



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

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In the matter of the Application of )

BIMAN BANGLADESH AIRLINES LIMITED )  
(BIMAN) )

) DOCKET DOT-OST-2023-

for a Foreign Air Carrier Permit )  
pursuant to 49 U.S.C 41301, )  
and 14 C.F.R. Part 211 of the )  
Department of Transportation's )  
Economic Regulations )

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APPLICATION FOR FOREIGN AIR CARRIER PERMIT

Pursuant to 49 U.S.C 41301, and 14 C.F.R Part 211 of the Department of Transportation's Economic Regulations, Biman Bangladesh Airlines Limited (Biman) herewith applies for a Foreign Air Carrier Permit to commence the transportation of passengers, general cargo, and mail between Dhaka, Bangladesh, and New York, New York, and points in between as described infra.



## OPENING STATEMENT

Biman Bangladesh Airlines Limited ("Biman") was established in 1972 as the national airline of the People's Republic of Bangladesh, a country which achieved its independence in 1971. Biman started its operations with no aircraft, fixed assets, or any form of capital; however, it did have a pool of 2,500 personnel who had worked for Pakistan International Airlines ("PIA") before the independence of Bangladesh. Biman started domestic service in 1972, and since that time it has expanded into the international market, currently servicing 20 international destinations, with service to two more scheduled to begin/resume in September 2023 and a further international destination planned for late October 2023. More details on Biman's history and flight operations are contained in attached Exhibit G.

Biman applied for a Foreign Air Carrier Permit and contemporaneously for Exemption Authority on December 23, 1992. Biman's Application for an Exemption was approved on September 9, 1993; its Application for a Foreign Air Carrier Permit was still pending before DOT when Biman's Exemption Authority expired in 2018 for lack of renewal, as explained below.

## HISTORY OF EXEMPTION REQUESTS

Biman filed an Application for an Amendment to and an Extension of Its Existing Exemption Authority on May 20, 1994. The Extension was approved on August 30, 1994. [The Amendment portion of the Application proved unnecessary so the May 20, 1994, document will be referred to hereinafter as Biman's "Application for Extension of Its Existing Exemption Authority"]. Biman filed a further Application for an Extension of Its Exemption Authority on August 28, 1995, which was approved on October 16, 1996. On October 16, 1997, Biman filed a further Application for an Extension of its Existing Exemption Authority [Docket No. OST-95-488] and invoked the Administrative Procedure Act (APA), 5 U.S.C. 551 et seq. On February 12, 2010, Biman filed an Application for Amendment and Supplement of Its Existing Exemption Authority, and again invoked the APA. DOT extended Biman's Exemption Authority by Notice of Action Taken on March 11, 2010, for one year, through March 11, 2011. That Notice of Action Taken imposed the condition that "Biman may conduct the operations authorized here only by using aircraft wet-leased from a duly authorized and properly supervised U.S. or foreign air carrier".

On March 10, 2011, Biman filed an Application to Extend Its Exemption Authority and invoked the APA. Biman then filed an Amendment to that Application on March 25, 2011. DOT extended Biman's Exemption Authority by Notice of Action Taken on April 12, 2011, for one year, through April 12, 2012. By such Notice of Action taken, DOT permitted Biman to conduct (1) scheduled foreign air transportation of persons, property, and mail between Dhaka, Bangladesh, and New York/Newark, via the intermediate points Delhi, Dubai, Amsterdam, Brussels, and Manchester; and (2) charters pursuant to 14 CFR Part 212 of DOT's regulations. Biman was authorized to conduct such services only by using aircraft wet-leased for a duly authorized and properly supervised U.S. or foreign air carrier. On April 6, 2012, Biman filed a further Application to Extend Its Exemption Authority and invoked the APA. On May 7, 2012, DOT extended Biman's Exemption Authority by Notice of Action Taken for one year on similar terms, through May 7, 2013.

On May 6, 2013, Biman filed a further Application to Extend Its Existing Exemption Authority and invoked the APA. On October 31, 2013, DOT extended Biman's Exemption Authority by Notice of Action Taken for two years on similar terms, through October 31, 2015. On January 16, 2014, Biman filed an Amendment to Its Exemption Authority to conduct operations through Birmingham (BHX) instead of Manchester (MAN) and invoked the APA. On

February 25, 2014, DOT approved this amendment for two years by Notice of Action Taken. Biman's Exemption Authority was set to expire on February 25, 2016. However, Biman filed a timely request for a further two-year extension of its existing Exemption Authority and invoked the APA on February 24, 2016. This was approved by DOT on April 12, 2016, for a period of two years.

Biman did not file any further requests to extend its Exemption Authority invoking the APA so its Exemption Authority and its then-pending Application for Foreign Air Carrier Permit both expired in April 2018. Biman considered filing another Exemption request before the expiration date but decided not to do so for reasons related to the requirement to use "wet-leased" aircraft and related economic issues.

Bangladesh is currently in the FAA's Category 2 status: "Does Not Comply with ICAO Standards, FAA inspectors have assessed Bangladesh's civil aviation authority and determined that it does not provide safety oversight in accordance with ICAO standards".

Biman now believes that Bangladesh's Category 2 status will be upgraded to Category 1 soon after the FAA and Bangladesh's CAAB continue their joint work. If/when such an upgrade does take

place, Biman would be able to operate its own aircraft on flights to the U.S., assuming DOT approves Biman's request for Exemption Authority which is being filed contemporaneously with this Application for Foreign Air Carrier Permit and which incorporates by reference the materials in this Application and attached Exhibits.

#### **REQUEST FOR AUTHORITY TO CONDUCT SERVICES**

Biman now desires to expand its existing services to provide air transport service between Dhaka and New York, and Newark, New Jersey. This expanded service is in the public interest because the transportation of passengers, general cargo, and mail will benefit the traveling public of both countries since there is currently no direct service between the United States and Bangladesh. There is currently only one-stop service provided by the following carriers: Kuwait Airways (KU); Emirates (EK); Qatar Airways (QR); Turkish Airlines (TK); Saudia (SV); Singapore Airlines (SQ); and Ethihad (EY).

In addition, an Air Transport Agreement (ATA) between the Government of the People's Republic of Bangladesh and the U.S. went into effect upon signing, on September 30, 2020, as

explained in attached Exhibit N. This ATA establishes a modern civil aviation relationship with Bangladesh consistent with U.S. Open Skies international aviation policy.

As demonstrated below, and by the Exhibits attached to this Application, Biman is fit, willing, and able to perform the proposed services and this Application should therefore be approved.

#### **INFORMATION REQUIRED BY 14 C.F.R. PART 211**

1. Biman respectfully applies for a Foreign Air Carrier Permit. Biman requests that the Permit authorize Biman to engage in regular foreign air transportation with respect to persons, property, and mail, as follows:

From the People's Republic of Bangladesh to New York and Newark. Biman requests that the Permit be issued for an indeterminate period, not less than five years.

2. In support of its Application, and in compliance with the requirements of 14 C.F.R. Part 211 of the Department's Economic Regulations, Biman states as follows:

a. The full name and address of the applicants is:

Biman Bangladesh Airlines Limited, Head Office, Balaka,  
Kurmitola, Dhaka-1229, Bangladesh. Phones: 88-02-8901600-14,  
8901680-94, Fax: 88-02-8901558. [www.biman-airlines.com](http://www.biman-airlines.com).

Biman is a Public Limited Company (PLC) wholly owned by the Government of Bangladesh. It was formed pursuant to Section 150 of the Companies Act 1994. Effective 23 July 2007, Biman Bangladesh Airlines Limited took over the business, assets, and liabilities of Bangladesh Biman Corporation.

b. The name and official address of the Government air transport authority having regulatory jurisdiction is as follows:

Chairman, Civil Aviation Authority of Bangladesh (CAAB),  
Headquarters, Hazrat Shahjalal International Airport,  
Kurmitola, Dhaka-1229, Bangladesh. Phone: 880-2-8901405.

In 1985 the Government of the People's Republic of Bangladesh formed Civil Aviation Authority, Bangladesh (CAAB) vide Ordinance No. XXXVIII of 1985, titled The Civil Aviation Authority Ordinance, 1985.

c. The route to be covered by the Foreign Air Carrier Permit for which application is made is as follows:

(i) Point in USA: New York City.

(ii) Service: If authority is granted, Biman will operate five weekly flights with seasonal variation as regular scheduled service carrying a combination of passengers, cargo, and mail. Biman will use its own B787-9 aircraft configured to carry 298 passengers (30J+21W+247Y), and 15,000 kgs. of cargo capacity. The configuration of the equipment used may change in the future.

(iii) Service Schedule:

(aa) Point in Bangladesh: Dhaka.

Intermediate Points:

(bb) Point in Middle East/Europe: Izmir.

Biman will operate five weekly flights on the following route:

(aa) DAC-ADB-JFK & V.V.

(iv) Future Operations.

With respect to future flights, Biman would like to be able to use the following points in the United States in its operations:



Boston, Houston, Los Angeles, Dallas, Washington DC, and Newark.

Proposed intermediate points are:

Abu Dhabi, Rome, Brussels, Manchester, Birmingham, Istanbul, Izmir, New Delhi, and Amsterdam.

d. In accordance with 14 C.F.R. Part 211, Biman states that, if the permit is granted, it will voluntarily accept all applicable conditions set forth in Part 211.

e. Biman states that it will submit a Family Assistance Plan/Family Support Plan to the Department and to the National Transportation Safety Board while this Application is pending.

f. Biman states that it will file, under the Department's "Passenger Manifest Rule," 14 C.F.R. Part 243, a plan summarizing how it will collect and transmit to the Department of State information on the identities of passengers aboard their aircraft in the event of an aircraft accident.

g. Biman states that it will demonstrate there is an approved Aviation Security Agreement in place between the United States and Bangladesh.

h. Exhibits A-S, responsive to the requests for evidence contained in 14 C.F.R. Part 211 of the U.S. Department of Transportation's (the "Department") Economic Regulations, are attached hereto and are incorporated herein by reference.

3. Biman notes that the granting of this Application would not constitute a major regulatory action within the meaning of C.F.R. Part 313, implementing the Energy Policy and Conservation Act, 42 U.S.C. section 6201 et seq., because the service proposed in this Application should not cause a significant annual change in aircraft fuel consumption of 10 million gallons or more. As a result, there is no need for Biman to supply additional energy data. (See 14 C.F.R. section 315.5).

4. The fact that Biman is fit, willing, and able correctly to operate the foreign air transportation proposed herein

and to comply with the provisions of the Federal Aviation Act and the regulations thereunder is clearly demonstrated by this Application and the Exhibits attached thereto. The information and documentation provided herein also show that the proposed foreign air transportation will be in the public interest.

5. Biman requests that this Application be processed under applicable expedited procedures. However, Biman specifically requests that no formal decision be issued by DOT until the FAA formally upgrades Bangladesh to Category 1 status so that Biman can use its own aircraft in the requested operations.

Granting a Permit to Biman will, without question, promote fair competition in the marketplace and, as the evidence submitted herein demonstrates, will facilitate, the expansion of fair international air transport opportunities in the public interest. No additional facts are required by the Department which are not included in this Application or the attached Exhibits.

Biman submits that the economic data and other matters which it desires the Department to notice officially in ruling upon this Application are those contained in this Application and the attached Exhibits.

Written evidence establishing the facts upon which Biman relies to establish its fitness and to show that the grant of the relief requested herein is consistent with the public interest is also contained in the information and documentation.

In the view of the foregoing considerations, Biman respectfully requests that the Department issue a Foreign Air Carrier Permit to enable Biman to engage in foreign air transportation with respect to persons, property, and mail, over the route specified herein for an indeterminate period, not less than five years.

Respectfully submitted,

A handwritten signature in dark ink, reading "Robert W. Johnson II". The signature is written in a cursive style with a large, stylized "R" and a double underline at the end.

Robert W. Johnson II  
Attorney for Biman Bangladesh Airlines Limited

## LIST OF EXHIBITS

### EXHIBITS

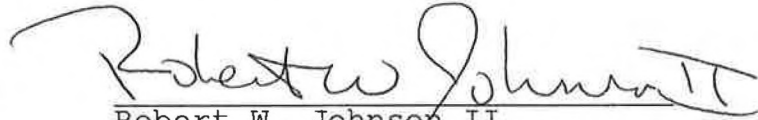
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on this  
5<sup>th</sup> day of September 2023 by email upon the following  
persons:



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| Brett Kruger (DOT)                     | brett.kruger@dot.gov             |

## **EXHIBIT A**



## **EXHIBIT A**

### **OFFICERS, DIRECTORS AND KEY MANAGEMENT PERSONNEL**

This Exhibit includes lists of Biman's Directors, their airline experience, and similar information on Officers and Key Management Personnel. An Organization Chart is also included.



d)

| Name  | Designation                                | Residential Address   | Business Address   | Citizenship |
|---|--|---|--|-------------|
| Mr. Shafiul Azim                                      | Managing Director & CEO                    | Flat-G2, House NO. 33, Road No. 05, Dhanmondi, Dhaka.               | Head office, Biman, Balaka, Kurmitola, Dhaka   | Bangladeshi |
| Mr. Md. Siddiquir Rahman                              | Director Administration & HR               | Rupali-7, Eskaton Garden Government Officer's Quarter, Dhaka.       | Head office, Biman, Balaka, Kurmitola, Dhaka   | Bangladeshi |
| Mr. Md Kamrul Hassan Khan, ndc                        | Director Marketing & Sales                 | House-87, Road- 9/C, Sector-5, Uttara, Dhaka.                       | Head office, Biman, Balaka, Kurmitola, Dhaka   | Bangladeshi |
| Mr. Md. Matiul Islam Chowdhury                        | Director Customer Services                 | Kakoli Bulding, Eskaton Garden Government Officer's Quarter, Dhaka. | Head office, Biman, Balaka, Kurmitola, Dhaka   | Bangladeshi |
| Mr. Mohammad Mominul Islam                            | Director Procurement & Logistic Support    | House- 1/C, Apart-B-1, Road-7, Sector-7, West Uttara, Dhaka         | Admin building, Hazrat Shahjalal International Airport, Kurmitola, Dhaka                   | Bangladeshi |
| Capt. M Siddiquir Rahman                              | Director Flight Operations                 | Flat-C3, Road-4 old DOHS, Dhaka Cantonment, Dhaka.                  | Operations Building Hazrat Shahjalal International Airport, Kurmitola, Dhaka               | Bangladeshi |
| Air Commodore Md Moazzem Hossain ndc, afwc, psc, engg | Director Engineering & Material Management | 801, Novoneel, BAF Officer's Quarter, Tejgaon, Dhaka.               | Biman Engineering Hangar Complex, Hazrat Shahjalal International Airport, Kurmitola, Dhaka | Bangladeshi |
| Mr. Md. Naoshad Hossain                               | Chief Financial Officer                    | House-16, Road-1, Gulshan-1, Niketon, Dhaka.                        | Head office, Biman, Balaka, Kurmitola, Dhaka   | Bangladeshi |
| Capt. A.K.M Aminul Islam                              | Director Corporate Planning & Training     | House-77, Road-06, Bannani DOHS, Dhaka.                             | Head office, Biman, Balaka, Kurmitola, Dhaka   | Bangladeshi |

10.07.23  
Shafiul Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd

**Names, addresses (both residence and business) and citizenship of all Directors:**

| S1 No.. | Name                      | Designation  | Business Address                                   | Residence Address   |
|---------|---------------------------|--|--|---|
| 01      | Shafiul Azim              | Managing Director & CEO<br>(Additional Secretary Govt. of Bangladesh)            | Head Office, Balak, Kurmitola, Dhaka, Bangladesh   | Flat-G-2, House-33, Road-05, Dhanmondi, Dhaka.            |
| 02      | Siddiqur Rahman           | Director Admin & HR<br>(Joint Secretary Govt. Of Bangladesh)                     | Head Office, Balak, Kurmitola, Dhaka, Bangladesh   | Rupali-7, Eskat on Garden Govt. Officers Quarter, Dhaka.  |
| 03      | Md. Kamrul Hassan Khan    | Director Marketing & Sales (Joint Secretary Govt. of Bangladesh)                 | Head Office, Balak, Kurmitola, Dhaka, Bangladesh   | House-87, Road-9/C, Sector-5, Uttara, Dhaka.              |
| 04      | Md Matiul Islam Chowdhury | Director Customer Service<br>(Joint Secretary Govt. of Bangladesh)               | Head Office, Balak, Kurmitola, Dhaka, Bangladesh   | Kakoli Building, Eskaton Garden Officer's Quarter, Dhaka. |
| 05      | Md. Moazzem Hossain       | Director Engineering & Material Management-Air Commodore of Bangladesh Air Force | Biman Hanger Complex, Kurmitola, Dhaka, Bangladesh | 801, Novoneel Officer's Quarter. Tejgaon, Dhaka.          |
| 06      | Md. Naoshad Hossain       | Chief Financial Officer-<br>(Joint Secretary- Govt. of Bangladesh)               | Head Office, Balak, Kurmitola, Dhaka, Bangladesh   | House-16, ROAD-1, Gulshan-1, Niketon, Dhaka               |
| 07      | Mohammad Mominul Islam    | Director Procurement & Logistic Support  | Admin Building, HSIA, Dhaka, Bangladesh            | House-1/C, Apt-B-1, Road-7, Sec-7, Uttara, Dhaka.         |
| 08      | Md Siddiqur Rahman        | Director Flight Operations<br>Capt-B787  | Operations Building, HSIA, Dhaka, Bangladesh       | Flat-C-3, Road-4, Old-DOHS, Dhaka Cantt. Dhaka.           |
| 09      | A K M Aminul Islam        | Director Corporate Planning & Training<br>Capt- B787                             | Head Office, Balak, Kurmitola, Dhaka, Bangladesh   | House-77, Road-06, Banani DOHA, Dhaka.                    |

**Note: All directors are citizens of Bangladesh and they are not related by blood and marriage.**

Air Transportation Experience of all key Management Personnel.

