General of Civil Aeronautics ("DGAC"). The address of the DGAC is as follows: Jirón Zorritos 1203, Cercado de Lima 15082, Peru. *211.20(b)*.

3. Authority Requested: Sky Peru seeks authority to engage in (i) scheduled foreign air transportation of persons, property and mail between any point in Peru, on the one hand, and Fort Lauderdale and Miami, Florida, on the other hand; (ii) charter air transportation of persons, property and mail between any point in Peru and any point in the United States; (iii) charter foreign air transportation of persons, property and mail between any point in the United States and any point or points in a third country or countries, provided that, except with respect to cargo charters, such service constitutes part of a continuous operation, with or without a change of aircraft, that includes service

to Peru for the purpose of carrying local traffic between Peru and the United States; and (iv) other charters in foreign air transportation, subject to the terms, conditions, and limitations of 14 C.F.R. part 212 and any other Department regulations governing charters.

Sky Peru intends to initially utilize Airbus A320neo (new engine option) aircraft with 186 seats in an all economy class configuration and proposes to commence scheduled service between Lima, Peru's Jorge Chávez International Airport ("LIM") and the South Florida region, on a nonstop basis, beginning in the first half of 2021. Sky Peru further anticipates such service will initially entail seven weekly roundtrip frequencies. Sky Peru may adjust this schedule as market conditions warrant. *211.20(c)*.

A listing of Sky Peru's key management personnel, and their respective citizenships, are attached hereto as Exhibit A. No key management personnel are related by blood or marriage. All of Sky Peru's management team members, save for its flight operations director/acting chief pilot, are Peruvian citizens. Sky Peru's management team members are exceptionally well-qualified and collectively have more than six decades of experience in airline management and operations.² Carrier operational decisions reside overwhelmingly with Peruvian interests, and Sky Peru is licensed by the DGAC of Peru to perform the services requested herein. *211.20(d)*.

4. Information on the ownership of Sky Peru is attached hereto as Exhibit B. As described above, Sky Peru is a Peruvian air carrier organized under the laws of Peru. Inversiones Huechuraba S.A.C. ("Inversiones Huechuraba"), a Peruvian company,

² Sky Peru does not have a corporate board of directors.

directly owns 30% of Sky Peru, and Inversiones Sky Chile SpA (“Inversiones Sky”), a company organized under the laws of the Republic of Chile, directly owns 70% of Sky Peru. Inversiones Huechuraba and Inversiones Sky are, in turn, owned by Sky Airline, a foreign air carrier of Chile, for which ultimate ownership resides with the following individuals: Rosemarie Mast, Margit Paulmann, Andel Paulmann, Eberhard Paulmann and Holger Paulmann, all of whom are citizens of Chile.

To the extent necessary to facilitate approval of this Application, Sky Peru respectfully requests a waiver from the substantial ownership and effective control requirement under Article (3)(A) of the U.S.-Peru Agreement. As discussed below and under the circumstances presented, such a waiver is (i) in the public interest, as there is nothing in Sky Peru’s ownership or control that is inimical to U.S. aviation policy or interests and (ii) consistent with longstanding DOT policy.

As an initial matter, the U.S. has for many years enjoyed liberalized air transport arrangements with Peru and Chile. Both the U.S.-Peru Agreement (entered into in 1998) and the Multilateral Agreement on the Liberalization of International Air Transportation (“MALIAT”) (entered into in 2001 and which governs air transportation services between Chile and the United States) are Open Skies agreements.³ There is ample access by U.S. air carriers to the U.S.-Peru market, with no fewer than five U.S. air carriers providing scheduled air services to Lima, Peru, prior to the onset of the COVID-19 pandemic. The overall state of the aviation relationship between the U.S. and each of Peru and Chile is positive and constructive.

³ Prior to the MALIAT, the U.S. and Chile were parties to a bilateral Open Skies agreement entered into in 1997, making Chile one of the earliest Open Skies partners of the United States.

The existence of Open Skies agreements between all relevant parties strongly militates in favor of a waiver under DOT policy. For example, and as explained in the context of negotiations around U.S.-Brazil Open Skies, “[u]pon entry into force of an agreement providing for the implementation of Open Skies, the Department of Transportation of the United States of America is prepared to consider applications for waiver of the ownership and control standards in that agreement in a manner consistent with its established policies and practices with regard to the ownership and control of airlines in situations where all countries involved are implementing Open-Skies regimes.” U.S.-Brazil Memorandum of Consultations, Section 3 (March 19, 2011).