**Names and designations of all Directors and MD & CEO of Biman Bangladesh Airlines Limited.**

| Sl No., | Name                      | Designation  | Experience in Air Transportation as on 24 July 2023. |
|---------|---------------------------|--|--|
| 01      | Shafiul Azim              | Managing Director & CEO<br>(Additional Secretary- Govt of Bangladesh)              | 07 Months 11 Days                                    |
| 02      | Siddiqur Rahman           | Director Admin & HR (Joint Secretary- Govt. of Bangladesh)                         | 01 Year 09 Months 24 Days                            |
| 03      | Md. Kamrul Hassan Khan    | Director Marketing & Sales(Joint Secretary- Govt. of Bangladesh)                   | 10 Months 21 Days                                    |
| 04      | Md Matiul Islam Chowdhury | Director Customer Service (Joint Secretary- Govt. of Bangladesh)                   | 01 Months 24 Days                                    |
| 05      | Md. Moazzem Hossain       | Director Engineering & Material Management- Air Commodore of Bangladesh Air Force. | 11 Months 02 Days                                    |
| 06      | Md. Naoshad Hossain       | Chief Financial Officer  | 01 Year 10 Months 09 Days                            |
| 07      | Mohammad Mominul Islam    | Director Procurement & Logistic Support  | 36 Year 08 Months 20 Days                            |
| 08      | Md Siddiqur Rahman,       | Director Flight Operations   | 31 Years 00 Months 24 Days                           |
| 09      | A K M Aminul Islam        | Corporate Planning & Training  | 31 Year 04 Months 27 Days                            |

**Names and Addresses of all Chief Pilots of Biman Bangladesh Airlines**

| S/L No | Name & Designation  | Office Address  | Residence Address  |
|--------|---|---|--|
| 01     | Capt. Tanvir Khurshid<br>Chief of Technical                   | Biman Admin. Building<br>HSIA, Dhaka-1229,<br>Bangladesh    | Residence: House 33, Road 12,<br>Baridhara, Gulshan,<br>Dhaka, Bangladesh<br>Email: <a href="mailto:cptbiman@bdbiman.com">cptbiman@bdbiman.com</a> |
| 02     | Capt. Enamul Haque Talukder<br>Chief of Flight Safety         | Biman Admin. Building<br>HSIA, Dhaka-1229,<br>Bangladesh    | House 5, Road 14, Adel Pavilion,<br>Dhanmondi, Dhaka, Bangladesh<br>Email: <a href="mailto:fsbiman@bdbiman.com">fsbiman@bdbiman.com</a>            |
| 03     | Capt. Md. Ishtiaque Hossain<br>Chief of Planning & Scheduling | Biman Operation Building<br>HSIA, Dhaka-1229,<br>Bangladesh | House 12, Road 33, Gulshan,<br>Dhaka, Bangladesh<br>Email: <a href="mailto:cps@bdbiman.com">cps@bdbiman.com</a>                                    |
| 04     | Capt. Tasmin Doza<br>Chief of Training                        | Biman Operation Building<br>HSIA, Dhaka-1229,<br>Bangladesh | House 31, Road 39, Gulshan,<br>Dhaka, Bangladesh<br>Email: <a href="mailto:cptrng@bdbiman.com">cptrng@bdbiman.com</a>                              |

**Note:** They are not related by blood or marriage.

**Names, addresses (both residence and business) and citizenship of all Chief Pilots**

| <b>S/L No</b> | <b>Name &amp; Designation</b>                                 | <b>Office Address</b>                                       | <b>Residence Address</b>   | <b>Citizenship</b> |
|---------------|---|---|--|--------------------|
| 01            | Capt. Tanvir Khurshid<br>Chief of Technical                   | Biman Admin. Building<br>HSIA, Dhaka-1229,<br>Bangladesh    | Residence: House 33, Road 12,<br>Baridhara, Gulshan,<br>Dhaka, Bangladesh<br>Email: <a href="mailto:cptbiman@bdbiman.com">cptbiman@bdbiman.com</a> | Bangladesh         |
| 02            | Capt. Enamul Haque Talukder<br>Chief of Flight Safety         | Biman Admin. Building<br>HSIA, Dhaka-1229,<br>Bangladesh    | House 5, Road 14, Adel Pavilion,<br>Dhanmondi, Dhaka, Bangladesh<br>Email: <a href="mailto:fsbiman@bdbiman.com">fsbiman@bdbiman.com</a>            | Bangladesh         |
| 03            | Capt. Md. Ishtiaque Hossain<br>Chief of Planning & Scheduling | Biman Operation Building<br>HSIA, Dhaka-1229,<br>Bangladesh | House 12, Road 33, Gulshan,<br>Dhaka, Bangladesh<br>Email: <a href="mailto:cps@bdbiman.com">cps@bdbiman.com</a>                                    | Bangladesh         |
| 04            | Capt. Tasmin Doza<br>Chief of Training                        | Biman Operation Building<br>HSIA, Dhaka-1229,<br>Bangladesh | House 31, Road 39, Gulshan,<br>Dhaka, Bangladesh<br>Email: <a href="mailto:cptrng@bdbiman.com">cptrng@bdbiman.com</a>                              | Bangladesh         |

**Names and addresses of Chief Inspectors of Biman Bangladesh Airlines Limited**

| <b>S/L</b> | <b>Name</b>   | <b>Designation</b>                             | <b>Official address</b>   | <b>Residence Address</b>   | <b>Citizenship</b> |
|------------|---------------|--|---|--|--------------------|
| 1.         | Niranjan Roy  | General Manager-<br>Corporate Safety & Quality | Admin Building, HSIA,<br>Dhaka-1229, Bangladesh                                       | House -07, Road-29,<br>Pallabi, Mirpur-12,<br>Dhaka, Bangladesh        | Bangladesh         |
| 2.         | Md. Ali Naser | Chief Engineer<br>(Quality Assurance)          | Engineering hangar,<br>Biman Bangladesh Airlines Ltd. H.S.I.A.,<br>Dhaka, Bangladesh. | House#05, Road#08,<br>Sector#01, Uttara,<br>Dhaka-1230,<br>Bangladesh. | Bangladesh         |

**Names and addresses of all Chief Engineers and Director Engineering & Material Management:**

| <b>S/L</b> | <b>Name</b>                | <b>Designation</b>                         | <b>Official address</b>   | <b>Residence Address</b>  | <b>Citizenship</b> |
|------------|----------------------------|--|---|---|--------------------|
| 1.         | Md. Moazzem Hossain        | Director Engineering & Material Management | Engineering hangar, Biman Bangladesh Airlines Ltd. H.S.I.A., Dhaka, Bangladesh. | 801/Novoneel, BAF Officers Qarter's, Tejgaon, Dhaka, Bangladesh | Bangladesh         |
| 2.         | A. R. M. Kaiser Zaman      | Chief Engineer (Production)                | Engineering hangar, Biman Bangladesh Airlines Ltd. H.S.I.A., Dhaka, Bangladesh. | House#12, Road#16, Sector#14, Uttara, Dhaka – 1230, Bangladesh  | Bangladesh         |
| 3.         | Md. Ali Naser              | Chief Engineer (Quality Assurance)         | Engineering hangar, Biman Bangladesh Airlines Ltd. H.S.I.A., Dhaka, Bangladesh. | House#05, Road#08, Sector#01, Uttara, Dhaka-1230, Bangladesh.   | Bangladesh         |
| 4.         | A. B. M. Mustagisur Rahman | Chief Engineer (Engineering Services)      | Engineering hangar, Biman Bangladesh Airlines Ltd. H.S.I.A., Dhaka, Bangladesh. | 439,Shaheenbag, Tejgaon, Dhaka-1215, Bangladesh                 | Bangladesh         |

**Note: All chief pilots and chief engineers are citizens of Bangladesh and they are not related by blood and marriage.**



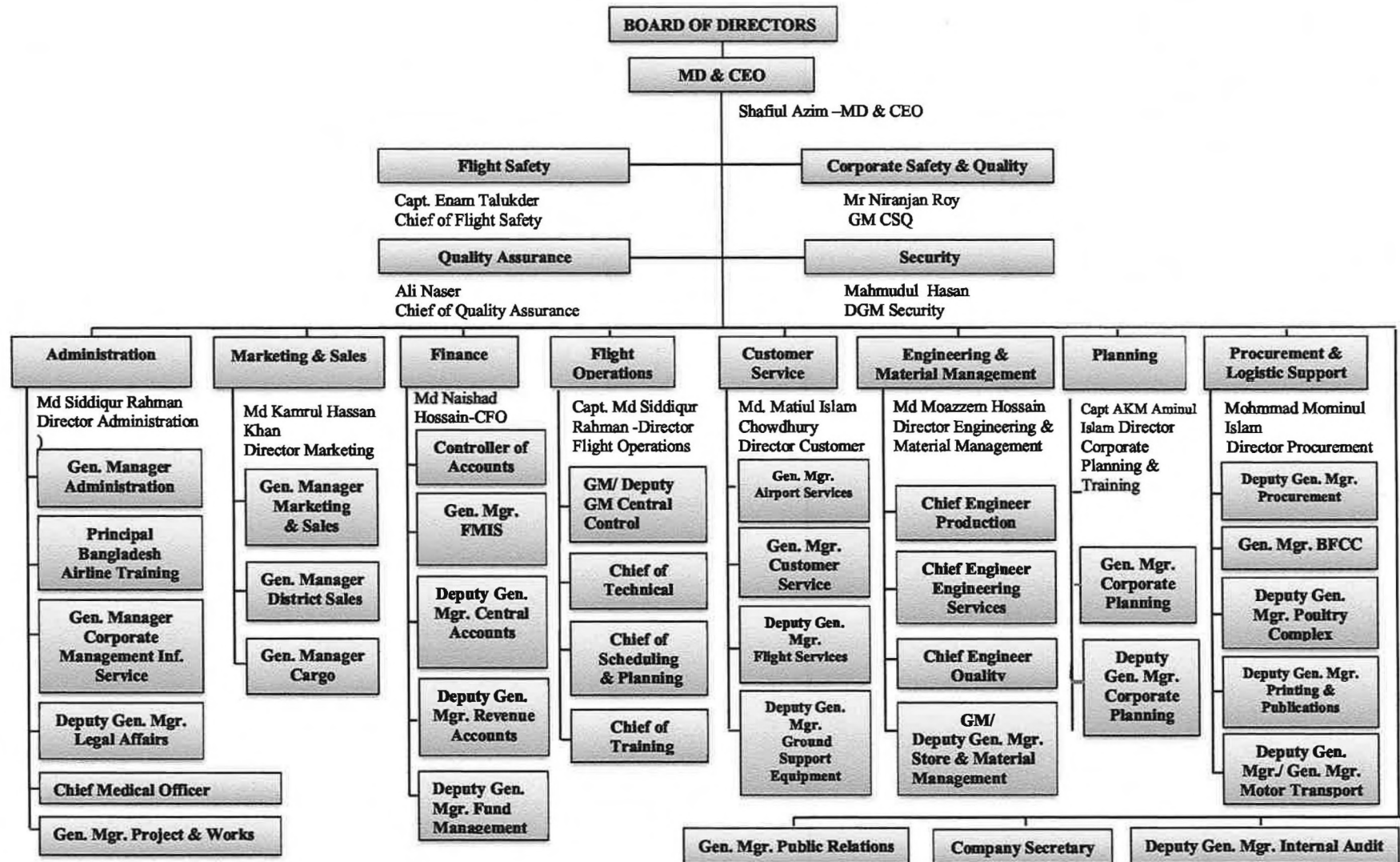
**List of Key Officials of**  
***Biman Bangladesh Airlines Ltd.***

| <b>Sl. No.</b> | <b>Name</b>               | <b>Designation</b>                                | <b>Contact information</b>   |
|----------------|---------------------------|---|--|
| 01             | Shafiul Azim              | Managing Director & CEO                           | Tel Off:+88-02-41090867<br>E-mail: <a href="mailto:mdbiman@bdbiman.com">mdbiman@bdbiman.com</a>      |
| 02             | Md Siddiqur Rahman        | Director Administration                           | Tel Off:+88-02-41090868<br>E-mail: <a href="mailto:dabiman@bdbiman.com">dabiman@bdbiman.com</a>      |
| 03             | Md Matiul Islam Chowdhury | Director Customer Services                        | Tel Off:+88-02-41090638<br>E-mail: <a href="mailto:dcsbiman@bdbiman.com">dcsbiman@bdbiman.com</a>    |
| 04             | Md Kamrul Hassan Khan     | Director Marketing & Sales                        | Tel Off:+88-02-41090856<br>E-mail: <a href="mailto:dmsbiman@bdbiman.com">dmsbiman@bdbiman.com</a>    |
| 05             | Capt. Siddiqur Rahman     | Director Flight Operations                        | Tel Off:+88-02-8901555<br>E-mail: <a href="mailto:dfobiman@bdbiman.com">dfobiman@bdbiman.com</a>     |
| 06             | Md Naoshad Hossain        | CFO   | Tel Off:+88-02 41090852<br>E-mail: <a href="mailto:dfbiman@bdbiman.com">dfbiman@bdbiman.com</a>      |
| 07             | Capt AKM Aminul Islam     | Director Corporate Planning & Training            | Tel Off:+88-02-41090863<br>E-mail: <a href="mailto:dpbiman@bdbiman.com">dpbiman@bdbiman.com</a>      |
| 08             | Md Mominul Islam          | Director Procurement & Logistic Support.          | Tel Off:+88-02-8901525<br>E-mail: <a href="mailto:dspbiman@bdbiman.com">dspbiman@bdbiman.com</a>     |
| 09             | Md Moazzem Hossain        | Director Engineering & Material Management        | Tel Off:+88-02-8901313<br>E-mail: <a href="mailto:debiman@bdbiman.com">debiman@bdbiman.com</a>       |
| 10             | Capt. Enam Talukder       | Chief of Flight Safety                            | Tel Off:+88-02-8901298<br>E-mail: <a href="mailto:fsbiman@bdbiman.com">fsbiman@bdbiman.com</a>       |
| 11             | Capt. Tasmin Doza         | Chief of Training, Flight Operations              | Off:+88-02-8901322<br>E-mail: <a href="mailto:cptrng@bdbiman.com">cptrng@bdbiman.com</a>             |
| 12             | Capt. Tanvir Khurshid     | Chief of Technical, Flight Operations             | Tel Off:+88-02-8901324<br>E-mail: <a href="mailto:cptbiman@bdbiman.com">cptbiman@bdbiman.com</a>     |
| 13             | Capt. Ishtiaque Hossain   | Chief of Planning & Scheduling, Flight Operations | Tel Off:+88-02-8901276<br>E-mail: <a href="mailto:cps@bdbiman.com">cps@bdbiman.com</a>               |
| 14             | ABM Nozmul h Huda         | Principal Bangladesh Airlines Training Centre     | Tel Off:+88-02-8901308<br>E-mail: <a href="mailto:pbatc@bdbiman.com">pbatc@bdbiman.com</a>           |
| 15             | Kaiserzaman               | Chief Engineer-Production                         | Tel Off:+88-02-8901333<br>E-mail: <a href="mailto:chiefengr@bdbiman.com">chiefengr@bdbiman.com</a>   |
| 16             | Mahmudul Hasan            | DGM -Security                                     | Tel Off:+88-02-8901527<br>E-mail: <a href="mailto:gmsecurity@bdbiman.com">gmsecurity@bdbiman.com</a> |
| 17             | Mr Rashed                 | General Manager Cargo                             | Tel Off:+88-02-8901787<br>E-mail: <a href="mailto:gmcargo@bdbiman.com">gmcargo@bdbiman.com</a>       |
| 18             | Mohammed Salahuddin       | General Manager Marketing                         | Tel Off:+88-02-8901388<br>E-mail: <a href="mailto:gmcargo@bdbiman.com">gmcargo@bdbiman.com</a>       |
| 19             | ASM Monjur Emam           | General Manager Administration                    | Tel Off:+88-02-8901335<br>E-mail: <a href="mailto:gmms@bdbiman.com">gmms@bdbiman.com</a>             |
| 20             | Md Azizul Islam           | General Manager Airport Services                  | Tel Off:+88-02-8901550<br>E-mail: <a href="mailto:gmaps@bdbiman.com">gmaps@bdbiman.com</a>           |
| 21             | Md. Monirul Islam         | General Manager Customer Services                 | Tel Off:+88-02-8901770<br>E-mail: <a href="mailto:gmcs@bdbiman.com">gmcs@bdbiman.com</a>             |
| 22             | Md Masudur Rahman         | General Manager Corporate Planning                | Tel Off:+88-01 777715555<br>E-mail: <a href="mailto:gmp@bdbiman.com">gmp@bdbiman.com</a>             |



|    |                        |  |  |
|----|------------------------|--|--|
| 23 | Md.Anwarul Haque       | General Manager Corporate Management Information System      | Tel Off:+88-02-8901310<br>E-mail: <a href="mailto:gmcmis@bdbiman.com">gmcmis@bdbiman.com</a>             |
| 24 | Md Azizul Islam        | General Manager Ground Service Equipment                     | Tel Off:+88-02-8901293<br>E-mail: <a href="mailto:gmgse@bdbiman.com">gmgse@bdbiman.com</a>               |
| 25 | Mrs Tahera Khandoker   | General Manager Public Relations                             | Tel Off:+88-02-8901672<br>E-mail: <a href="mailto:gmprr@bdbiman.com">gmprr@bdbiman.com</a>               |
| 26 | Mr Alija               | General Manager Biman Flight Catering Centre                 | Tel Off:+88-02-8901727<br>E-mail: <a href="mailto:gm@bfcc-bd.com">gm@bfcc-bd.com</a>                     |
| 27 | Mr Mizanur Rashid      | General Manager FMIS   | Tel Off:+88-02-8901314<br>E-mail: <a href="mailto:gmcost@bdbiman.com">gmcost@bdbiman.com</a>             |
| 28 | A.S.M. Monjur Emam     | Controller of Accounts                                       | Tel Off:+88-02-8901590<br>E-mail: <a href="mailto:controller@bdbiman.com">controller@bdbiman.com</a>     |
| 29 | Mr Niranjan Roy        | General Manager- CSQ   | Tel Off:+88-02-8901784<br>E-mail: <a href="mailto:mabdul.wadud@bdbiman.com">mabdul.wadud@bdbiman.com</a> |
| 30 | Md. Ashraful Haque     | General Manager Central Control, Flight Operations           | Tel Off:+88-01 777715544<br>E-mail: <a href="mailto:gmcc@bdbiman.com">gmcc@bdbiman.com</a>               |
| 31 | Mr Ali Naser           | Chief Engineer (Inspection & Quality Assurance), Engineering | Tel Off:+88-02-8901194<br>E-mail: <a href="mailto:dceqa@bdbiman.com">dceqa@bdbiman.com</a>               |
| 32 | Mr Abdur Rahman Faruky | General Manager, Internal Audit                              | Tel Off:+88-02-41090877<br>E-mail: <a href="mailto:iabiman@bdbiman.com">iabiman@bdbiman.com</a>          |

**BIMAN BANGLADESH AIRLINES LTD.**  
**CORPORATE ORGANIZATION CHART**



## **EXHIBIT B**

## EXHIBIT B

### OWNERSHIP OF BIMAN

Biman Bangladesh Airlines Limited is a Public Limited Company (PLC). As per Companies Act - 1994, a public limited company is governed by the Memorandum of Association and Articles of Association. As per the Memorandum of Association of the company, at present the shares are held by the six Ministries of the Government. The majority of the shares are held by the Ministry of Civil Aviation and Tourism (MOCAT). Pursuant to clause 37 of the Articles of Association of the company, the Board of Directors of Biman Bangladesh Airlines Limited operates the company.