A grant of the requested waiver also would be consistent with longstanding Department precedent. See, e.g. Order 2019-8-22 (served Aug. 30, 2019) (granting waiver to Peruvian carrier 70% owned by non-homeland, Colombian interests); Order 2017-9-13 (served Sep. 21, 2017) (granting waiver to Costa Rican carrier 100% owned by non-homeland, Mexican company); Notice of Action Taken in Docket DOT-OST-2013-0165 (issued Dec. 6, 2013) (granting waiver to Colombian carrier 100% owned by non-homeland, Panamanian company); Notice of Action Taken in Docket DOT-OST-2005-20717 (issued Dec. 16, 2011) (granting waiver to Bahrain carrier 100% owned by non-homeland, German company); Order 2008-12-15 (served Dec. 23, 2008) (granting waiver to Maltese carrier 99.99% owned by non-homeland, Swiss interests); Order 2006-12-15 (served Dec. 18, 2006) (granting waiver to Austrian carrier 100% owned by non-homeland, Swiss interests). As with those cases, there are no circumstances presented by the instant Application indicating ownership of or control over Sky Peru inimical to U.S. aviation policy or interests.

Finally, a grant would bring online a new low-cost Peru travel option on a nonstop basis for United States citizens and residents residing in South Florida, which is squarely in the public interest. International tourism to Peru has steadily increased over the past ten years. In 2018, an estimated 641,280 people from the United States visited Peru.⁴ More U.S. visitors visit Peru than any other South American country.⁵

In this case, the totality of the circumstances fully supports a waiver from the Department, should one be necessary. *211.20(e)*.

5. Neither Sky Peru nor any of its key management personnel holds any direct or indirect interest in any U.S. or foreign air carrier, nor does Sky Peru have any interests in persons engaged in the business of aeronautics, or any common carrier or person whose principal business is the holding of stock in, or control of, any air carrier. As noted above, Ms. Mast and the Paulmanns, who ultimately own Sky Peru, also ultimately own Sky Airline, as illustrated in Exhibit B. *211.20(f)*.

6. Sky Peru is neither wholly nor substantially owned by the Government of the Republic of Peru. *211.20(g)*.

7. Sky Peru's insurance meets the minimum requirements set forth in 14 C.F.R. part 205. A copy of Sky Peru's OST Form 6411, Certificate of Insurance, is attached hereto as Exhibit C. *211.20(h)*. Sky Peru will cause a copy to be filed with the FAA.

⁴ See Trade Commission of Peru in New York Statistics on International Arrivals, available at <http://www.iperu.nyc/statistics/>.

⁵ See "Peru is the Preferred Destination of South America for Americans," Press Release of PromPeru (the Government of Peru's tourism department), available at https://www.promperu.gob.pe/Repos/pdf_novedades/442018114511_627.pdf.

8. A copy of Sky Peru's Air Operating Certificate is attached hereto as Exhibit D. *211.20(i)*.

9. Operating History: Sky Peru was formed in 2018 and commenced air services in 2019. Information regarding its operating history is attached hereto as Exhibit E. *211.20(j)*.

10. Fleet Composition: Sky Peru's fleet is described in more detail in Exhibit F attached hereto. Currently Sky Peru has six Airbus A320neo aircraft in its fleet. *211.20(k)*.

11. Maintenance: Sky Peru's base and line maintenance services are performed by Peru-based AVIO S.A. Sky Peru's maintenance program complies with the provisions of the International Civil Aviation Organization's ("ICAO") Pilots and Airmen Annexes I, 6 (Part I), and 7. Peru is a contracting State to the Convention on International Civil Aviation, which established the ICAO. *211.20(l)*.

12. Agreements: The aircraft Sky Peru plans to initially operate in its services to and from the United States are sub-leased from its affiliate, Sky Airline, for which Sky Airline provides maintenance planning and engineering support to Sky Peru. There are no other agreements or cooperative working arrangements between Sky Peru and any U.S. or other foreign air carrier affecting the services proposed hereunder. *211.20(m)*.