A chart showing the holding of the capital stock is included in this Exhibit.



Names, addresses and number of share of the Shareholders of Biman Bangladesh Airlines Limited are as follows :

| Shareholders name  | Address                       | No. of Share |
|--|-------------------------------|--------------|
| Government of the Peoples Republic of Bangladesh<br>(Represented by the Secretary, Ministry of Civil Aviation and Tourism) | Bangladesh Secretariat, Dhaka | 208240958    |
| Cabinet Division, GOB<br>(Represented by the Cabinet Secretary)  | Bangladesh Secretariat, Dhaka | 1            |
| Energy & Mineral Resources Division, Ministry of Power, Energy & Mineral Resources, GOB (Represented by the Secretary)     | Bangladesh Secretariat, Dhaka | 1            |
| Finance Division, Ministry of Finance, GOB<br>(Represented by the Secretary)   | Bangladesh Secretariat, Dhaka | 1            |
| Ministry of Foreign Affairs, GOB<br>(Represented by the Secretary)   | Bangladesh Secretariat, Dhaka | 1            |
| Ministry of Civil Aviation and Tourism, GOB<br>(Represented by the Additional Secretary (Biman & CA))                      | Bangladesh Secretariat, Dhaka | 1            |
| Ministry of Commerce, GOB (Represented by the Secretary)   | Bangladesh Secretariat, Dhaka | 1            |
|  | Total Shares =                | 208240964    |

10.07.23

**Shafiqul Azim**  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd

22/11-2887



# Certificate for Commencement of Business

[ Pursuant to section 150 of the Companies Act, 1994 ]

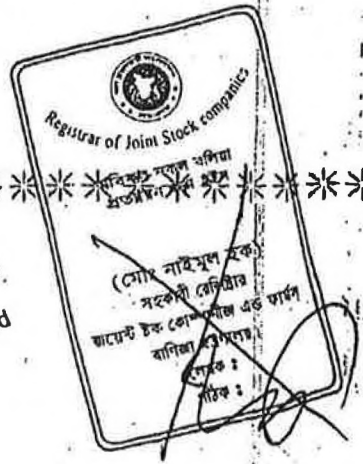
I hereby certify that the Biman Bangladesh Airlines Limited

which was incorporated under the Companies Act, 1994 on the Twenty Third day of July 2007 and which has this day filed a duly verified declaration in the prescribed form that the conditions of section 150 (a) to (d) of the said Act, have been complied with, is entitled to commence business.

Given under my hand at Dhaka this Twenty Third day of July 2007 two thousand and Seven.



[Signature]  
Deputy Registrar of Joint Stock Companies & Firms,  
Bangladesh.



J.S.C.-35  
B.G.P.-2003/04-18004F. Com-C-5/2003.  
10.07.22  
**Shafiqul Azim**  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



358/07

# Certificate of Incorporation

No. E67807(358)/07

I hereby certify that Biman Bangladesh  
Airlines Limited

is this day incorporated under the Companies Act (Act XVIII) of  
1994 and that the Company is Limited.

Given under my hand at Dhaka  
this Twenty Third day of July  
Two thousand Seven.



47  
Secretary Registrar of Joint Stock Companies & Firms  
Bangladesh.



J.S.C. -34  
B.G.P.-200/M04-18007F. Com-C-30,000 copies, (C7) 2001.

10 07 23

Shafiul Azim  
Managing Director & CEO  
Biman Bangladesh Airlines



THE COMPANIES ACT, 1994

(ACT XVIII OF 1994)

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

BIMAN BANGLADESH AIRLINES LIMITED



10.07.23

Shafiu Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



THE COMPANIES ACT, 1994  
(ACT NO, XVIII OF 1994)

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

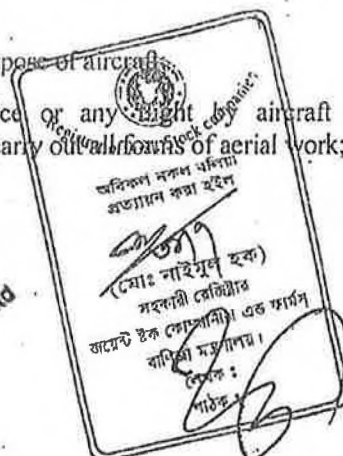
OF

BIMAN BANGLADESH AIRLINES LIMITED

- I. The name of the Company is "Biman Bangladesh Airlines Limited".
- II. The registered office of the Company shall be situated in Bangladesh.
- III. The objects for which the Company is established are as follows :-
  1. To takeover and acquire all assets, rights, powers, authorities and privileges, and all property, movable and immovable, including lands, buildings, works, vehicles, workshops, aircraft, cash balance, reserve funds, bank deposits, investments, logos, brand-names, and all other rights and interests in or arising out of such property, of the Bangladesh Biman Corporation, established through Bangladesh Biman Corporation Ordinance 1977 (Ordinance No. XIX of 1977), including all its intangible rights and assets and all debts and liabilities incurred, all obligations undertaken, all contracts entered into and all agreements made by or with Bangladesh Biman Corporation, as a going concern, at the fair values of the Bangladesh Biman Corporation determined as of the close of business of the date preceding the registration of the Company and allot fully paid up shares to the Government of Bangladesh and/or its nominees to the full quantum of the valuation of the Bangladesh Biman Corporation so determined, divisible into full shares.
  2. To provide and develop safe, efficient, adequate, economical and properly coordinated air transport services, internal as well as international.
  3. Without prejudice to the generality of the foregoing provision, the Company shall, in particular have power-
    - (a) to purchase, lease, charter, hold or dispose of aircraft
    - (b) to operate any air transport service or any flight by aircraft for commercial or other purpose, and to carry out all forms of aerial work;

10.07.22

Shafiu Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



4. In order to carry out and fulfill the above objects the Company shall be authorized:

- 

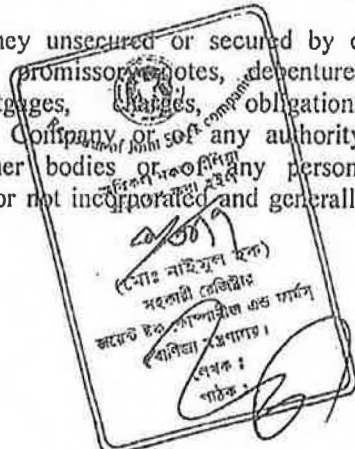
10.07.23

**Shafiu Azim**  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd

debentures and other negotiables for transferable instruments concerning business of the Company but not to act as a banking company.

- f) To enter into partnership or joint venture or any form of management contract or any arrangement in the nature of a partnership, co-operation or union of interests or management contract, with any person or persons, company or corporation engaged or interested or about to become engaged or interested in the carrying on or conduct of business or enterprise which this Company is authorized to carry on or conduct and from which the Company would or might derive any benefit.
- g) To sell or dispose of the undertakings of the Company or any part thereof in such manner and for such considerations as the Company may think fit and in particular for shares whether promoted by this Company for the purpose or not and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- h) To pay all the preliminary expenses of any kind and incidental to the formation and incorporation of the Company out of the funds of the Company.
- i) To advance money, either with or without security, and generally to such persons having dealings with the Company upon such terms and conditions as the Company may think fit and proper.
- j) To undertake commercial obligations and operations of all kinds.
- k) To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
- l) To give guarantee and or stand as surety for any associate and or affiliate concern and or any other Company or person and to mortgage and or hypothecate its property as security thereof.
- m) To receive and accept gifts, grants, aids, donation of any nature and kind whatsoever and to arrange, establish, and maintain funds, properties and assets by subscription and contribution and by receiving and accepting gifts, grants, aids, donations and other means, provided, however, in case of foreign gifts, donations, etc., the provisions of the Foreign Donations (Voluntary Activities) Regulations Ordinance, 1978 (Ordinance No. XLVI of 1978) will be followed.
- n) To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, debentures, debenture-stock, contract, mortgages, charges, obligations, instruments, and securities of any Company or of any authority, supreme, municipal, local or other bodies or of any persons whomsoever, whether incorporated or not incorporated and generally

10.07.23  
Shafiu Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



to guarantee or become sureties for the performance of any contracts or obligations.

- o) To give any guarantee in relation to the payment of any loan, debenture-stock, bonds, obligations, securities and to guarantee the payment of interest thereon or of dividends on any such stock or shares of the Company.
- p) To amalgamate with any company or companies with object clauses similar altogether or in part, or accept stock, shares, debentures, securities of any other companies in payment or part payment of any services rendered or for any sale made to or debt owing from any such company or persons or firms.
- q) To enter into partnership or into any arrangement for sharing profits or into any union of interests, joint-venture, reciprocal concession or co-operation with any person or persons or Company or companies carrying on, or engaged in, or about to carry on or engage in or being authorized to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- r) To enter into any arrangement with any government or authority, sovereign, supreme, municipal, local or otherwise that may seem conducive to the Company's objects and to obtain from any such Government or authority, all rights, licenses, concessions and privileges which the Company may think fit and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- s) And generally to do all such other things as are incidental or conducive to the attainment of the objects of the Company.

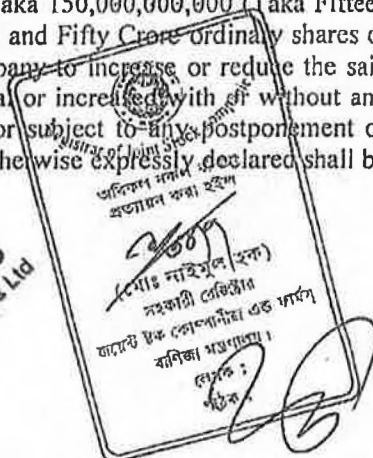
It is declared that notwithstanding anything contained in the foregoing object clauses of the Memorandum of Association nothing contained therein shall be construed as empowering the Company to undertake or indulge in the business of a banking Company, investment, leasing or insurance business directly or indirectly as restricted under the law or any other unlawful business operations.


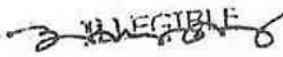

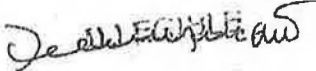



IV. The liability of members is limited.

V. The authorized share capital of the Company is Taka 150,000,000,000 (Taka Fifteen Thousand Crores only) divided into One Hundred and Fifty Crore ordinary shares of Taka One Hundred each with power to the Company to increase or reduce the said capital and to issue any parts of its capital original or increased with or without any preference, priority or special rights, privileges or subject to any postponement of rights or to any conditions or restrictions unless otherwise expressly declared shall be subject to the power herein contained.

10.07.23

Shafiu Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



| Names, Addresses, Descriptions<br>Nationality of the<br>Subscribers  | Number of<br>Shares<br>taken by<br>each<br>Subscriber | Signature of Subscribers  | Name,<br>Addresses and<br>Description of<br>Witnesses |
|--|---|---|---|
| Mr. Ali Imam Majumder,<br>Cabinet Secretary,<br>Government of<br>Bangladesh  | 1   | <br>ILLEGIBLE    |   |
| Mr. Shaikh Altaf<br>Ali, Secretary, Ministry of<br>Civil Aviation and<br>Tourism, Government of<br>Bangladesh      | 1   | <br>ILLEGIBLE   |   |
| Mr A.M.M. Nasiruddin,<br>Secretary, Ministry of<br>Energy and Mineral<br>Resources, Government<br>of Bangladesh    | 1   | <br>ILLEGIBLE    |   |
| Mr. Feroz Ahmed,<br>Secretary, Ministry of<br>Commerce, Government<br>of Bangladesh                                | 1   | <br>ILLEGIBLE |   |
| Dr. Mohammad Tareque,<br>Secretary, Ministry of<br>Finance, Government of<br>Bangladesh                            | 1   | <br>ILLEGIBLE  |   |
| Mr. Md. Touhid Hussain,<br>Secretary, Ministry of<br>Foreign Affairs,<br>Government of<br>Bangladesh               | 1   | <br>ILLEGIBLE |   |
| Mr. Md. Fakrul Islam<br>Joint Secretary (B/CA),<br>Ministry of Civil<br>Aviation & Tourism,<br>Govt. of Bangladesh | 1   | <br>ILLEGIBLE  |   |

S.F. Ahmed & Co., Chartered Accountants  
 House No. 25 D, Road No. 13A  
 Banani, Dhaka  
 S.F. Ahmed & Co.  
 Chartered Accountants

Syed Feroz Ahmed  
 Syed Feroz Ahmed & Associates  
 Law Consultants & Practitioners  
 House No. 62, Road No. 11A  
 Rajshahi, Dhaka  
 M.A. U. (Cantab)  
 Barrister at Law

Registrar of Joint Stock Companies  
 Dhaka

24 10.07.20

**Shafiu Azim**  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd





THE COMPANIES ACT, 1994  
(ACT XVIII OF 1994)

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BIMAN BANGLADESH AIRLINES LIMITED

PRELIMINARY

1. The Regulations contained in Schedule-1 of the Companies Act, 1994 shall not apply to the Company except so far as the same are not contained herein or not excluded or negated by these Articles of Association.

INTERPRETATION

2. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which the Articles or any other Articles may from time to time have been framed by the Company.

In these presents, unless there be something repugnant in the subject or context inconsistent therewith:

"Act" means the Companies Act, 1994 (Act No. XVIII of 1994) "কোম্পানী আইন ১৯৯৪ (১৯৯৪ সনের ১৮নং আইন)"

"Company" means Biman Bangladesh Airlines Limited.

"Directors" means the Board of Directors or the Directors for the time being of the Company.

"Board of Directors" or "the Board" means the Board of Directors for the time being of the Company.

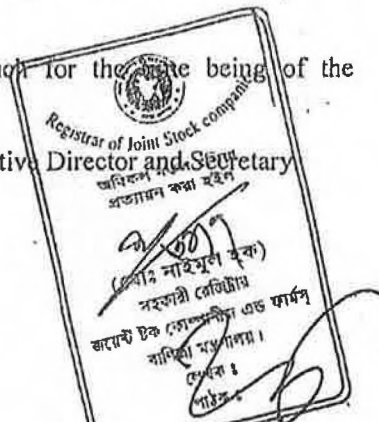
"Managing Director" means the Managing Director appointed as such for the time being of the Company.

"Chairman" means the Chairman appointed as such for the time being of the Company.

"Officer" includes Manager, General Manager, Executive Director and Secretary

10.07.23

Shafiqul Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



"Operator" shall mean an organization experienced and involved in the airline business.

"Office" means the Registered Office for the time being of the Company.

"Register" means the Register of Members to be kept pursuant to section 34 of the Act.

"Registrar" means the Registrar of Joint Stock Companies, Bangladesh.

"Dividend" includes bonus shares.

"Month" means calendar month.

"Seal" means the Common Seal of the Company.

"Proxy" includes Attorney duly constituted under a Power of Attorney.

"In Writing" and "Written" include printing, lithography and other modes of representing or reproducing words in visible form.

Words importing the singular number only include the plural and vice-versa.

Words importing the masculine gender shall include the feminine gender and vice-versa.

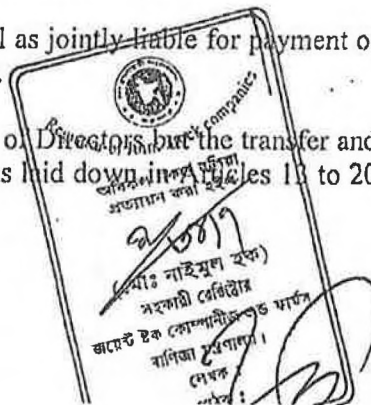
Words importing persons shall include corporations, companies etc.

#### PUBLIC COMPANY

3. The Company is a Public Limited Company within the meaning of the Act.
4. The authorized share capital of the Company is Taka Fifteen Thousand Crores only divided into One Hundred and Fifty Crore ordinary shares of Taka One Hundred each, with power to the Company to increase or reduce the said capital and to issue any parts of its capital, original or increased, with or without any preference, priority or special rights, privileges or subject to any postponement of rights or to any conditions or restrictions unless otherwise expressly declared, shall be subject to the power herein contained.
4. (a) The minimum subscription of the Company shall be Tk. 700/- only.
5. The joint holders of a share shall be severally as well as jointly liable for payment of all instruments and calls due in respect of such shares.
6. The shares shall all be under the control of the Board of Directors but the transfer and transmission thereof shall be guided by the provisions laid down in Articles 13 to 20 therein.

10.07.23

Shafiul Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



No person shall be recognized by the Company as holding any shares upon any trust, and the Company shall not be bound by or recognize any equitable, contingent, future or partial interest in any shares.

### CERTIFICATES

The certificates of title to shares and duplicates thereof when necessary shall be issued under the seal of the Company and signed by at least one Director and an officer of the Company.

If any share certificate shall be defaced, worn out, destroyed or lost it may be reissued on such evidence being produced and on such indemnity (if any) being given as the Directors require and (in case of defacement or wearing out) on delivering of the old certificate and on payment of such sum as the Board of Directors may from time to time require.

### LIEN

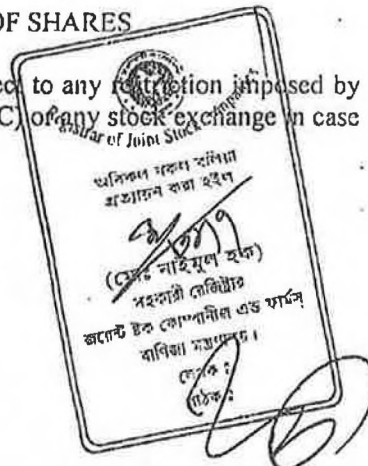
10. The Company shall have a first and paramount lien on every share not being fully paid-up and registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof, for his debts, liabilities and engagements, solely or jointly with any other person, to or with the Company whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not. Such lien shall extend to all dividends declared in respect of such shares.
11. The Company may sell, in such manner as the Board of Directors think fit, any share on which the Company has a lien, but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, or the person entitled by reason of his death or insolvency to the shares and default shall have been made by him in the payment, or discharge of such debts, liabilities or engagements for fourteen days after such notice.
12. The net proceeds of such sale shall be applied in or towards the satisfaction of the debts, liabilities or engagements of such member, and the residue, if any, paid to the person entitled to the shares at the date of the sale. For giving effect to any such sale the Board of Directors may authorize some person to execute in the name and on behalf of the holder of, or person entitled to the shares sold a transfer of such shares to the purchaser, and may issue new certificates of such shares to be delivered to the Company with the transfer thereof. The purchaser shall be registered as the holder of the shares, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

### TRANSFER AND TRANSMISSION OF SHARES

13. Shares may be transferred freely by a member subject to any restriction imposed by law or the Securities and Exchange Commission (SEC) or any stock exchange in case the Company is listed in that exchange.

10.07.20

Shafiu Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd





14. No transfer of shares shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate or if no such certificate is in existence, the Letter of Allotment of the shares. The transferor shall be deemed to remain the holder of such until the name of the transferee is entered in the register in respect thereof. However, if the Company is listed in any Stock Exchange then the regulations regarding transfer of shares imposed by the SEC or the Stock Exchange shall apply.
15. Application for the registration of the transfer of a share may be made either by the transferor or the transferee provided that, where such application is made by the transferor, no registration shall in the case of partly paid shares be effected unless the Company gives notice of the application to the transferee in the manner prescribed by section 38(2) of the Act, and subject to the provisions of these Articles, the Company shall, unless objection is made by the transferee within two weeks from the date of receipt of the notice, entered in the register, the name of the transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee.
16. The instrument of transfer of any share shall be in writing in the usual common form, or in the following form, or as near there to as circumstances will admit.

Biman Bangladesh Airlines Limited

### SHARE TRANSFER FORM

I, ..... son/daughter/wife of ..... and of ..... being a ..... National, ..... of (address and occupation) ..... (hereinafter called the "Transferor") in consideration of the sum of Tk. .... (Taka .....) paid to me by ..... son/daughter/wife of ..... of ..... a National of ..... (hereinafter called "The Transferee") do hereby transfer to the Transferee ..... share(s) numbered ..... in the undertaking called Biman Bangladesh Airlines Limited, to hold the same unto the said Transferee, his (or her) executors, administrators and assigns subject to the several conditions on which I held the same immediately before the execution hereof, and I, the Transferee, do hereby agree to take the said share(s) subject to the conditions aforesaid.

AS WITNESS our hands this ..... day of .....

Witnesses:

10.07.23

**Shafiul Azim**  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



17. No transfer shall be made to an infant or person of unsound mind.
18. If registration of transfer of a share is refused, the Board of Directors shall, within one month from the date on which the instruments of transfer was lodged, send to the transferee and the transferor notice of such refusal.
19. No fee shall be charged for transfer of shares.
20. The shares of each shareholder shall transmit on his death to his or her heirs or other legal representative(s) and where there is no will or no letters of administration have been taken out, such person shall, upon proof of his or her title which may be considered satisfactory by the Directors be recognized by the Company as being entitled to the shares of the deceased shareholder but where there is will, probate or letters of administration with copy of the will annexed shall be taken out before such title can be recognized, save that in the case of persons holding shares *ex officio*, such shares shall transmit to the successor in office of the person holding the shares upon his relinquishment of the office by virtue of which he holds the shares.

#### BORROWING POWER

21. The Board of Directors may from time to time at their absolute discretion raise or borrow any sum or sums of money for the purpose of the Company from any person, banks, firms, companies and particularly from any Director and may secure the payment of such money in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures of the Company and promissory notes or bills of exchange or giving or issuing any other security of the Company including its uncalled capital for the time being and the Directors or any of them guarantee the whole or any part of the loan or debts raised by or on behalf of the Company or any interest payable thereon with power to the Board of Directors to indemnify the guarantees or against any liability under their guarantee by means of mortgage or hypothecation of or charge upon any property and assets of the Company movable, immovable or otherwise.

#### GENERAL MEETING

22. The first Annual General Meeting of the Company shall be held within eighteen months from the date of incorporation and thereafter once in every calendar year at such time not being more than fifteen months after the holding of the last preceding General Meeting and at such place as may be determined by the Board of Directors. All other meetings of the Company shall be called Extra-Ordinary General Meetings.
23. Not less than fourteen days' notice to the members specifying the place, day and hour of the meeting, with a statement of the business to be transacted at the meeting shall be given either by advertisement, or by notice sent by post, e-mail or personal service or otherwise, served as hereinafter provided and with the consent in writing of all the members entitled to receive notice of a particular meeting, the meeting may be convened by a shorter notice and in any manner they think fit. Provided always that not less than twenty one days notice be given of a meeting to pass a Special Resolution specifying the intention to propose the Resolution as a Special Resolution but if all the members entitled to attend and vote at any such meeting so agree,

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Shafiqul Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd

অধিকার সনদ প্রদান করা হল  
স্বাক্ষরিত করা হল  
(স্বাক্ষর) শফিকুল আজিম  
সহকারী সিনিয়র  
জরাজীর্ণ টেক কোম্পানীর এড ফর্ম  
স্বাক্ষরিত করা হল  
স্বাক্ষর :  
স্বাক্ষর :

resolution may be proposed and passed as a Special Resolution at meeting of which less than twenty one days notice has been given.

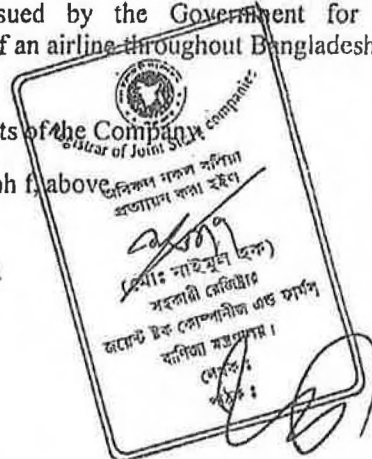
24. The accidental omission to give any such notice to or the non-receipt of notice by any of the members shall not invalidate the proceedings at any such meeting.
25. The Director/Member who is absent from the country shall be deemed to have been properly notified if the notice is sent to his local address.
26. The Board of Directors whenever they think fit or necessary may call a General Meeting whether, annual or extra-ordinary, at such time and place as they think fit. The quorum in any General Meeting shall be four members present in person.
27. The Chairman shall preside over every General Meeting of the Company and if there be no such Chairman or if at any meeting he shall not be present within thirty minutes after the time appointed for holding such meeting the members present shall elect one from amongst them as the Chairman for the said meeting.

#### VOTES OF MEMBERS

28. Subject to any special rights and restrictions as to voting upon which any share may be held, on a show of hands every member present in person or by proxy or by attorney or representative of a Company appointed in accordance with the provisions of section 86 of the Act, shall have one vote and upon a poll every member present in person or by proxy or by attorney or representative under section 86 of the Act, shall have one vote for every share held by him, provided that no Company shall vote by proxy so long as an appropriate resolution of its Directors under the provisions of the Act is not in force. Resolutions shall be passed by a simple majority of votes cast unless some other majority is required by the provisions of the Act:
  - a. Amending the Articles of Association of the Company.
  - b. Increasing or reducing the share capital.
  - c. Changing the rights attached to a class of share of the Company.
  - d. Matters relating to amalgamation, reconstruction, consolidation, divestitures, liquidation or winding-up of the Company, or transformation of the Company into another corporate form.
  - e. Matters relating to acquisition of another corporation or other business entity, or entering into any joint venture, partnership or similar arrangements by the Company.
  - f. Acceptance of, and any amendment or addition to any permission, authorisation, approval or licence issued by the Government for the installation, operation and maintenance of an airline throughout Bangladesh by the Company.
  - g. Selling all or substantially any of the assets of the Company.
  - h. Selling any licence referred to in paragraph f, above.

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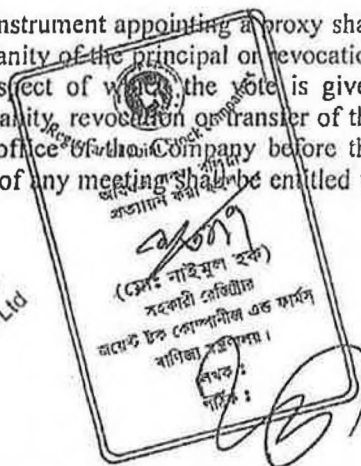
**Shafiul Azim**  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



- i. Borrowing funds in excess of ten percent (10%) of the total capitalisation of the Company.
- j. Filing for bankruptcy or any other similar procedure for bringing the affairs of the Company to an end.
- k. Recapitalising the Company.
29. Where a company registered under the provisions of the Act is a member of the Company, a person duly appointed to represent such company at a meeting of the Company in accordance with the provisions of section 86 of the Act, shall not be deemed to be a proxy and the production at the meeting of a copy of such resolution duly signed by Chairman of such company and certified by him as being a true copy of the resolution shall on production at the meeting be accepted by the Company as sufficient evidence of the validity of his appointment.
30. Subject to any closure of share register prior to a meeting, any person entitled under the Articles to transfer and transmission of any shares, may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares provided that at least forty eight hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of Directors of his right to transfer such shares, or the Board of Directors shall have previously admitted his right to vote at such meeting in respect thereof. If any member be a lunatic, idiot or *non compos mentis* he may vote whether by a show of hands or at a poll through his committee of curators or other legal curator and such last mentioned persons may give their votes by proxy.
31. Votes may be given either personally or by proxy, or in the case of a Company, by a representative duly authorized as aforesaid.
32. The instrument appointing proxy shall be in writing under the hand of the appointer of his Attorney duly authorized in writing or if such appointer is a corporation either under its common seal or under the hand of an officer or attorney so authorized. A proxy who is appointed for a specified meeting only shall be called a Special Proxy. Any other proxy shall be called a General Proxy.
33. The instrument appointing a proxy, and the Power of Attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company not less than forty eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default, the instrument of proxy shall not be treated as valid.
34. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument or transfer of the share in respect of which the vote is given provided no intimation in writing of the death, insanity, revocation or transfer of the share shall have been received at the registered office of the Company before the meeting. Provided nevertheless that the Chairman of any meeting shall be entitled to

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Shafiu Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd





require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.

Every instrument appointing a Special Proxy shall, as nearly as circumstances will admit, be in the form or to the effect following and shall be retained by the Company.

.....of .....being a member of Biman  
Bangladesh Airlines Limited hereby appoint  
.....of ..... or failing him .....  
.....of ..... or failing him  
.....of .....as my proxy/attorney in my  
presence to attend and vote for me, and on my behalf at the (Ordinary or Extra Ordinary as the  
case may be) General Meeting of the Company to be held on the .....day of.....  
.....and at any adjournment thereof. As witness my hand this day of .....signed by  
I said ..... in presence of .....

Provided always that an instrument appointing a proxy may be in the form set out in Regulation 68 of Schedule 1 of the Act.

No member shall be entitled to be present or to vote on any question either personally or by proxy or as proxy for another member at any General Meeting or upon a poll or be reckoned in a quorum whilst any call or other sums shall be due and payable to the Company in respect of any of the shares of such member.

#### BOARD OF DIRECTORS

The Board of Directors of the Company shall be elected by the Ordinary Shareholders of the Company in a General Meeting. Unless otherwise determined by the Company in General Meeting, the number of Directors shall not be less than five and not more than eleven. For as long as it continues to hold at least 51 per cent of the issued shares of the Company, the Government of Bangladesh shall have the right to nominate and have appointed at least sixty percent of the number of Directors on the Board at any time. The members of the Board of Directors shall be elected at a General Meeting of the Company for such period as the Company at that General Meeting may determine. The Board of Directors may nominate and appoint additional two Directors belonging to trade bodies/professional categories as Directors of the Board. A Director who retires on the expiry of his term of office shall be eligible for re-election.

The following persons shall constitute the first Board of Directors of the Company:

1. Mr. Ali Imam Majumder
2. Mr. Shaikh Altaf Ali
3. Mr A.M.M. Nasiruddin
4. Mr. Feroz Ahmed
5. Dr. Mohammad Tareque
6. Mr. Md. Touhid Hussain

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Shafiul Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



2. The qualification of a Director shall be holding of not less than shares of the nominal value of Tk. 100 (Taka One Hundred only) in the Company in his own name. If he is a nominee of any Company, corporation, institution or person, then the nominator must have requisite qualification shares, i.e. minimum share of the nominal value of Tk. 100 (Taka One Hundred) for each of its nominee(s). This requirement shall be waived for Directors nominated and appointed by the Government of Bangladesh.

3. If a Director or his nominator fails to acquire share qualification within sixty days, he shall cease to be a Director forthwith but all acts done by him during the interim period of his office as Director shall be held to have been properly done.

4. The Board of Directors shall have power at any time and from time to time to appoint any one from amongst them or any other qualified person as Executive Director for a period and on such terms and conditions as may be determined by the Board of Directors. The number of such Executive Directors if appointed from outside the Board shall not be counted for the purpose of minimum or maximum number of Directors as provided in these Articles. Such Director shall not be treated as a member of the Board.

5. The Board of Directors shall decide and fix the honorarium to be paid to each Director for attending each meeting of the Board. If any Director is called upon to perform extra service or to make any special exertions for any of the purpose of the Company, the Company may remunerate the Director for doing so either by a fixed sum or otherwise as may be determined by the Board of Directors, and such remuneration should be in addition to the remuneration for attending the meeting.

The Board of Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company either to fill in a casual vacancy or as an additional Director in the Board, subject that the term of such a Director shall determine on the date of the Annual General Meeting next held after his appointment as Director.

A resolution or circular in writing signed by all the Directors shall be as valid and effectual as if it had been passed at the meeting of the Directors duly called and constituted.

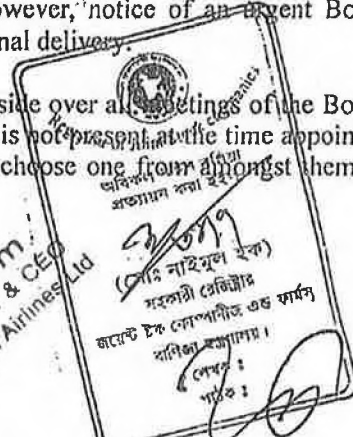
The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit. The quorum of Directors meeting shall consist of at least four Directors present in person.

The Board of Directors may at any time and shall, upon request of a Director, convene a meeting of the Board of Directors. Generally seven days' notice shall be given for meetings of the Board of Directors. However, a meeting may be held on a shorter notice provided all Directors agree. However, notice of an urgent Board meeting may be given by e-mail or phone or personal delivery.

The Chairman of the Board of Directors shall preside over all meetings of the Board of Directors. If at any such meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose one from amongst them to

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Shafiu Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



preside over the meeting. Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes, the Chairman of the meeting shall have a second or casting vote.

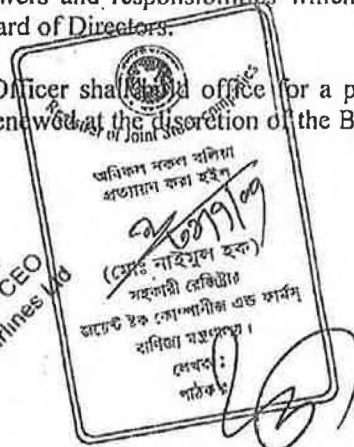
8. Notwithstanding any vacancy in their body the remaining Directors may act, but if and so long as their number is reduced below the number fixed by or in accordance with these Articles as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting of the Company, but for no other purpose.
9. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit and may from time to time revoke such delegation. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Directors.
10. All acts done by any meeting of the Directors or by a Committee of Directors or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that all or any of them were disqualified, be as valid as if every such person has been duly appointed and was qualified to be a Director provided that nothing in this Article shall be deemed to give validity to acts done by a Director after the appointment of such Director, has been shown to be invalid.

#### CHAIRMAN AND MANAGING DIRECTOR

1. The Board of Directors shall appoint from amongst one of them as the Chairman of the Company. The Cabinet Secretary, Government of Bangladesh shall be the first Chairman of the Company.
2. The Board of Directors may appoint from amongst one of them as the Managing Director of the Company who shall also be the Chief Executive Officer of the Company. A person who is not a Director may also be appointed as the Managing Director and Chief Executive Officer if the Board of Directors so decide. In such situation, he shall be *ex-officio* a member in the Board. The appointment of a Managing Director and Chief Executive Officer shall be subject to the provisions of Article 54. The current Managing Director of Bangladesh Biman Corporation shall be appointed as the first Managing Director and Chief Executive Officer of the Company.
3. Subject to overall control and supervision of the Board of Directors, the business and affairs of the Company shall be managed by the Managing Director and Chief Executive Officer who shall exercise such powers and responsibilities which may from time to time be delegated to him by the Board of Directors.
4. The Managing Director and Chief Executive Officer shall hold office for a period decided by the Board of Directors and may be renewed at the discretion of the Board; subject to section 110 of the Act.

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Shafiul Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



## APPOINTMENT OF OPERATOR

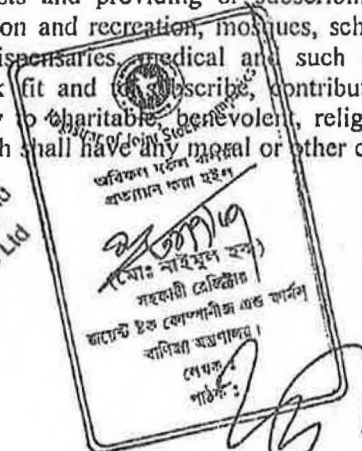
55. The Board of Directors may appoint an Operator involved in the airline business, to operate the business of the Company efficiently.
56. The Board of Directors may negotiate and enter into an Operators Agreement with any Operator on the basis of revenue and profit sharing.
57. The Board of Directors may delegate powers and responsibilities, as the Board of Directors may decide as appropriate, to the Operator from time to time, which the Operator may exercise accordingly.