13. Financial statements: Sky Peru's financial summaries (balance sheets and income statements) covering the years ending December 31, 2018 and December 31, 2019, and prepared in accordance with the International Financial Reporting Standards, are attached hereto as Exhibit G. Concurrent with the filing of this Application, Sky Peru is, by separate filing, requesting confidential treatment under 14 C.F.R. § 302.12 for the information contained in Exhibit G. *211.20(n)*

14. Sky Peru does not receive any financial assistance from its homeland government. *211.20(o)*.

15. Forecasted traffic and financial results for the first full year of the proposed operations are attached hereto as Exhibit H. *211.20(p)*. Concurrent with the filing of this Application, Sky Peru is, by separate filing, requesting confidential treatment for this information, pursuant to 14 C.F.R. § 302.12.

16. Statement Regarding Designation: The Government of the Republic of Peru has formally designated Sky Peru under the U.S.-Peru Agreement for the services covered in this Application. It is Sky Peru's understanding that the Government of the Republic of Peru will notify the Government of the United States of Sky Peru's formal designation through diplomatic channels. *211.20(q)*.

17. The Republic of Peru's Policy towards Air Carriers of the United States: As noted, the Republic of Peru is party to an Open Skies agreement with the United States, which grants broad rights for U.S. designated air carriers. Sky Peru understands that the competent authorities of the Republic of Peru would authorize services similar to those requested herein for a U.S. air carrier under the U.S.-Peru Agreement. Sky Peru's new scheduled service will provide additional travel opportunities to citizens of both the U.S. and Peru, further the interests of comity and reciprocity, and benefit travelers and shippers in both countries. Sky Peru respectfully submits that grant of the traffic rights sought herein will serve the public interest.⁶ *211.20(r)*.

⁶ Given that the authority requested by Sky Peru in this Application is authorized under the bilateral agreement between the U.S. and Peru, approval of this Application is in the public interest. See S. Rep. No. 96-329, at 4 (1979), reprinted in 1980 U.S.C.C.A.N. 54, 57 ("[T]he negotiation of a bilateral agreement itself represents a determination by the Government of the United States that the grant of route authority

18. Tariff Violations /Accidents: Sky Peru has not been involved in any safety or tariff violations or any fatal accidents in the past five years. 211.20(s).

19. Waiver of Warsaw Convention Liability Limits: A copy of Sky Peru's OST Form 4523 is attached hereto as Exhibit I. 211.20(t).

20. Foreign Air Carrier Family Assistance Plan ("FAP"): Sky Peru's plan as required under 49 U.S.C. §§ 1136 and 41313 will be submitted to the National Transportation Safety Board shortly. Sky Peru will cause an appropriate copy of its FAP to be filed in Docket DOT-OST-1998-3304.

21. Summary of Passenger Manifest Information Collection Procedures: Sky Peru will collect the passenger manifest information required by 14 C.F.R Part 243 and will transmit that information to the U.S. Department of State in the event of an aviation disaster. A summary of Sky Peru's procedures is attached as Exhibit J.

22. Fuel Consumption: The operations proposed by Sky Peru will not result in a near term increase in fuel consumption of ten million gallons or more. Consequently, grant of the authority requested herein will not constitute a "major regulatory action" under the Energy Policy and Conservation Act of 1975, as defined in 14 C.F.R § 313.4 (a)(1).

23. Verification: The verification required by 14 C.F.R § 302.4(b) is attached hereto as Exhibit K.

24. Sky Peru will work closely with (i) the FAA International Field Office in Miami, Florida, to obtain its operations specifications under 14 C.F.R. part 129, and (ii) its assigned TSA International Industry Representative to obtain its model security program

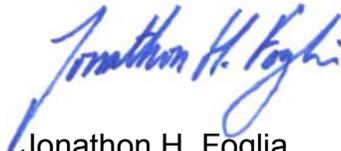
in accordance with 49 C.F.R. part 1546, in each case as promptly as possible.

For the reasons set forth herein, Sky Peru is fully qualified to operate the services proposed in this Application and for which DOT authority is hereby requested. Grant of Sky Peru's request will serve the public interest.