## POWERS AND DUTIES OF DIRECTORS

58. The control of the Company shall be vested in the Board of Directors and the business of the Company shall be managed by the Board of Directors who in addition to the powers and authorities by these presents or otherwise expressly conferred upon them may exercise all such powers and do all such acts and things as may be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of any statute and of these presents and to any regulations not being inconsistent with these presents from time to time made by the Company in General Meeting provided that no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.
59. Without prejudice to the general powers conferred by the last preceding Article and the other powers conferred by these presents, it is hereby expressly declared that the Board of Directors shall have the following powers, that is to say:
  - a) To pay the cost, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
  - b) To manage all concerns and affairs of the Company, to appoint, recruit and employ officers, organizers, workmen, day labourers for the purpose of the Company and to remove or dismiss them and appoint others in their place and to pay such persons as aforesaid such salaries, wages or other remuneration as may be deemed fit and proper.
  - c) To provide for the welfare of employees and ex-employees of the Company and the wives, widows and families or the dependents of such person by building or contributing to the building of houses, dwellings or chawlas or by grants of money, pensions, allowances, bonus or other payments or by creating and from time to time subscribing or contributing to provident fund and other associations, institutions, funds or trusts and providing or subscribing or contributing towards places of instruction and recreation, mosques, schools, colleges, universities, hospitals and dispensaries, medical and such other attendance as the Directors shall think fit and to subscribe, contribute or otherwise assist or to guarantee money to charitable, benevolent, religious, scientific, national or other objects which shall have any moral or other claim

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Managing Director & CEO  
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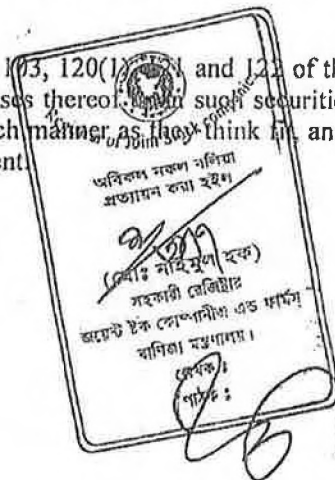


to support or aid by the Company either by reason of locality or operation of public and general utility or otherwise.

- d) To borrow or raise any sum of money by loan, on hypothecation or mortgage on such terms and conditions as may be deemed fit and proper.
- e) To purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as they think fit and subject to the provisions of section 107 of the Act to sell, let, exchange or otherwise dispose of absolutely or conditionally any part of the property, privileges and undertaking of the Company upon such terms and conditions and for such consideration as they may think fit.
- f) At their discretion to pay for any property, rights or privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company, and any such shares may be issued either as fully paid up thereon as may be agreed upon and any such bonds, debentures, or other securities may either specifically charged upon all or any part of the property of the Company, including its uncalled capital not so charged.
- g) To secure the fulfillment of any contracts, agreements or engagements entered into by the Company, mortgage or charges on all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they may think fit.
- h) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds, documents and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees.
- i) To institute, conduct, defend, compound and abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any claims or demands by or against the Company.
- j) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.
- k) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.
- l) Subject to the provisions of sections 58, 103, 120(1) and 122 of the Act, to invest and deal with any of the purposes thereof in such securities (not being shares in this Company) and in such manner as they think fit, and from time to time vary or realise such investment.

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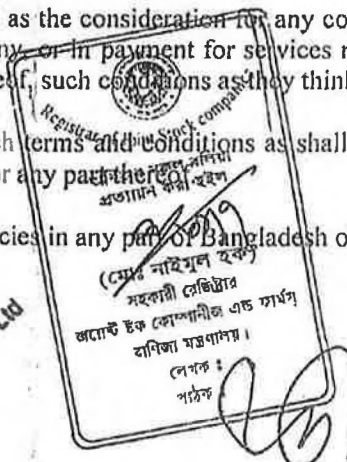
**Shafiu Azim**  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



- m) To execute in the name and on behalf of the Company or in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provision as shall be agreed upon.
- n) To give to any person employed by the Company as remuneration for their services such a commission of the profits of the Company and such commission or share or profits shall be treated as part of the working expenses of the Company.
- o) From time to time to make, vary and/or repeal bye-laws and service rules for the regulation of the business of the Company, its officers and servants.
- p) Subject to the provisions of the Act, before recommending any dividends to set aside portions of the profits of the Company to form a fund to provide for pension, gratuities or compensation or to create any provident fund in such or any other manner as the Directors may deem fit.
- q) To enter into all such negotiations and contracts and rescind and/or vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company.
- r) To make, draw, endorse, sign, accept, negotiate and give all cheques, bills of lading, orders, bills of exchange and promissory notes and other negotiable instruments required in the business of the Company.
- s) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other movable and immovable property of the Company either separately or jointly, also to insure all or any portion of the goods, produce, machinery and other articles dealt with by, imported or exported by the Company, and to sell, assign, surrender or discontinue any policy of assurance effected in pursuance of this power.
- t) To open accounts with any bank(s) or with any Company, firm or individual and to pay money into or draw money from any such account from time to time as the Directors may think fit.
- u) To attach to any shares to be issued as the consideration for any contract with or property acquired by the Company or in payment for services rendered to the Company, or to the transfer thereof, such conditions as they think fit.
- v) To accept from any member on such terms and conditions as shall be agreed the surrender of his shares or stock or any part thereof.
- w) To establish branch offices and agencies in any part of Bangladesh or aboard.

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**Shafiu Azim**  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



- x) The Board of Directors may from time to time delegate all or any of their powers and authorities herein to the Managing Director, Directors, Officers of the Company and or any other person(s) as they may decide.
- y) Exercise any power or take any decision to run the Company as are not required by law to be exercised in a general meeting.

60. The office of a Director shall *ipso facto* be vacated if :

- a) he fails to obtain within the prescribed time-limit or ceases to hold the share qualification necessary for his appointment;
- b) he is a minor or found to be of unsound mind;
- c) he is an undischarged insolvent or adjudged an insolvent;
- d) he has been convicted by a court of law for an offence involving moral turpitude;
- e) he holds such office in any firm or Company in contravention of the relevant provisions of the Act and/or any other subsequent enactment;
- f) he absents himself from three consecutive meetings of the Board of Directors or from all the meetings of the Board of Directors for a continuous period of three months, whichever is the longer, without leave of absence from the Board of Directors;
- g) resigns his office by notice in writing to the Company; or
- h) he being a Director elected as a representative or nominee of a shareholder, is removed by that shareholder by notice in writing to the Company for any reason whatsoever, or being a Director or member of the company *ex officio*, immediately upon relinquishment of or removal from the said office.

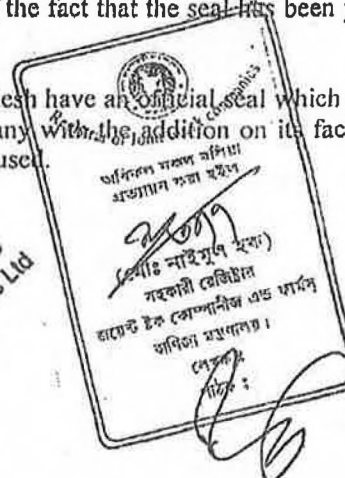
#### THE SEAL

61. The Company shall have a common seal and the Board of Directors shall provide for safe custody thereof. Every instrument to which the seal is affixed shall be signed by at least one Director or an officer appointed by the Company for that purpose and such signature shall be in favour of any purchaser or person having bonafide dealing with the Company, be conclusive evidence of the fact that the seal has been properly affixed.

62. The Company may for its use outside Bangladesh have an official seal which shall be a facsimile of the common seal of the Company with the addition on its face of the name of the territory or place where it is to be used.

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**Shafiul Azim**  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd



## ANNUAL RETURNS

63. The Company shall comply with the provision of section 36 of the Act as to the preparing of Annual Returns.

## DIVIDEND

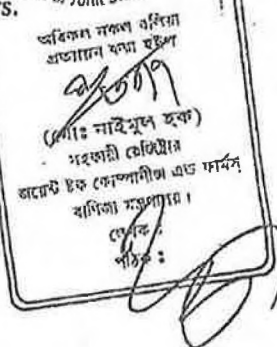
64. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment.
65. No larger dividend shall be declared than is recommended by the Board of Directors but the Company in General Meeting may declare a smaller dividend.
66. No dividend shall be payable except out of the profits of the Company for the year or any other undistributed profits, and dividend shall not carry interest as against the Company. The declaration by the Directors as to the amount of net profits of the Company shall be conclusive.
67. The Directors may from time to time pay to the members such interim dividend as in their judgment the position of the Company justifies.
68. Any one of several persons who are registered as the joint holders of any shares may give effectual receipt for all dividends and payments on account of dividend in respect of such shares.
69. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. Unclaimed dividend shall not be forfeited by the Company.

## ACCOUNTS

70. The books of accounts shall be kept at the office or at such other place in Bangladesh as the Board thinks fit and shall be open to inspection by any Director during business hours.
71. The Board shall from time to time, determine whether and to what extent and at what time, and place, and under what condition or regulation the books of accounts and books and documents or any of them, shall be open to the inspection of the members not being Directors; and no member (not being a Director) shall have any right of inspecting any books of account or book or document of the Company except as conferred by law, or authorized by the Board or by the Company in General Meeting.
72. The Directors shall cause true accounts to be kept of the Assets and Liabilities of the Company; of all sums of money received and expended by the Company; and the matter in respect of which receipt and expenditure takes place; and of all the sales and purchases of goods and services by the Company. The Books of Accounts shall be kept at the Registered Office or at such other place as the Directors may think fit and shall always be kept open to the inspection of the Directors.

10.07.23

Shafiu Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd





73. Once in at least every year the accounts of the Company shall be examined and the correctness of the Profit and Loss Account and Balance Sheet ascertained by one or more Auditors appointed for the purpose, and the relevant provisions of the Act shall be observed.

#### WINDING UP

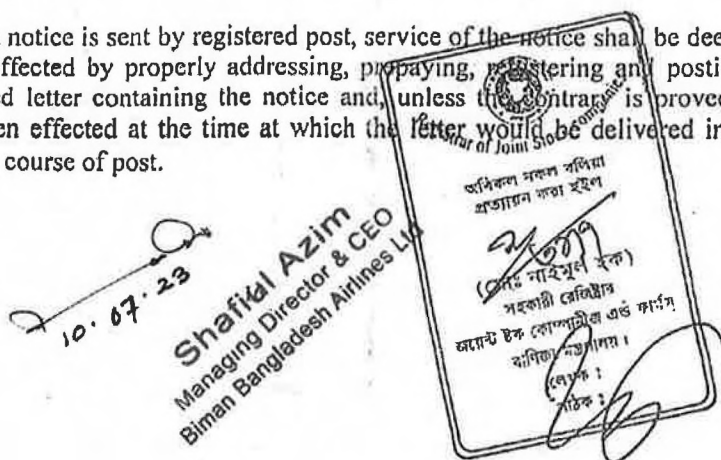
74. If the Company shall be wound up, and the assets available for distribution among the members as such shall be insufficient to repay the whole on the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital subscribed by them respectively at the commencement of the winding up; and if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid-up at the commencement on the winding up, the excess shall be distributed among the members in proportion to the capital subscribed by them respectively at the commencement of the winding up. This clause is without prejudice to the rights of the holders of shares issued upon special terms and conditions.
75. With the sanction of an extraordinary resolution of the members, any part of the assets of the Company including any shares in any other Company or companies, may be divided between the members and the Company dissolved but no members shall be compelled to accept shares whereon there is any liability.

#### SECRECY'--





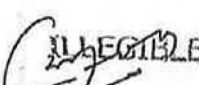
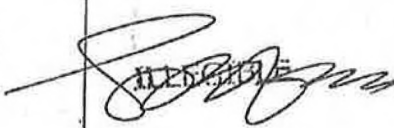

76. Every Director, Managing Director, Chairman, Manager, Auditor, Trustee, member of committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board before entering upon his duties, sign a declaration in the form approved by the Board pledging himself to observe strict secrecy regarding all transactions of the Company and the state of accounts with anybody and in matters relating thereto, and shall by declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board of Directors, or by any General Meeting, or by a court of law, and except so far as may be necessary in order to comply with any provisions in these presents contained.

#### NOTICE

77. a) A notice may be given by the Company to the Shareholders or the Directors either personally or through registered post to their registered addresses. The notice may be served by confirmed telex, facsimile or e-mail to numbers provided by the Directors and the Shareholders to the Company for the giving of notices to them.
- b) When a notice is sent by registered post, service of the notice shall be deemed to be effected by properly addressing, prepaying, registering and posting a registered letter containing the notice and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.



We the several persons whose names and addresses are subscribed below are desirous of being formed into a Company in pursuance of this Article of Association and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names:

| Names, Addresses, Descriptions and Nationality of the Subscribers   | Number of Shares taken by each Subscriber | Signature of Subscribers  | Name, Addresses and Description of Witnesses  |
|---|---|---|---|
| 1. Mr. Ali Imam Majumder, Cabinet Secretary, Government of Bangladesh                                     | 1   | <br>ILLEGIBLE    | <p>S.F. Ahmed &amp; Co., Chartered Accountants<br/>House No. 25 D, Road No. 13A<br/>Banan, Dhaka</p> <p>S.F. Ahmed &amp; Co.<br/>Chartered Accountants<br/>House # 25, Road # 13A<br/>Block-D, Banani,<br/>Dhaka-1213, Bangladesh</p> |
| 2. Mr. Shaikh Altaf Ali, Secretary, Ministry of Civil Aviation and Tourism, Government of Bangladesh      | 1   | <br>ILLEGIBLE   |   |
| 3. Mr A.M.M. Nasiruddin, Secretary, Ministry of Energy and Mineral Resources, Government of Bangladesh    | 1   | <br>ILLEGIBLE   |   |
| 4. Mr. Feroz Ahmed, Secretary, Ministry of Commerce, Government of Bangladesh                             | 1   | <br>ILLEGIBLE  |   |
| 5. Dr. Mohammad Tareque, Secretary, Ministry of Finance, Government of Bangladesh                         | 1   | <br>ILLEGIBLE  |   |
| 6. Mr. Md. Touhid Hussain, Secretary, Ministry of Foreign Affairs, Government of Bangladesh               | 1   | <br>ILLEGIBLE |   |
| 7. Mr. Md. Fakrul Islam Joint Secretary (B/CA), Ministry of Civil Aviation & Tourism, Govt. of Bangladesh | 1   | <br>ILLEGIBLE  |   |

Dated: the \_\_\_\_\_ day of \_\_\_\_\_, 2007

Shafiqul Azim  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd





358/10

## Certificate of Incorporation

No. E67807(358)/07

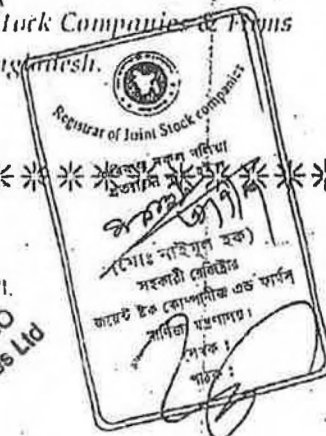
I hereby certify that Biman Bangladesh  
Airlines Limited

is this day incorporated under the Companies Act (Act XVIII) of  
1994 and that the Company is Limited.

Given under my hand at Dhaka  
this Twenty Three day of July  
Two thousand Seven.



Secretary Registrar of Joint Stock Companies & Firms  
Bangladesh.



J.S.C. -34

B.G.P.-2003/04-18007F. Com-C-30,000 copies, (C-7) 2003.

10.07.23

**Shafiqul Azim**  
Managing Director & CEO  
Biman Bangladesh Airlines Ltd

2215-2881



## Certificate for Commencement of Business

[ Pursuant to section 150 of the Companies Act, 1994 ]

I hereby certify that the Biman Bangladesh Airlines Limited

which was incorporated under the Companies Act, 1994 on the Twenty Third day of July 2007 and which has this day filed a duly verified declaration in the prescribed form that the conditions of section 150 (a) to (d) of the said Act, have been complied with, is entitled to commence business.

Given under my hand at Dhaka this Twenty Third day of July two thousand and Seven.



[Signature]  
Deputy Registrar of Joint Stock Companies & Firms,  
Bangladesh.



J.S.C.-35

B.G.P.-2003/04-18004P. Com-C-5,000 copies (G-4) 2003.

10.07.23

Shafiqul Azim  
Managing Director & CEO  
Biman Bangladesh Airlines



## **EXHIBIT C**

EXHIBIT C

HOLDINGS OF BIMAN IN OTHER CARRIERS,  
PERSONS ENGAGED IN THE BUSINESS OF AERONAUTICS  
ANY COMMON CARRIER OR PERSONS WHOSE BUSINESS  
IS HOLDING STOCK IN, OR CONTROL OF, ANY COMMON CARRIER

Biman is wholly owned by the Government of Bangladesh and does not hold any interest in any U.S. carrier or any foreign carrier, or any interest in any person engaged in the business of aeronautics, any common carrier, or any person whose principal business is in the holding of stock in, or control of, any air carrier.

## **EXHIBIT D**

## EXHIBIT D

### BIMAN'S RELATIONSHIP WITH THE GOVERNMENT OF BANGLADESH AND FINANCIAL ASSISTANCE RECEIVED FROM THE GOVERNMENT OF BANGLADESH

1. Ownership. Biman is a public sector entity owned by the Government of The People's Republic of Bangladesh. A list of the shareholders of the entity is included in Exhibit B. Effective 23 July 2007, Biman Bangladesh Airlines, Ltd. took over the business, assets, and liabilities of Bangladesh Biman Corporation. An explanation of this reorganization was included in that earlier submission as well.

All members of the Board of Directors are nominated by the Government. The structure of Board is the following:

#### List of Biman Board of Directors

| <b>Name &amp; Designation</b>  |
|--|
| <b>Mr. Mostafa Kamal Uddin</b><br>Chairman, Biman Board of Directors   |
| <b>Mr. Abu Hena Md. Rahmatul Muneem - Member of the Board</b><br>Senior Secretary<br>Internal Resources Division & Chairman, National Board of Revenue |
| <b>Ms. Fatima Yasmin - Member of the Board</b><br>Senior Secretary, Finance Division, Ministry of Finance  |
| <b>Mr. Mohammad Salahuddin - Member of the Board</b><br>Secretary, Prime Minister's Office   |
| <b>Mr. Md. Mokammel Hossain - Member of the Board</b><br>Secretary<br>Ministry of Civil Aviation & Tourism   |
| <b>Rear Admiral (Retd.) Md. Khurshed Alam, ndc, psc - Member of the Board</b><br>Secretary (Maritime Affairs Unit)                                     |
| <b>Air Vice Marshal M Mafidur Rahman, BBP, BSP, BUP, ndu, afwc, psc- Member of the Board</b><br>Chairman, Civil Aviation Authority of Bangladesh       |

|  |
|--|
| <b>Air Vice Marshal AHM Fazlul Haque-</b> Member of the Board<br>BBP, BSP, ndu, afwc, psc<br>Assistant Chief of Air Staff (Operations) |
| <b>Maj. Gen. Md Jubayer Salehin,</b> SUP, ndu, psc- Member of the Board<br>Engineer-in-Chief, Bangladesh Army                          |
| <b>Mr. Faruque Hassan-</b> Member of the Board<br>President, BGMEA   |
| <b>Barrister Tanjib-ul Alam-</b> Member of the Board<br>Senior Lawyer, Bangladesh Supreme Court-                                       |
| <b>Khondkar Atique-e-Rabbani FCA</b><br>Managing Director, The Computers Ltd. – Member of the Board                                    |
| <b>Mr. Shafiul Azim</b><br>Managing Director & CEO<br>Biman Bangladesh Airlines Limited- Member of the Board – Ex-officio              |

The Board is empowered to take all strategic and policy making decisions for Biman.