#

WHEREFORE, based upon the foregoing information, Sky Peru respectfully requests that it expeditiously be granted (i) a foreign air carrier permit and, pending the issuance of such permit, an interim exemption, to engage in scheduled and charter foreign air transportation of persons, property and mail as described above, and (ii) such other or additional relief as the Department deems consistent with this Application and the public interest.

Respectfully submitted,



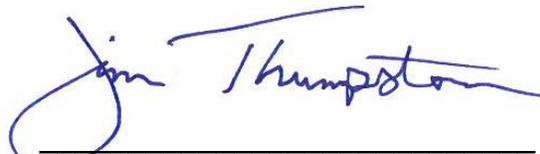
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bmarrin@kamazuckert.com

August 10, 2020

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing application of Sky Peru for an exemption and a foreign air carrier permit has been served this the 10th day of August 2020, upon each of the parties below by electronic mail.

Counsel for ABX/Air Transport Intl:	rsilverberg@sghdc.com
American Airlines:	jjohnson@sghdc.com robert.wirick@aa.com john.b.williams@aa.com
Atlas Air/Southern:	rpommer@atlasair.com naveen.rao@atlasair.com
Delta Air Lines:	chris.walker@delta.com alex.krulic@delta.com steven.seiden@delta.com
Federal Express:	anne.bechdolt@fedex.com sllunsford@fedex.com brian.hedberg@fedex.com
Kalitta Air:	psanderlin@kalittaair.com nwallace@wallaceair.com matwood@cozen.com
JetBlue Airways:	robert.land@jetblue.com reese.davidson@jetblue.com dderco@eckertseamans.com
Spirit Airlines:	jyoung@yklaw.com dkirstein@yklaw.com
United Airlines:	dan.weiss@united.com ; steve.morrissey@united.com
UPS:	amna.arshad@freshfields.com dsmalls@ups.com anita.mosner@hklaw.com marina.obrien@hklaw.com
DOT/FAA/State:	benjamin.taylor@dot.gov robert.finamore@dot.gov david.christofano@dot.gov rick.domingo@faa.gov yonhy@state.gov



James A. Thumpston

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EXHIBIT A

Management and Key Personnel

**Sky Airline Peru S.A.C.
Management and Key Personnel**

Name	Title	Business Address	Citizenship
José Raúl Vargas Feldmuth	CEO	Av. Manuel Olgúin 327 Of. 1302 Santiago de Surco, Lima Peru	Peruvian
Juan Carlos Holste Jaeger	Operations Director	Av. Manuel Olgúin 327 Of. 1302 Santiago de Surco, Lima Peru	Argentine
Víctor Salazar Velarde	Maintenance Director	Av. Manuel Olgúin 327 Of. 1302 Santiago de Surco, Lima Peru	Peruvian
Pedro Navarro Rette	Finance Director	Av. Manuel Olgúin 327 Of. 1302 Santiago de Surco, Lima Peru	Peruvian
Franco Chaparro Gazzo	Commercial Director	Av. Manuel Olgúin 327 Of. 1302 Santiago de Surco, Lima Peru	Peruvian
Juan Carlos Holste Jaeger	Chief Pilot (Acting)	Av. Manuel Olgúin 327 Of. 1302 Santiago de Surco, Lima Peru	Argentine

EXHIBIT B

Ownership of Sky Airline Peru S.A.C.

Ownership of Sky Airline Peru S.A.C.

Name: Inversiones Huechuraba S.A.C.

- Business Address: Av. Manuel Olgún 327 Of. 1302, Santiago de Surco, Lima Peru
- Citizenship: Company organized under the laws of the Republic of Peru
 - Number of Shares Owned in Sky Peru (and percentage of all outstanding): 21,408,569 (30%)

Name: Inversiones SKY Chile SpA

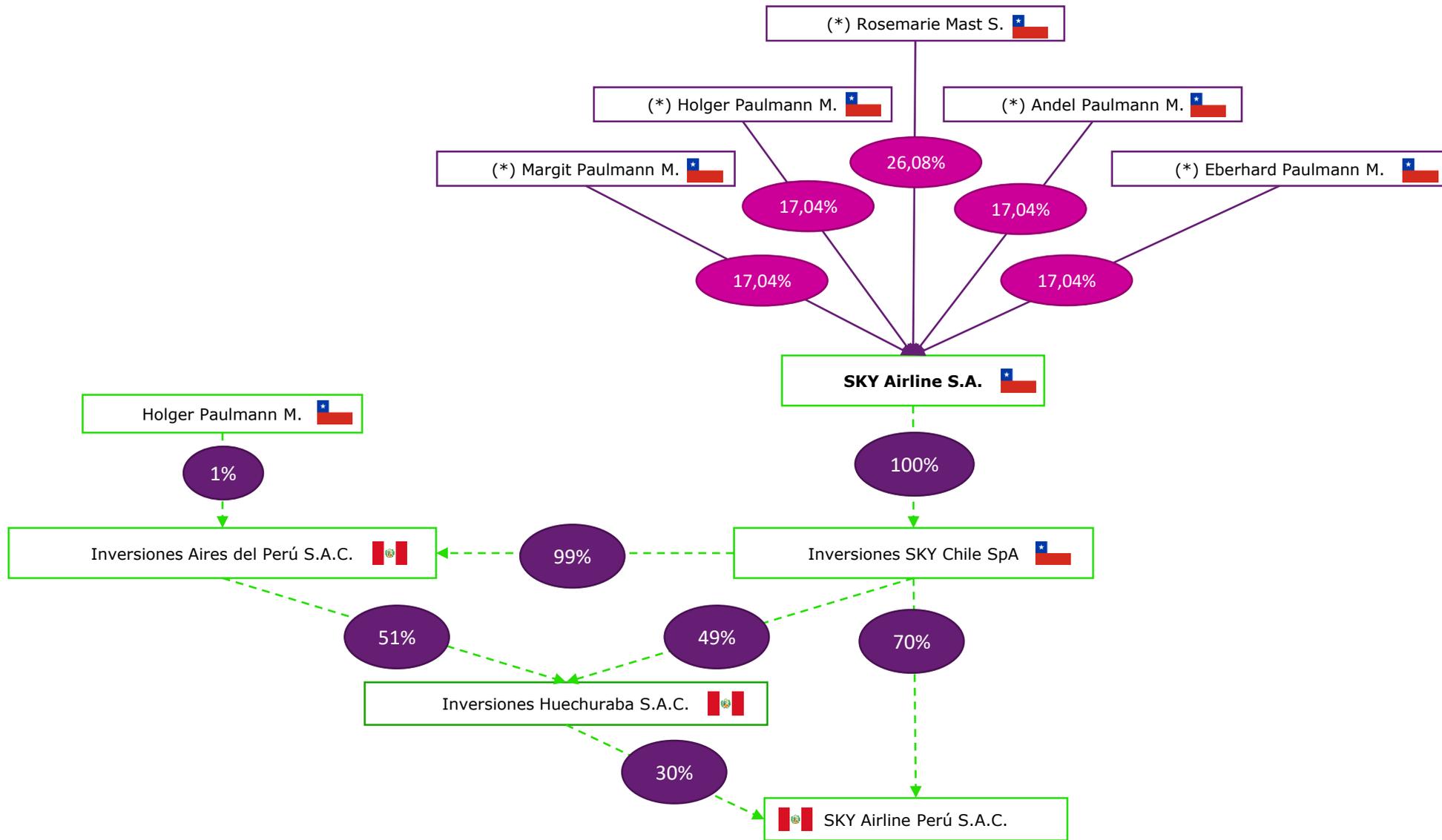
- Business Address: Av. del Valle No. 765, piso 5, Huechuraba, Santiago de Chile, Chile
- Citizenship: Company organized under the laws of the Republic of Chile
 - Number of Shares Owned in Sky Peru (and percentage of all outstanding): 49,952,449 (70%)
 - Number of Shares Owned in Inversiones Huechuraba S.A.C. (and percentage of all outstanding): 10,490,438 (48.99%)
 - Number of Shares Owned in Inversiones Aires del Perú S.A.C. (and percentage of all outstanding): 10,919,108 (99.97%)

Name: Inversiones Aires del Perú S.A.C.

- Business Address: Av. Manuel Olgún 327, Of. 1302, Santiago de Surco, Lima, Peru
- Citizenship: Company organized under the laws of the Republic of Peru
 - Number of Shares Owned in Inversiones Huechuraba S.A.C. (and percentage of all outstanding): 10,921,603 (51.01%)

Name: Sky Airline S.A.