2. Financial Assistance. Biman, being a public sector entity, a Public Limited Company (PLC), receives financial support from the Government as and when required.

Presently the Ministry of Finance, Government of Bangladesh, is paying the installment payments for two B787-9 aircraft which started March 2020 and will continue these payments until December 2024. The Government will make payments totaling USD 150,284,577 and Biman will pay this amount of money to the Government of Bangladesh with 2% interest in installments of 5 years beginning in 2030.

## **EXHIBIT E**

## EXHIBIT E

### INSURANCE

Currently, Biman is insured with Sadharan Bima Corporation, 33 Dilkusha Commercial Area, Dhaka - 1000, Bangladesh.

A copy of the relevant portions of the insurance policy is attached as Exhibit E-1. The insurance coverage provided by Sadharan Bima Corporation exceeds the minimum requirements established by 14 C.F.R. Part 205.

A copy of the Certificate of Insurance dated 12 October 2022 covering Biman's aircraft is attached as Exhibit E-2.

Biman has never been canceled from or refused insurance coverage.

A copy of the OST Form 6411 regarding the insurance coverage of all Biman aircraft is attached hereto as Exhibit E-3. OST Form 6411 will also be filed with the Federal Aviation Administration.

**EXHIBIT E-1**



ORIGINAL

# BIMAN BANGLADESH AIRLINES LIMITED

Aviation Hull All Risk, Spares & Liability

Insurance Policy



Issued By



## SADHARAN BIMA CORPORATION

SADHARAN BIMA BILABAN

33, DILKUSHA COMMERCIAL AREA, DHAKA -- 1000

BANGLADESH



# SADHARAN BIMA CORPORATION

## সাধারণ বীমা কর্পোরেশন

### WORDING SCHEDULE

Risk No.: SBC/HO/AVN/P-07/2022

#### Item 1. Name and Address of the Insured

BIMAN BANGLADESH AIRLINES LIMITED and/or their subsidiary and/or affiliated and/or associated companies, jointly and severally for their respective rights and interests.

Head Office  
Balaka  
Kurmitola  
Dhaka-1229  
BANGLADESH

#### Item 2. Period of Insurance

From: 16th October 2022  
To: 15th October 2023  
both days inclusive at local standard time at the address of the Insured shown above.

#### Item 3. Limits of Insurers' Liability

(a) Section One : Hull and Spares and Equipment Coverage

(1) Hull

Agreed values as per the Schedule of Aircraft.

Maximum agreed value any one Aircraft USD 225,000,000.

(2) Spares and Equipment

USD 180,000,000 any one occurrence but USD 50,000,000 any one item.

(b) Section Two : Liability Coverage

- (1) A combined single limit (Bodily Injury/Property Damage/Personal Injury)  
USD 1,000,000,000 any one Occurrence, but



REINSURANCE DIVISION, HEAD OFFICE, 33, DILKUSHA COMMERCIAL AREA, DHAKA-1000, BANGLADESH, P.O. BOX NO.-607  
PHONE: 41051492, 41051613, 41051634 FAX: +880 2223388009, E-Mail: riaviation@sbc.gov.bd



## SADHARAN BIMA CORPORATION

## সাধারণ বীমা কর্পোরেশন

(2) in respect of the Insured's liability arising out of the ownership, operation or use of:

(i) Boeing 737-800 aircraft registrations S2-AEQ and S2-AEW:

USD 750,000,000 any one Occurrence but USD 1,000,000,000 any one Occurrence in respect of flights to/from Hong Kong.

(ii) Boeing 737-800 aircraft (other than aircraft registrations S2-AEQ and S2-AEW):

USD 650,000,000 any one Occurrence but USD 1,000,000,000 any one Occurrence in respect of flights to/from Hong Kong.

(iii) Dash 8 400:

USD 275,000,000 any one Occurrence but USD 1,000,000,000 any one Occurrence in respect of flights to/from Hong Kong:

the above limits applying separately in respect of each aircraft; owned operated or used

(3) the combined single limit stated in paragraph (b)(1) above applies in the annual aggregate in respect of the Products Hazard;

(4) Personal Injury Liability is subject to a limit of USD 25,000,000 in the annual aggregate (but unlimited in respect of passengers) being within the combined single limit stated in paragraph (1) above and not in addition thereto

(c) Section Three :

Excess Non-Aviation Liability Coverage

Subject to a limit of USD 25,000,000 any one Occurrence in excess of the limits of the Underlying Insurances as per the Schedule of Underlying Insurance. This limit applies in the annual aggregate in respect of each hazard insured with an aggregate limit under the underlying insurance.



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# SADHARAN BIMA CORPORATION

## সাধারণ বীমা কর্পোরেশন

### Item 4. Deductibles

#### (a) Section One : Hull and Spares and Equipment Coverage

##### (1) Hull

The amount to be borne by the Insured in respect of loss of or damage to Aircraft is as follows:

| Aircraft Type  | Amount Each Loss |
|----------------|------------------|
| Boeing 777/787 | USD 1,000,000    |
| Boeing 737-800 | USD 750,000      |
| Dash 8 400     | USD 100,000      |

Other types to be agreed by Insurers prior to attachment. The above amounts are not applicable in the event of a loss settled on the basis of a total loss, constructive total loss or arranged total loss.

##### (2) Spares and Equipment

The amount to be borne by the Insured in respect of loss of or damage to Spares and Equipment is USD 10,000 each claim however, claims in respect of ingestion damage to an aircraft engine sustained during engine test cell running shall be subject to the same deductible as would apply to the engine when installed in its specific aircraft type.

The above amounts are not applicable in respect of loss or damage

(i) arising from an accident to the carrying aircraft or other means of transport in which such Spares and Equipment are being carried;

(ii) arising from fire, wind, tornado, cyclone, typhoon, flood, hail, theft, lightning, explosion, earthquake or tidal wave;

(iii) to an aircraft engine which is settled on the basis of a total loss, constructive total loss or arranged total loss as a result of ingestion.

USD 1,000 any one kit in respect of fly-away spares kits.

USD 100 each claim in respect of engineers and mechanics tools.

Nevertheless in the event of an incident involving the application of more than one deductible per paragraphs (1) and (2) above only one deductible shall apply being the highest deductible applicable to the incident. This deductible shall be applied as an aggregate deductible for all losses arising out of that incident.



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# SADHARAN BIMA CORPORATION

## সাধারণ বীমা কর্পোরেশন

### (b) Section Two : Liability Coverage

The Insured shall bear the following amounts as a deduction (exclusive of any defence costs or supplementary payments as referred to in Clause 3. of Section Two) in respect of Property Damage to:

|                              |                                |
|------------------------------|--------------------------------|
| Baggage and Personal Effects | USD 1,250 any one Occurrence.  |
| Cargo                        | USD 10,000 any one Occurrence. |

The above amounts are not applicable in respect of claims for Property Damage arising

- (1) from an accident to the aircraft or other means of transport in which such baggage or cargo is being carried;
- (2) from fire, wind, tornado, cyclone, typhoon, flood, hail, theft, lightning, explosion, earthquake or tidal wave;
- (3) under Endorsement No.1 - Extended Coverage Endorsement (Aviation Liabilities) AVN 52E.

Property Damage in respect of aircraft which are in the care, custody or control of the Insured or are being serviced, handled or maintained by the Insured whilst such aircraft are in Flight are subject the same deductible that would be applicable if the aircraft was insured under Section One.

### Item 5. Geographical Limits

Worldwide excluding Russia, Belarus and Ukraine, but Worldwide in respect of Products Liability.

### Item 6. Premium

The premium due at the inception of this Insurance is USD 11,275,847.14

#### Premium Payment Clause AVN 6A (amended)

It is agreed that the premium due at the inception of this Insurance shall be payable in the following instalments:

| Date Due          | Amount |
|-------------------|--------|
| 16th October 2022 | 25%    |
| 16th January 2023 | 25%    |
| 16th April 2023   | 25%    |
| 16 July 2023      | 25%    |

Notwithstanding any cancellation provision contained within the Insurance, in the event that an instalment of premium is not paid by its due date the Insurers shall have the right to terminate the cover afforded by the Insurance to the Insured and any other party(ies) protected thereby, whether by endorsement or otherwise, by the giving of not less than Thirty (30) days notice in writing to the Insured. Notice shall be deemed to commence from the date such notice is given by the Insurers.



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## SADHARAN BIMA CORPORATION

## সাধারণ বীমা কর্পোরেশন

### Item 7. Address for Notices

All notices to be given by the Insured pursuant to the terms and conditions of this Insurance shall be given to:

Sadharan Bima Corporation  
Head Office  
33 Dilkusha C/A  
Dhaka-1000  
BANGLADESH



REINSURANCE DIVISION, HEAD OFFICE, 33, DILKUSHA COMMERCIAL AREA, DHAKA-1000, BANGLADESH, P.O. BOX NO.-607  
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# SADHARAN BIMA CORPORATION

## সাধারণ বীমা কর্পোরেশন

Attachment No.6

D.o.T 14 CFR PART 205

(HEREINAFTER CALLED "PART 205")

AIRCRAFT ACCIDENT LIABILITY INSURANCE

IT IS UNDERSTOOD AND AGREED THAT :-

1. The Insurance to which this endorsement is attached is hereby amended to provide coverage in compliance with the provisions of Part 205.

2. Such coverage shall be within the limits of liability in the Insurance and not in addition to or in excess thereof.

3. Such coverage shall continue until cancelled by Insurers or their authorised representative giving the appropriate notice.

4. Unless the Insurance otherwise provides the following exclusions not prohibited by the provisions of Part 205 shall apply:-

(i) War Exclusions Clause AVN.48B paragraphs (a) and (b) or equivalent clause(s).

(ii) Noise and Pollution and Other Perils Exclusion Clause AVN.46B or equivalent clause(s).

(iii) Nuclear Risks Exclusion Clause AVN.38B or equivalent clause(s).

(iv) Bodily injury to or sickness disease or death of any employee arising out of and in the course of his/her employment.

(v) Injury to or destruction of property owned rented leased or loaned to or occupied or used by the Insured.

5. If Insurers are called upon to provide coverage to the Insured in compliance with Part 205 including the defence and legal costs associated therewith and if by reason of the terms conditions limitations and exclusions of the Insurance such coverage would not have been provided except for this endorsement then the Insured will reimburse Insurers for such payments made in providing coverage under Part 205.

6. The terms conditions limitations and exclusions of the Insurance shall apply to claims made under the Insurance which (a) are in excess of the limits specified in Part 205 or (b) are not governed by the provisions of Part 205.

AVN 57A (USA)



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**EXHIBIT E-2**





# SADHARAN BIMA CORPORATION

সাধারণ বীমা কর্পোরেশন

## CERTIFICATE OF INSURANCE

Reference No. C22/BBAL/0004/GENERAL

### TO WHOM IT MAY CONCERN

**BASIS:** This Certificate is issued by SADHARAN BIMA CORPORATION in our capacity as Insurer to BIMAN BANGLADESH AIRLINES LIMITED in respect of certain insurance policies issued to the Original Insured and which includes coverage in respect of the Equipment.

**DESCRIPTION OF COVERAGE:** Subject to the terms, conditions, limitations, exclusions, excesses and cancellation provisions of the Policies.

**ORIGINAL INSURED:** BIMAN BANGLADESH AIRLINES LIMITED and/or their subsidiary and/or affiliated and/or associated companies, jointly and severally for their respective rights and interests.

**INSURER:** SADHARAN BIMA CORPORATION

**PERIOD OF INSURANCE:** From 16th October 2022 to 15th October 2023 both days inclusive at local standard time at the address of the Original Insured.

### GEOGRAPHICAL LIMITS:

Worldwide but excluding loss, damage or expenses howsoever occurring within the geographical limits of Ukraine, Belarus, Russia and Crimea.

### COVERAGES: 1. HULL RISKS:

In respect of the Original Policy covering:

Aircraft owned and/or non-owned and/or operated for which the Original Insured is responsible as detailed herein against "All Risks" of physical loss or damage. Cover is arranged on an Agreed Value basis (subject to a Maximum Agreed Value of USD 225,000,000 any one aircraft) and is subject to deductibles in respect of all losses (excluding Total Loss / Constructive Total Loss / Arranged Total Loss) of

USD 1,000,000 each and every loss in respect of B787 / B777 aircraft

USD 750,000 each and every loss. In respect of B737-800 aircraft

USD 100,000 each and every loss in respect of Dash 8-Q400 aircraft

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

**Insured Amount** 100.00% of Agreed Value(s) in respect of all aircraft





# SADHARAN BIMA CORPORATION

সাধারণ বীমা কর্পোরেশন

## 2. HULL WAR AND ALLIED RISKS:

In respect of the Original Policy covering:

The aircraft as detailed herein against War and Allied Perils, including Extortion and Hi-Jack extra expenses (Original Wording to be Aviation Hull "War and Allied" Perils LSW555D) including confiscation by the Government of Registration

POLICY AGGREGATE: USD 450,000,000 subject to a sub-limit of USD 150,000,000 in the annual aggregate in respect of sub paragraph (e) of Section One of LSW555D policy form.

**Note:** Policy limits may be eroded or exhausted by claims involving other Aircraft/Engines.

Insured Amount 100.00% of Agreed Value(s) in respect of all aircraft

## 3. LIABILITIES:

In respect of the Original Policy covering:

The Insured's legal liability arising out of their operations, subject to the limitations contained in the Non-Aviation Liability Clause AVN59 (attached)

The Limit of Liability - a Combined Single Limit covering Bodily Injury, Property Damage (including declared values on cargo and baggage) /Personal Injury USD 1,000,000,000 any one Occurrence and in the annual aggregate in respect of Products Liability with Personal Injury limited to USD 25,000,000 in the aggregate (this limitation shall not apply to passengers to whom the full Combined Single Limit applies).

Subject to the following sub-limits

Aircraft Liability in respect of B737-800 aircraft shall be limited to: Not less than USD 650,000,000 any one Occurrence (other than flights to Hong Kong which are subject to a Combined Single Limit of USD 1,000,000,000 any one Occurrence)

Aircraft Liability in respect of Dash 8-Q400 aircraft shall be limited to: USD 275,000,000 any one Occurrence.

Legal Costs and expenses payable in addition

War and Allied Perils are also covered in accordance with Extended Coverage Endorsement (Aviation Liabilities) AVN52E (all sub-paragraphs of AVN48B other than "b" deleted subject to all the terms and conditions of this endorsement). The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be USD 1,000,000,000 any one Occurrence and in the annual aggregate (the "sub-limit") over all Aircraft insured hereunder but USD 350,000,000 any one Occurrence and in the annual aggregate (the "sub limit")





# SADHARAN BIMA CORPORATION

সাধারণ বীমা কর্পোরেশন

over all Aircraft insured hereunder or the applicable Aircraft Liability limit whichever the lesser. This sub-limit shall apply within the full Policy limit and not in addition thereto.

To the extent coverage is afforded to an Insured under the Policy, this sub-limit shall not apply to such Insured's liability:

(a) to the passengers (and for their baggage and personal effects) of any aircraft operator to whom the Policy affords cover for liability to its passengers arising out of its operation of aircraft;

(b) for cargo and mail while it is on board the aircraft of any aircraft operator to whom the Policy affords cover for liability for such cargo and mail arising out of its operation of aircraft.

**Note:** Policy limits may be eroded or exhausted by claims involving other Aircraft or other Named Insureds or by other operational interest covered by the policy. The Liability section of coverage is subject to the following Deductibles

**(i) Baggage**

USD 1,250 any one occurrence

**(ii) Cargo**

USD 10,000 any one occurrence

The above liability deductibles not applicable Property Damage arising from (i) an accident to the carrying aircraft or other means of transportation, (ii) fire, wind, tornado, cyclone, typhoon, flood, hail, theft, lighting, explosion, earthquake or tidal wave or claims arising (iii) under Extended Coverage Endorsement (Aviation Liabilities) AVN52E.

**Insured Amount: 100.00% of Sum Insured**

**4. AVIATION WAR, HIJACKING AND OTHER PERILS LIABILITY** - not applicable to Dash 8-Q400 Aircraft

WHEREAS the Insurer has in force an Aviation Liability Insurance (the 'Primary Policy') which inter alia is subject to War, Hi-jacking and Other Perils Exclusion Clause (Aviation) AVN48B, with writebacks (other than paragraph b) in accordance with the Extended Coverage Endorsement (Aviation Liabilities) AVN52E.





# SADHARAN BIMA CORPORATION

## সাধারণ বীমা কর্পোরেশন

NOW this Insurance is to pay on behalf of the Insurer all sums which the Original Insured shall become legally liable to pay as damages for bodily injury or property damage, caused by an occurrence in excess of the Limitation of Liability contained in Section 3 of the Extended Coverage Endorsement (Aviation Liabilities) AVN52E, subject to the Sum Insurer herein.

### TO PAY:

(1) A Combined Single Limit (Bodily Injury/Property Damage) of USD 650,000,000 any one Occurrence, applicable separately to each of the Insured's aircraft in respect of the Insured's liability arising out of the ownership, operation or use of the aircraft and in the annual aggregate.

But

Not less than USD 300,000,000 any one occurrence in respect of liability arising out of B737-800 aircraft.

### EXCESS OF

(1) A Combined Single Limit (Bodily Injury/Property Damage) of USD 350,000,000 any one Occurrence, applicable separately to each aircraft in respect of the Insured's liability arising out of the ownership, operation or use of aircraft, and in the annual aggregate.

Legal Costs and expenses payable in addition to the above limits.

This policy is subject to an overall aggregate of USD 650,000,000 over all sections of the policy/Aircraft insured hereunder.

**Note:** Policy limits may be eroded or exhausted by claims involving other Aircraft or other Named Insureds or by other operational interest covered by the policy.