- Business Address: Av. del Valle No. 765, piso 5, Huechuraba, Santiago de Chile, Chile
- Citizenship: Company organized under the laws of the Republic of Chile
 - Number of Shares Owned in Inversiones Sky Chile SpA (and percentage of all outstanding): 1,348,930 (100%)



(*) Note: Interest in SKY AIRLINE S.A. held indirectly via Chilean intermediary entities.

EXHIBIT C

OST Form 6411



Office of the Secretary of Transportation

AGENCY DISPLAY OF ESTIMATED BURDEN

The public reporting burden for this collection of information 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 9-30-2007

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: Arthur J. Gallagher UK Limited

(Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to SKY AIRLINE PERU S.A.C

ADDRESS: Av. Manuel Olguin 327, Int. 302 Urb. Los Granados Santiago de Surco, Lima FAA Certificate Number _____

(Name, Address, and FAA Certificate Number of Insured Foreign Air Carrier)

effective from 1ST JULY 2020 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 PERU 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 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*):

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:

Minimum Limit

Policy No.	Type of Liability	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 damaged, 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:

Minimum Limit

Policy No.	Type of Liability	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 damaged, and passenger bodily injury.

Policy No. J51917191000 / J51917268000 Amount of Coverage 750.000.000 U.S. Dollars

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.

Arthur J. Gallagher (UK) Limited

(Name of Insurer)

(Name of Insurer)

The St Botolph Building, 138 Houndsditch

(Address)

(Address)

Peru

London EC3A 7AW

(City)

(State)

(Zip Code)

(City)

(State)

(Zip Code)

EDUARDO DUERI

Contact (person who can verify the effectiveness of the coverage)

Contact (person who can verify the effectiveness of the coverage)

+5713907670

(Area Code, Phone Number)

(Area Code, Fax Number)

(Area Code, Phone Number)

(Area Code, Fax Number)

(Signature, if applicable)


(Signature, if applicable)

JUNE 23, 2020

(Date)

(Date)

EXHIBIT D

Air Operator Certificate



PERÚ

Ministerio
de Transportes
y Comunicaciones

Viceministerio
de Transportes

REPUBLICA DEL PERU
(REPUBLIC OF PERU)

DIRECCION GENERAL DE AERONAUTICA CIVIL
(CIVIL AVIATION AUTHORITY)

CERTIFICADO DE EXPLOTADOR DE SERVICIOS AEREOS (AOC)
(AIR OPERATOR CERTIFICATE)

Se certifica por la presente que
(Hereby certifies that)

SKY AIRLINE PERU S.A.C.

Con dirección Legal en:
Av. Manuel Olgüín N° 327, Oficina 1302
Santiago de Surco - Lima
Teléfono 51-1-7086226
Correo-e: gerenciaskyperu@skyairline.com

Satisface los requisitos de la Ley de Aeronáutica Civil del Perú N° 27261, de los Reglamentos y de las Regulaciones Aeronáuticas del Perú, en fe de lo cual se le expide el presente Certificado que lo autoriza a realizar Operaciones Aéreas de Aviación Comercial: Transporte Aéreo Regular y No Regular Nacional e Internacional de Pasajeros, Carga y Correo, bajo la RAP 119 y 121; de conformidad con dichas normas de operación así como con los términos, condiciones y limitaciones previstos en las Especificaciones Técnicas de Operación (OpSpecs) adjuntas, que son parte integrante de este documento. Están consideradas dentro de este certificado las demás autorizaciones que se indican en las OpsPecs.

(It satisfies the requirements of the Civil Aeronautics Law of Peru No. 27261, the Regulations and the Aeronautical Regulations of Peru, in which case it is issued this Certificate that authorizes it to perform Air Operations of Commercial Aviation: Regular Air Transport and Non-Regular National and International Passenger, Cargo and Mail, under RAP 119 and 121; in accordance with these operating rules as well as with the terms, conditions and limitations set forth in the attached Technical Operating Specifications (OpSpecs), which are an integral part of this document. The other authorizations indicated in the OpSpecs are considered within this certificate)

El presente certificado es intransferible y permanecerá vigente, salvo renuncia del titular, suspensión o revocación por parte de esta Dirección General.

(This certificate is not transferable and will remain current, unless relinquished by the holder or suspended or revoked by the Civil Aviation Authority.)