**Insured Amount: 100.00% of Sum Insured.**

### 5. EXCESS LIABILITY – In respect of B787 aircraft only:

In respect of the Original Policy covering:

The Insured's liability arising out of their operations, as covered by and more fully set forth in the Primary Insurance (Coverage 4. Liabilities)

To pay the difference between total limits of:

Combined Single Limit covering Bodily Injury / Property Damage (including declared values on cargo and baggage)/Personal Injury USD 1,250,000,000 any one Occurrence and in the annual aggregate in respect of products liability subject to sub-limits as detailed in the Coverage 4. Liabilities herein,

And Underlying Limits Of:





# SADHARAN BIMA CORPORATION

## সাধারণ বীমা কর্পোরেশন

Combined Single Limit covering Bodily Injury, Property Damage (including declared values on cargo and baggage) / Personal Injury) USD 1,000,000,000 any one Occurrence and in the annual aggregate in respect of Products Liability with Personal Injury limited to USD 25,000,000 in the aggregate (this limitation shall not apply to passengers to whom the full Combined Single Limit applies) subject to sub-limits as detailed in the Coverage 4. Liabilities herein

**Note:** Policy limits may be eroded or exhausted by claims involving other Aircraft or other Named Insureds or by other operational interest covered by the policy.

**Insured Amount: 100.00% of Sum Insured**

### 6. AVIATION WAR, HIJACKING AND OTHER PERILS LIABILITY –

In respect of B787 aircraft only:

WHEREAS the Insurer has in force an Aviation Liability Insurance (the 'Primary Policy') which inter alia is subject to War, Hi-jacking and Other Perils Exclusion Clause (Aviation) AVN48B, with writebacks (other than paragraph b) in accordance with the Extended Coverage Endorsement (Aviation Liabilities) AVN52E.

NOW this Insurance is to pay on behalf of the Insurer all sums which the Original Insured shall become legally liable to pay as damages for bodily injury or property damage, caused by an occurrence in excess of the Limitation of Liability contained in Section 3 of the Extended Coverage Endorsement (Aviation Liabilities) AVN52E, subject to the Sum Insurer herein.

#### **TO PAY:**

(1) A Combined Single Limit (Bodily Injury/Property Damage) of USD 250,000,000 any one Occurrence in respect of the Insured's liability arising out of the ownership, operation or use of aircraft, and in the annual aggregate

#### **EXCESS OF:**

(2) A Combined Single Limit (Bodily Injury/Property Damage) of USD 1,000,000,000 any one Occurrence in respect of the Insured's liability arising out of the ownership, operation or use of aircraft, and in the annual aggregate.

Legal Costs and expenses payable in addition to the above limits.

This policy is subject to an overall aggregate of USD 250,000,000 over all sections of the policy/Aircraft insured hereunder.





# SADHARAN BIMA CORPORATION

## সাধারণ বীমা কর্পোরেশন

**Note:** Policy limits may be eroded or exhausted by claims involving other Aircraft or other Named Insureds or by other operational interest covered by the policy.

**Insured Amount: 100.00% of Sum Insured**

Coverages as detailed herein are subject to DATE RECOGNITION EXCLUSION CLAUSE AVN2000A, DATE RECOGNITION LIMITED COVERAGE CLAUSE AVN2001A and AVN2002A as applicable.

Subject to policy terms, conditions, limitations and exclusions.

The following provisions are included herein:-

(i) Fifty/Fifty Provisional Claims Settlement Clause AVS103.

(ii) It is hereby noted and agreed that the following Cut Through Clause AVN109 shall apply in respect of Hull/Spares Risks and Hull/Spares War and Allied Risks coverages:-

The Insurer and the Insured hereby agree that in the event of any valid claim arising under the Insurances the Insurers shall in lieu of payment to the Insured, its successors in interest and assigns pay to the Loss Payee under the original insurances effected by the Insured that portion of any loss due for which the Insurers would otherwise be liable to pay the Insured (subject to proof of loss), it being understood and agreed that any such payment by the Insurers shall fully discharge and release the Insurers from any and all further liability in connection therewith.

To provide for payment to be made notwithstanding (a) any bankruptcy, insolvency, liquidation or dissolution of the Original Insurer (S.B.C.) and/or (b) that the Original Insurer has made no payment under the original insurance policy(ies).

The Insurers reserve the right to set off against any claim payable under the Insurance policy in accordance with this Clause any outstanding premiums (applicable to the aircraft involved in the Loss) covered by the Original Policy. Such set off shall first be applied to any financial interest of Biman Bangladesh Airlines Limited in the aircraft involved. If Insurers exercise their right to set off any outstanding premium, upon subsequent receipt by Insurers of such outstanding premium, Insurers hereby agree to refund the set off premium to the Loss Payee.

Any payment due under this Clause shall not contravene any law, statute or decree of the Government of Bangladesh.

AVN 109 24.9.09







# SADHARAN BIMA CORPORATION

সাধারণ বীমা কর্পোরেশন

(iii) In the event of the Aircraft identified as shown in the Schedule of Identifying Terms attached being fitted with leased Engine(s)/Components(s), the Agreed Value of the Aircraft to which such Engine(s)/Components(s) is/are attached is automatically increased by the value of the leased Engine(s)/Components(s) as specified in the Lease subject always to the maximum Agreed Value of USD 225,000,000 any one aircraft not being exceeded. The removed Engine(s)/ Components(s) having been replaced by Leased Engine(s)/ Components(s) is/are automatically covered under the Spares section and becomes salvage for Insurers benefit in the event of a claim settlement as a total loss.

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative Policies number(s) SBC/HO/AVN/P-07/2022, SBC/HO/AVN/P-08/2022, SBC/HO/AVN/P-09/2022 and SBC/HO/AVN/P-10/2022 which are effective for the period from 16th October, 2022 to 15th October, 2023, both days inclusive, standard time, Dhaka, Bangladesh.

Please note that the coverage evidenced herein and the payment of any claims under such coverage shall not contravene any applicable embargo or sanction, breach of which would render such coverage or payment unlawful.

This certificate shall be governed by and shall be construed in accordance with English Law.

**Dated: 12<sup>th</sup> October, 2022**

**Yours faithfully,**

**For and on behalf of  
Sadharan Bima Corporation**

Masum Hossain Khan  
Manager  
Re-Insurance (Aviation) Deptt.  
Sadharan Bima Corporation  
33, Dilkusha C/A, Dhaka-1000



# SADHARAN BIMA CORPORATION

সাধারণ বীমা কর্পোরেশন

## NON-AVIATION LIABILITY CLAUSE

This Policy does not cover the Insured's liability unless it arises from one or more of the following:-

1. Occurrences involving aircraft or parts or equipment relating thereto.
2. Occurrences arising at airport locations.
3. Occurrences arising at any other location in connection with the Insured's business of transporting passengers or goods by air.
4. Occurrences arising out of the supply of goods or services to others (i) in connection with the use and/or operation of aircraft (ii) involved in the air transport industry.

AVN 59 1.10.96

**Dated: 12<sup>th</sup> October, 2022**

**Yours faithfully,**

**For and on behalf of  
Sadharan Bima Corporation**

Masum Hossain Khan  
Manager  
Re-Insurer (Aviation) Dept  
Sadharan Bima Corporation  
33, Dilkusha C.A. Dhaka





# SADHARAN BIMA CORPORATION

সাধারণ বীমা কর্পোরেশন

This certificate is issued as evidence of cover for the following aircraft:-

| Aircraft Type | MSN   | Registration Mark |
|---------------|-------|-------------------|
| B777-300ER    | 40122 | S2-AFO            |
| B777-300ER    | 40123 | S2-AFP            |
| B777-300ER    | 40120 | S2-AHM            |
| B777-300ER    | 40121 | S2-AHN            |
| B737-800      | 28648 | S2-AFL            |
| B737-800      | 28653 | S2-AFM            |
| B737-800      | 40334 | S2-AHO            |
| B737-800      | 40335 | S2-AHV            |
| B737-800      | 37932 | S2-AEQ            |
| B737-800      | 37934 | S2-AEW            |
| B787-8        | 40126 | S2-AJS            |
| B787-8        | 40127 | S2-AJT            |
| B787-8        | 40124 | S2-AJU            |
| B787-8        | 40125 | S2-AJV            |
| B787-9        | 40327 | S2-AJX            |
| B787-9        | 40328 | S2-AJY            |
| Dash 8-Q400   | 4208  | S2-AJW            |
| Dash 8-Q400   | 4368  | S2-AGR            |
| Dash 8-Q400   | 4622  | S2-AKD            |
| Dash 8-Q400   | 4626  | S2-AKE            |
| Dash 8-Q400   | 4627  | S2-AKF            |

Dated: 12<sup>th</sup> October, 2022

Yours faithfully,

For and on behalf of  
Sadharaan Bima Corporation

Masum Hossain Khan  
Manager  
Re-Insurance (Aviation) Dept.  
Sadharaan Bima Corporation  
35, Dilkusha, P.O. Dhaka-1000

**EXHIBIT E-3**



# 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:** SADHARAN BIMA CORPORATION

(Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to BIMAN BANGLADESH AIRLINES LIMITED

Head Office, Balaka, Kurmitole, Dhaka-1229, Bangladesh

FAA Certificate Number

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

effective from 16TH OCTOBER 2022

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 BANGLADESH 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):

☐ 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) | \$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.

OST FORM 6411



**B. FOREIGN AIR CARRIERS OPERATING SMALL AIRCRAFT**

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

☐ Separate Coverages:

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

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

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

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

Policy No. SBC/HO/AVNP-07/2022 Amount of Coverage \_\_\_\_\_ 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):**

☒ 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)

| Make and Model | FAA or foreign flag registration No.            |
|----------------|---|
| B787-8         | S2-AJS, S2-AJT, S2-AJV & S2-AJU                 |
| B787-9         | S2-AJX & AJY                                    |
| B777-300ER     | S2-AFO, S2-AFP, S2-AHM & S2-AHN                 |
| B737-800       | S2-AFL, S2-AFM, S2-AHO, S2-AHV, S2-AEQ & S2-AEW |
| Dash-8 Q400    | S2-AKD, S2-AKE, S2-AKF, S2-AGR, S2-AJW          |

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

SADHARAN BIMA CORPORATION

(Name of Insurer)

Head Office, 33, Dilkusha C/A

(Address)

DHAKA

BANGLADESH

1000

(City)

(State)

(Zip Code)

MASUM HOSSAIN KHAN

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

+880 1914929720

(Area Code, Phone Number)

(Area Code, Fax Number)



(Signature, if applicable)

13.07.2023

(Date)

(Name of Insurer)

(Address)

(City)

(State)

(Zip Code)

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

(Area Code, Phone Number)

(Area Code, Fax Number)

(Signature, if applicable)

(Date)



## **EXHIBIT F**

## EXHIBIT F

### BANGLADESH OPERATING AUTHORITY OF BIMAN

A copy of the Air Carrier Operating Certificate No. 1 issued by the Government of the People's Republic of Bangladesh Department of Civil Aviation is attached as Exhibit F-1.

A copy of the Air Operator Certificate No. 2 issued 20 February 2023 with Expiry date of 24 February 2024 is attached as Exhibit F-2. The operating authority is renewable annually.

Copies of the Operations Specifications for Biman's aircraft are set out in Exhibit F-3.

The Air Carrier Operating Certificate No.1; the Air Operator Certificate No. 2; and the Operations Specifications constitute a general authority to fly, and as such, authorize Biman to fly the requested routes.



EXHIBIT F-1

স্বাধীনতা নবোদয় সরকার  
সংসদীয় বিমানচলন বিভাগ  
সংসদীয় বিমানচলন মহা-পরিদর্শক  
ঢাকা



Exhibit F-1  
GOVERNMENT OF THE PEOPLE'S  
REPUBLIC OF BANGLADESH  
DEPARTMENT OF CIVIL AVIATION  
DIRECTORATE GENERAL OF  
CIVIL AVIATION, Dacca

Telegram : CIVILAIR, Dacca

EX-100 No.

Telephone : 310151/

Dated, Dacca the.....

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AIR CARRIER OPERATING CERTIFICATE NO.1

This is to certify that Bangladesh Biman is properly and adequately equipped and able to conduct a safe operation as an air carrier of persons, property, and mail in scheduled air transportations between the points authorised by the Director General of Civil Aviation. The airports and routes set forth in the operations specifications issued to the air carrier are considered to be a part of this certificate as is set forth herein.

This certificate is issued under the provisions of the Aircraft Rules 1937, as amended, and the regulations prescribed by the Government under that Rule.

The air carrier shall conduct the operations authorised by this certificate in accordance with the provisions of its operations specifications the Aircraft Rules 1937, as amended, and the Rules prescribed by the Director General of Civil Aviation.

This Certificate issued on 26th February 1975 and has been in effect continuously since the date of issuance.

M. G. A. Khan  
(M. G. A. KHAN) 26/2/75

DIRECTOR OF COMMUNICATION  
for DIRECTOR GENERAL OF CIVIL AVIATION

স্বাধীনতা সঙ্গীত  
সংস্কৃতিক বিষয়াবলি বিভাগ  
সংস্কৃতিক বিষয়াবলি বিভাগ  
ঢাকা



GOVERNMENT OF THE PEOPLE'S  
REPUBLIC OF BANGLADESH  
DEPARTMENT OF CIVIL AVIATION  
DIRECTORATE GENERAL OF  
CIVIL AVIATION, DAKA

Telegram: CIVILAIR, DAKA

No.

Telephone: 310131

Dated, Dacca the 26th Feb. 1975.

LICENCE- SCHEDULED AIR TRANSPORT.

LICENCE NO.2.

PURSUANT TO THE AIRCRAFT RULES, 1937, THIS LICENCE IS ISSUED TO " BANGLADESH BIMAN " FORMED UNDER THE BANGLADESH BIMAN ORDER 1972 WITH PERMISSION TO CARRY AIR TRANSPORT SERVICES FOR THE PURPOSE OF CARRYING PASSENGERS, CARGO AND MAIL WITHIN AND OUTSIDE BANGLADESH ON THE ROUTE/ROUTES AS SPECIFIED AND APPROVED FROM TIME TO TIME IN ACCORDANCE WITH THE CONDITIONS SET OUT IN THE SCHEDULE TO THIS LICENCE, WHICH SCHEDULE SHALL FOR ALL PURPOSES FORM AN INTEGRAL PART OF THIS LICENCE.

2. SUBJECT TO RELEVANT PROVISIONS OF PART XIII OF THE AIRCRAFT RULES, 1937 AND SUBJECT FURTHER TO THE CONDITIONS SPECIFIED IN THE ATTACHED SCHEDULE, THIS LICENCE SHALL REMAIN IN FORCE FROM 1ST MARCH 1975 UNTIL THE 29TH FEBRUARY 1976 AND IF RENEWED, FOR THE FURTHER PERIOD OF SUCH RENEWAL.

3. ISSUED AT DAKA, THIS 26TH DAY OF FEBRUARY 1975.

*M. G. A. Khan*  
(M. G. A. Khan) 26/2/75

DIRECTOR OF COMMUNICATION  
FOR DIRECTOR GENERAL OF CIVIL AVIATION.

সদর দপ্তর  
সিভিল এভিয়েশন অথরিটি, বাংলাদেশ



HEADQUARTERS  
CIVIL AVIATION AUTHORITY, BANGLADESH

No. CAAB/1714/AT/1992

Dated, Dhaka the.....24.03.92.....19

To

The Managing Director,  
Bangladesh Biman,  
Motijheel Commercial Area,  
Dhaka

( Atten: Mr. S.A.S.M.Taifur, G.M. Planning )

Subject: Extension/Renewal of Operating Licence.

Dear Sir,

With reference to your letter No. DAC PN/178/91/240 dated 7th March 1992 the Chairman, Civil Aviation Authority is pleased to extend the validity of the Operating Licence ( Air Transport Service Licence No.2 ) for a period of one year with effect from 1st April 1992.



Thanking you,

Yours faithfully,

( Ismail Hossain )  
Assistant Director

**EXHIBIT F-2**

## AIR OPERATOR CERTIFICATE

|   |   |  |
|---|---|--|
|    | <b>BANGLADESH</b>   | <b>CIVIL AVIATION</b><br><br><b>HEAD QUARTERS</b><br>Kurmitola, Dhaka-1229,<br>Bangladesh<br>Tel: +88028901406<br>Fax: +88028901418<br>Email: <a href="mailto:mfsr@caab.gov.bd">mfsr@caab.gov.bd</a>   |
|   | <b>CIVIL AVIATION AUTHORITY</b>   |  |
| <b>AOC No. 02</b><br><br><b>Expiry date</b><br><br><b>24 Feb 2024</b>   | <b>BIMAN BANGLADESH AIRLINES LIMITED</b><br><br>Operator address: Biman Head Office<br>Balaka, Kurmitola<br>Dhaka-1229, Bangladesh<br><br>Telephone: (+880-2) 41090867<br>Fax: (+880-2) 8901392<br>E-mail: <a href="mailto:mbiman@bdbiman.com">mbiman@bdbiman.com</a> | <b>OPERATIONAL POINTS OF CONTACT</b><br><br>Head of Flight Operations<br>Biman Bangladesh Airlines Limited<br>Biman Operations Building, Hazrat<br>Shahjalal Int'l Airport, Kurmitola<br>Dhaka-1229, Bangladesh.<br><br>Phone: (+880-2) 8901555<br>Cell: (+880) 1777715308<br>Fax: (+880-2) 8901333<br>Email: <a href="mailto:dfobiman@bdbiman.com">dfobiman@bdbiman.com</a> |
| <p>This certificate certifies that <b>BIMAN BANGLADESH AIRLINES LIMITED</b> is authorized to perform schedule and/or non-schedule operations (passenger &amp; cargo) both in international and domestic sectors by Aeroplane as AOC Category-A1 under ANO (AOC)-Air Operator Certification and Continued Compliance as defined in the attached operations specifications, in accordance with Rule 112 &amp; 288 of Civil Aviation Rules 1984, Air Navigation Orders-ANO (AOC) and the operations manual issued thereof.</p> |   |  |
| <b>Date of Issue</b><br><br>20 February 2023<br><br><b>Date of Initial Issue</b><br><br>25 February 2010  | <br><br><b>Air Vice Marshal M Mafidur Rahman, BBP, BSP, BUP, ndu, afwc, psc</b><br><b>Chairman</b>  |  |



**EXHIBIT F-3**

# OPERATIONS SPECIFICATIONS

(Subject to approved conditions in the operations manual)



## CIVIL AVIATION AUTHORITY OF BANGLADESH

Headquarters, Kurmitola, Dhaka-1229, Bangladesh  
Telephone: 880 2 890 1406 Fax: 880 2 890 1418 E-mail: dfsr@caab.gov.bd