Certificado N° 113
(Certificate N° 113)


JUAN CARLOS PAVIC MORENO
Director General de Aeronáutica Civil
(Civil Aviation Authority Director)

Expedido el 28 ENE. 2020
Issued,

en Lima – Perú.
at Lima – Peru

Revisión N° 01
(Revision N° 01)

EXHIBIT E

Narrative History of Sky Airline Peru S.A.C.

Narrative History of Sky Airline Peru S.A.C.

Sky Airline Peru S.A.C (hereinafter, “Sky Peru”) commenced operations in August 2019, further to a planned Latin America expansion by Sky Airline S.A. (hereinafter, “SKY”), a leading low-cost carrier in the Southern Cone region. The creation of Sky Peru marked the first milestone of such internationalization.

Peru was chosen among other Latin American countries because of its important location that allows airlines to connect the southern cone of South America with Central and North America, among other Hubs to reach Europe and Asia.

Sky Peru’s business plan initially projected the achievement of a 15% Peru domestic market share within five years of launching operations. This is to be accomplished by a low cost model that offers competitive fares and relies on a fleet of new, fuel efficient and environmentally friendly aircraft.

Key milestones include flight certification (obtained in 2018); successful DGAC (Directorate General of Civil Aeronautics) inspection of the airline’s Lima base of operations (January 2019); DGAC issuance of air operator certificate (February 2019); successful sales plan launch (also February 2019); and crew certification and first revenue flight (April 2019, see below).

Sky Peru began sales with service to eight domestic destinations in Peru, including Lima, with promotional fares of S/ 1 PEN (approximately 0.3 USD) plus fees and taxes (available during the first three days of sales). Results exceeded the company’s expectations, with more than 45,000 seats sold during that three-day period.

With a team of 124 workers, Sky Peru began commercial operations with a fleet of two aircraft, following crew certification in April 2019. The airline’s first revenue flight was between Lima and Cuzco that same month.

Shortly before Sky Peru’s launch and for some time thereafter, the Peruvian domestic market underwent significant structural changes, including: the cessation of service by LC Perú (at the time one of just five Peruvian scheduled service operators); the cancellation by Viva Air of its planned expansion in Peru; and the cancelation by Avianca of 90% of its Peruvian domestic routes. Moreover, in October 2019, Peruvian Airlines’ operations were suspended by the DGAC when that airline experienced liquidity issues.

By the end of December 2019 – barely four months after launching operations – Sky Peru’s share of the Peruvian domestic market stood at more than 17%, the second largest share of any carrier, underscoring the traveling public’s desire for low fare, high quality service in Peru.

Key Management Personnel

CEO – Jose Raúl Vargas Feldmuth

(14 years in industry)

Economics, University of Lima

MBA in Business Strategic Administration

Previous experience:

- Service Director, LATAM Airlines Perú
- Airport Operations Manager

Operations Director/Chief Pilot (Acting) – Juan Carlos Holste

(21 years in industry)

Bachelor of Economics, University of Buenos Aires

Experience: Training Manager, Avianca, TACA

Maintenance Director – Víctor Salazar

(16 years in industry)

Mechanical Engineer, PUCP

Master in Business Administration, CENTRUM PUCP, EADA

Experience: Engineer and Technical Support Manager, LATAM Airlines Perú

Finance Director - Pedro Navarro

(6 years in industry)

Industrial Engineer, University of Lima

MBA University of California, Berkeley

Experience:

- Strategy & Operations consultant, Deloitte
- Service Delivery Deputy Director, LATAM Airlines Perú

Commercial Director - Franco Chaparro

(4 years in industry)

Industrial Engineer, University of Lima

MBA EGADE Business School

Experience:

- Head International Business, LAN Airlines
- Head of Sales, LAN Airlines

EXHIBIT F

List of Aircraft

Sky Airline Peru S.A.C. List of Aircraft

Aircraft Registration No.	Country of Registration	Aircraft Make/Model/Series	Lessor	Lessor Business Address	Lessor Citizenship
CC-AZC	Chile	Airbus / A320-200NEO (A320-251N) / MSN8444	ALC A320 8444, LLC	2000 Avenue of the Stars, Suite 1000N Los Angeles, California 90067, U.S.A.	United States of America
CC-AZD	Chile	Airbus / A320-200NEO (A320-251N) / MSN8523	SMBC Aviation Capital Limited	IFSC House, IFSC, Dublin 1, Ireland	Ireland
CC-AZE	Chile	Airbus / A320-200NEO (A320-251N) / MSN8521	SMBC Aviation Capital Limited	IFSC House, IFSC, Dublin 1, Ireland	Ireland
CC-AZF	Chile	Airbus / A320-200NEO (A320-251N) / MSN8497	SMBC Aviation Capital Limited	IFSC House, IFSC, Dublin 1, Ireland	Ireland
CC-AZJ	Chile	Airbus / A320-200NEO (A320-251N) / MSN 8731	SMBC Aviation Capital Limited	IFSC House, IFSC, Dublin 1, Ireland	Ireland
CC-AZH	Chile	Airbus / A320-200NEO (A320-251N) / MSN8691	SMBC Aviation Capital Limited	IFSC House, IFSC, Dublin 1, Ireland	Ireland

EXHIBIT G

Financial Summaries

**CONFIDENTIAL TREATMENT REQUESTED
UNDER 14 C.F.R. § 302.12**

EXHIBIT H

Traffic and Financial Forecast

**CONFIDENTIAL TREATMENT REQUESTED
UNDER 14 C.F.R. § 302.12**

EXHIBIT I

OST Form 4523



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 Sky Airline Peru S.A.C.]* [(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.

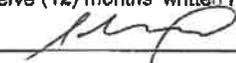
Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance 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)  8/10/2020

(Printed Name and Title) José Raúl Vargas Feldmuth, CEO

(Name and Address of Carrier) Sky Airline Peru S.A.C.
Av. Manuel Olguín 327, Int. 302, Urb. Los Granados,
Santiago de Surco, Lima, Peru

EXHIBIT J

Summary of Part 243 Procedures

Summary of 14 C.F.R. Part 243 Procedures (Passenger Manifest Collection Procedures)

Introduction: This summary is submitted by Sky Airline Peru S.A.C ("Sky Peru") to the U.S. Department of Transportation in accordance with 14 C.F.R. part 243.

Summary of Procedures

For each passenger-carrying flight segment operating to or from the United States, *i.e.*, the flight segment where the last point of departure or the first point of arrival is in the United States ("covered flight segment"), Sky Peru shall collect, or cause to be collected, the full name of each passenger who is a U.S. citizen. Any U.S. citizen who does not provide this information will not be permitted to board.

Sky Peru will request an emergency contact telephone number and name from U.S. citizen passengers. As the provision of this information is voluntary, Sky Peru will not deny boarding to any passenger who refuses to provide it.

Sky Peru shall store the information collected pursuant to the above procedures until passengers on the covered flight segment disembark. This information will be kept confidential and will not be used for purposes other than those described herein or disclosed to any entity except as required and permitted by law.

In the event of an aviation disaster involving a covered flight segment operated by Sky Peru, Sky Peru shall contact the Managing Director of Overseas Citizen Services, Bureau of Consular Affairs, U.S. State Department, by telephone. Not later than three hours after confirmation of such a disaster, Sky Peru shall transmit to the U.S. State Department and, upon request, the National Transportation Safety Board, the information collected in accordance with these procedures.

24-Hour Contact Information

Sky Peru's 24-hour, 365 days a year contact is located in its operations center at Lima, Peru's Jorge Chávez International Airport. The telephone number for the operations center is as set forth in Sky Peru's family assistance plan that will be filed with the Department separately in Docket DOT-OST-1998-3304. Any agent of the U.S. government may contact Sky Peru personnel at any time by contacting that number.

EXHIBIT K

Verification

CERTIFICATION

Pursuant to Title 18 United States Code section 1001, I, JOSE RAUL VARGAS FELDMUTH, in my individual capacity and as the authorized representative of the applicant, have not in any manner knowingly and willfully falsified, concealed or covered up 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 application. I understand that an individual who is found to have violated the provisions of 18 U.S.C. section 1001 shall be fined not more than \$10,000 or imprisoned not more than five years, or both.



Name: José Raúl Vargas Feldmuth

Title: CEO

Sky Airline Peru S.A.C.

8/10/2020

Date