AOC No. 02

Operator: BIMAN BANGLADESH AIRLINES LIMITED

Dbn trading name: Nil

Date: 25 May 2021

Signature:   
(Gp Capt Chy M Zia Ul Kabir)  
Member, Flight Standard & Regulations



| Aircraft Model  | Registration Mark                   |                                     |   |         |
|---|-------------------------------------|-------------------------------------|---|---------|
| Boeing 777-300ER  | S2-AFO, S2-AFP, S2-AHM & S2-AHN     |                                     |   |         |
| Types of operation: Commercial Air Transportation: <input checked="" type="checkbox"/> Passenger, <input checked="" type="checkbox"/> Cargo, <input type="checkbox"/> Other |                                     |                                     |   |         |
| Area(s) of operation: National, Regional & International  |                                     |                                     |   |         |
| Special limitations: Limited to Latitude 78 degrees   |                                     |                                     |   |         |
| SPECIFIC APPROVAL   | YES                                 | NO                                  | DESCRIPTION   | REMARKS |
| Dangerous goods   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |   |         |
| Low visibility operations   |                                     |                                     |   |         |
| Approach and landing  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | CAT: __, RVR: __m, DH: __ft   |         |
| Take-off  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | RVR: __m  |         |
| Operational Credit(s)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |   |         |
| RVSM <input type="checkbox"/> N/A   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |   |         |
| EDTO <input type="checkbox"/> N/A   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Threshold time: __ minutes<br>Maximum diversion time: __ minutes  |         |
| AR navigation specifications for PBN operations   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |   |         |
| Continuing Airworthiness  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | As approved in Biman Bangladesh Airlines Maintenance Organization Exposition & Maintenance Control Manual |         |
| EFB   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Class-1 EFB, JEPPESEN PRO   |         |
| Other   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | General Regulations   |         |

Issue-07, Date: 25 May 2021 (Supersedes all previous issues)

**OPERATIONS SPECIFICATIONS**

(Subject to approved conditions in the operations manual)


**CIVIL AVIATION AUTHORITY OF BANGLADESH**

Headquarters, Kurmitola, Dhaka-1229, Bangladesh  
 Telephone: 880 2 890 1406 Fax: 880 2 890 1418 E-mail: mfsr@caab.gov.bd


**AOC No. 02****Operator: Biman Bangladesh Airlines Ltd**

Dba trading name: N/A

Date: 24 March 2022

Signature:   
 (Gp Capt Md Mukeet-Ul-Alam Miah)  
 Director, (FSR & IA)

|  |  |                                     |   |                         |
|--|--|-------------------------------------|---|-------------------------|
| Aircraft Model   | Registration Mark                          |                                     |   |                         |
| <b>Boeing 787-8</b>  | <b>S2-AJS, S2-AJT, S2-AJU &amp; S2-AJV</b> |                                     |   |                         |
| <b>Boeing 787-9</b>  | <b>S2-AJY &amp; S2-AJX</b>                 |                                     |   |                         |
| Types of operation: Commercial Air Transportation: <input checked="" type="checkbox"/> Passenger & Cargo <input type="checkbox"/> All Cargo <input type="checkbox"/> Other   |  |                                     |   |                         |
| Area(s) of operation: National, Regional & International   |  |                                     |   |                         |
| Name of the destination(s)/station(s) where scheduled flight operation to be conducted by the aircraft: <b>International Stations:</b> OMAA/AUH, VTBS/BKK, OEDF/DMM, VIDP/DEL, OTHH/DOH, OMDB/DXB, OEJN/JED, VNKT/KTM, VECC/CCU, WMKK/KUL, OKBK/KWI, EGLL/LHR, EGCC/MAN, OEMA/MED, OOMS/MCT, OERK/RUH, OMSI/SHJ, WSSS/SIN, CYYZ/YYZ. <b>Domestic Station:</b> VGHS/DAC, VEGG/CGP, VGSV/ZYL, VGCN/CXB, VGBR/BZL, VGSD/SPD, VGTJ/JSR, VGRJ/RJH |  |                                     |   |                         |
| Special limitations: Limited to Latitude 78 degrees  |  |                                     |   |                         |
| <b>SPECIFIC APPROVAL</b>   | <b>YES</b>                                 | <b>NO</b>                           | <b>DESCRIPTION</b>  | <b>REMARKS</b>          |
| Dangerous goods  | <input checked="" type="checkbox"/>        | <input type="checkbox"/>            |   |                         |
| Low visibility operations  |  |                                     |   |                         |
| Approach and landing   | <input checked="" type="checkbox"/>        | <input type="checkbox"/>            | CAT: <u>II</u> , RVR: <u>300 m</u> , DH: <u>100 ft</u>            |                         |
| Take-off   | <input checked="" type="checkbox"/>        | <input type="checkbox"/>            | RVR: <u>150 m</u>   |                         |
| Operational Credit(s)  | <input type="checkbox"/>                   | <input checked="" type="checkbox"/> |   |                         |
| RVSM <input type="checkbox"/> N/A  | <input checked="" type="checkbox"/>        | <input type="checkbox"/>            |   |                         |
| EDTO <input type="checkbox"/> N/A  | <input checked="" type="checkbox"/>        | <input type="checkbox"/>            | Threshold time: 60 minutes<br>Maximum diversion time: 180 minutes |                         |
| AR navigation specifications for PBN operations  | <input type="checkbox"/>                   | <input checked="" type="checkbox"/> |   |                         |
| Continuing Airworthiness   | <input checked="" type="checkbox"/>        | <input checked="" type="checkbox"/> | CAMO Certificate Reference:<br>CAAB:MG:012                        |                         |
| EFB  | <input checked="" type="checkbox"/>        | <input type="checkbox"/>            | iPad as Class-1 EFB/Portable EFB<br>Class-3 EFB/installed         | Only Video Surveillance |
| Other  | <input checked="" type="checkbox"/>        | <input type="checkbox"/>            | NAT HLA, PBN & PBCS   | Continued on page-02    |

| OPERATIONS SPECIFICATIONS<br>(Subject to approved conditions in the operations manual) |                                     |   |        |   |
|--|-------------------------------------|---|--------|---|
|       |                                     | <b>CIVIL AVIATION AUTHORITY OF BANGLADESH</b><br>Headquarters, Kurmitola, Dhaka-1229, Bangladesh<br>Telephone: 880 2 890 1406 Fax: 880 2 890 1418. E-mail: mfsr@caab.gov.bd |        |   |
| Navigation Specification for PBN Operations  | <input checked="" type="checkbox"/> | <input type="checkbox"/>  | A-RNP  | a. Approval based upon GNSS, VOR/DME, DME/DME & IRS.<br>b. Valid for B-RNAV routes and P-RNAV routes/procedures.<br>c. Authorized for approaches to LNAV/VNAV or LNAV minima.<br>d. Authorized for RF & FRT legs<br>e. Authorized for TOAC.<br>f. AP required |
|  | <input checked="" type="checkbox"/> | <input type="checkbox"/>  | RNP 10 | a. Approval based upon GNSS.<br>b. FMS/IRS required.<br>c. AP required.   |
|  | <input checked="" type="checkbox"/> | <input type="checkbox"/>  | RNP 4  | a. Approval based upon GNSS.<br>b. FMS/IRS required.<br>c. AP required.<br>d. CPDLC required.<br>e. ADS-C required.   |

**Issue-09, Date: 24 March 2022 (Supersedes all previous issues)**

**OPERATIONS SPECIFICATIONS**  
(subject to approved conditions in the operations manual)



**CIVIL AVIATION AUTHORITY, BANGLADESH**

Headquarters, Kurmitola, Dhaka-1229, Bangladesh  
Telephone: 880 2 890 1406 Fax: 880 2 890 1418 E-mail: dfr@caab.gov.bd



**AOC No. 02**

**Operator: BIMAN BANGLADESH AIRLINES LIMITED**

Dba trading name: Nil

Date: 08 July 2019

Signature:   
Gp Capt Chy M Zia U Kabir  
Director, Flight Safety & Regulations

| Aircraft Model | Registration Mark                               |
|----------------|---|
| B737-800       | S2-AFL, S2-AFM, S2-AHO, S2-AHV, S2-AEQ & S2-AEW |

Types of operation: Commercial Air Transportation: ☒ Passenger, ☒ Cargo ☐ Other

Area(s) of operation: National, Regional & International

Special limitations: Limited to Latitude 78 degrees

| SPECIFIC APPROVAL                               | YES                                 | NO                                  | DESCRIPTION   | REMARKS |
|---|-------------------------------------|-------------------------------------|---|---------|
| Dangerous goods                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |   |         |
| Low visibility operations                       |                                     |                                     |   |         |
| Approach and landing                            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | CAT: _____ RVR: _____ m DH: _____ ft  |         |
| Take-off  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | RVR: _____ m  |         |
| Operational Credit(s)                           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |   |         |
| RVSM <input type="checkbox"/> N/A               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |   |         |
| EDTO <input type="checkbox"/> N/A               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Threshold time: _____ minutes<br>Maximum diversion time: _____ minutes                                    |         |
| AR navigation specifications for PBN operations | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |   |         |
| Continuing Airworthiness                        | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | As approved in Biman Bangladesh Airlines Maintenance Organization Exposition & Maintenance Control Manual |         |
| EFB   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Class-1 EFB, JEPPESEN PRO   |         |
| Other   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | General Regulations   |         |

**Issue: 05, Date: 08 July 2019 (Supersedes all previous issues)**

# OPERATIONS SPECIFICATIONS

(Subject to approved conditions in the operations manual)



## CIVIL AVIATION AUTHORITY OF BANGLADESH

Headquarters, Kurmitola, Dhaka-1229, Bangladesh  
Telephone: 880 2 890 1406 Fax: 880 2 890 1418 E-mail: nfar@caab.gov.bd

**AOC No. 02**

**Operator: Biman Bangladesh Airlines Ltd**

Db a trading name: N/A

Date: 25 July 2022

Signature:   
(Air Cdr Shah Kawsar Ahmed Choudhury)  
Member, (Flight Standard & Regulations)

| Aircraft Model   |                                     | Registration Mark                                  |  |         |
|--|-------------------------------------|--|--|---------|
| <b>DHC-8-400</b>   |                                     | <b>S2-AGR, S2-AJW, S2-AKD, S2-AKE &amp; S2-AKF</b> |  |         |
| Types of operation: Commercial Air Transportation: <input checked="" type="checkbox"/> Passenger & Cargo <input type="checkbox"/> All Cargo <input type="checkbox"/> Other   |                                     |  |  |         |
| Area(s) of operation: National, Regional & International   |                                     |  |  |         |
| Name of the destination(s)/station(s) where scheduled flight operation to be conducted by the aircraft: International Stations: VTBS/BKK, VIDP/DEL, VNKT/KTM, VECC/CCU, Domestic Station: VGHS/DAC, VGEG/CGP, VGSV/ZYL, VGCB/CXB, VGBR/BZL, VGSD/SPD, VGJR/JSR, VGRJ/RJH |                                     |  |  |         |
| Special limitations: Limited to Latitude 78 degrees  |                                     |  |  |         |
| SPECIFIC APPROVAL  | YES                                 | NO   | DESCRIPTION  | REMARKS |
| Dangerous goods  | <input checked="" type="checkbox"/> | <input type="checkbox"/>                           |  |         |
| Low visibility operations  |                                     |  |  |         |
| Approach and landing   | <input type="checkbox"/>            | <input checked="" type="checkbox"/>                | CAT: __, RVR: __m, DH: __ft                                      |         |
| Take-off   | <input type="checkbox"/>            | <input checked="" type="checkbox"/>                | RVR: __m   |         |
| Operational Credit(s)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/>                |  |         |
| RVSM <input type="checkbox"/> N/A  | <input type="checkbox"/>            | <input checked="" type="checkbox"/>                |  |         |
| EDTO <input type="checkbox"/> N/A  | <input type="checkbox"/>            | <input checked="" type="checkbox"/>                | Threshold time: __ minutes<br>Maximum diversion time: __ minutes |         |
| AR navigation specifications for PBN operations  | <input type="checkbox"/>            | <input checked="" type="checkbox"/>                |  |         |
| Continuing Airworthiness   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/>                | CAMO Certificate Reference:<br>CAAB:MG:012                       |         |
| EFB  | <input checked="" type="checkbox"/> | <input type="checkbox"/>                           | Class-1 EFB, JEPPESEN PRO  |         |
| Other  | <input type="checkbox"/>            | <input checked="" type="checkbox"/>                |  |         |

Issue-07, Date: 25 July 2022 (Supersedes all previous issues)



**CIVIL AVIATION AUTHORITY, BANGLADESH**  
**GENERAL REGULATIONS OF AOC NO.02**

01. The Operator shall submit flight schedule for operation of air transport services on specified routes well in advance for approval of the Chairman.
02. Pursuant to the provisions of Rule 289 of CAR, 1984 the Operator shall submit for prior approval of the Chairman, all proposals for fare/tariff to be charged for the carriage of passengers and freight on each route to be operated by it. Such fare/tariff shall not be published without prior approval of the Chairman. Levy of fares/tariffs, rates & charges shall be in accordance with Rule 290 of CAR, 1984.
03. No alteration in the route(s), the flight schedule and fare/tariff shall be made without approval of the Chairman, and any proposal for their change shall be submitted to the Chairman well in advance for approval.
04. The Operator shall conduct its operations so as not to involve breach of any obligations imposed upon the Government of Bangladesh under any international agreement.
05. Grant of the AOC or any modification of its Operations Specification shall not be construed as in any way absolving any person from the obligation of complying with the Civil Aviation Ordinance, 1960 and its any amendment thereof, or with the rules made there under or with any other statutory provisions governing aviation.
06. The Operator shall at all times, effect adequate insurance as required by the "Carriage by Air Act, 1934" and its any amendment thereof or with the rules made there under, including 'Third Party' risks to cover claims related to damage to personnel or property resulting from the crash or operation of its aircraft.
07. The officials of the Civil Aviation Authority, as may be authorized by the Chairman, shall have the right of access, in normal course of discharge of their duties, to the Operator's aircraft, maintenance facility, workshop, stores and offices, aircraft records and other relevant documents required for operation of aircraft.
08. The Operator shall submit monthly return of statistics on movement of traffic, passengers, cargo and mail in the prescribed form to the Chairman within 10th day of the following month.
09. The Operator shall conduct its business in accordance with the Companies Act, 1994 and shall comply with the instructions, which may be issued to the Company either by the Government direct or through the Chairman.
10. The financial accounts of the Company (Operator) shall be properly maintained and duly audited every year by Chartered Accountant and a copy in duplicate of the Annual Accounts and Auditor's Report shall be submitted to the Chairman.







## CIVIL AVIATION AUTHORITY, BANGLADESH

### GENERAL REGULATIONS OF AOC NO.02

11. No purchase of aircraft or engine by the Operator and no sale thereof shall be affected without prior approval of the Chairman.
12. No appointment to any high executive post requiring technical or flying experiences shall be made without prior approval of the Chairman.
13. The operator shall be liable for any expenses incurred by the Authority or Government in connection with air/sea Search & Rescue operations resulting from improper or negligent operation of the aircraft.
14. Charges/Expenses for the attributable damages to be made good by the Operator.
15. The Operator shall pay all aeronautical and non-aeronautical charges according to the rates prescribed by the Chairman.
16. The Operator shall not, as of right, be entitled to the extension/renewal of the period of the AOC granted if, for any reason, the Company wholly or partially ceases to operate their services or Chairman thinks that the continuation of operation of flights is not possible remaining within the framework of the policy made by the Government for the class of operation or non-compliance of Civil Aviation Rules, 1984 and related Air Navigation Orders issued there under; and any of the conditions of this AOC.
17. Nothing in the Operations Specifications and this General Regulations shall be construed as conferring upon the holder of this AOC, on its expiry any right to the issue of a new AOC for the operation of service or to the continuance of any other benefits arising from the provisions of this AOC or any privileges granted there under.
18. Subject to the provisions of Rule 297 of Civil Aviation Rules, 1984, Chairman may revoke or suspend for such period as he thinks fit, this AOC, if he is satisfied that any of the conditions thereof has not been complied with or that the failure to comply is due to any willful act or omission on the part of the holder of this AOC, or has been so frequent, or is due to such negligence on his part that the AOC should in the public interest be revoked, or as the case may be, suspended.
19. Operation of aircraft procured on wet leased shall be complied with the provision of Article 83bis of Chicago Convention and any other provision of the Civil Aviation Rules, 1984 and Air Navigation Orders made there under.
20. All aircraft mentioned above, while flying, shall carry all the documents mentioned in Rule 120 of CAR'84 and a certified copy of the Air Operator Certificate and copy of the Memorandum of Understanding regarding the responsibility of flight safety oversight of the aircraft while operating with the wet leased aircraft under Article 83bis of the Convention.





## CIVIL AVIATION AUTHORITY, BANGLADESH

### GENERAL REGULATIONS OF AOC NO.02

21. The aircraft and its component parts, accessories and appliances shall be maintained in an airworthy conditions in accordance with the maximum time limits set forth in the approved Aircraft Maintenance Schedule (AMS) including Component Operating and Storage Limit (COSL) for the accomplishment of the overhaul, periodic inspections, and routine checks of the aircraft and its component parts, accessories and appliances as per the requirement of CAA-Bangladesh.
22. The operator is authorised to carry out schedule maintenance as specified by CAAB.
23. Control of aircraft mass and balance including periodic aircraft weighing, determination of mass of passengers/crew/baggage, loading schedules and loading instruction are set forth in Operators Weight and Balance Manual and Flight Operations Manual and shall be complied with.
24. For leasing out of any aircraft mentioned in the Operations Specification, Operator shall apply to Chairman, CAAB and decision will be taken on case by case
25. AOC will be considered temporarily suspended while the operation is suspended /discontinued. Operation shall be liable to be discontinued /suspended for any one of the following reasons:
  - (a) Failure to comply operational & airworthiness requirements.
  - (b) Absence of required number of airworthy aircraft registered in Bangladesh in the name of the Operator.
  - (c) Disregard of safety and operating procedures by the Operator.
  - (d) Non-compliance of Civil Aviation Rules, 1984 and related Air Navigation Orders.
  - (e) Failing to make payment of the bills raised by CAAB within the period specified.
26. AOC shall be liable to be permanently suspended or cancelled for any one of the following reasons:
  - (a) Failure to register the required number of aircraft within one year period from the date of suspension of operation.
  - (b) Disregard of safety and operating procedures by the Operator.





**CIVIL AVIATION AUTHORITY, BANGLADESH**  
**GENERAL REGULATIONS OF AOC NO.02**

- (c) Non-compliance of Civil Aviation Rules, 1984 and related Air Navigation Orders.
  - (d) Running into heavy debt or being unable to meet the day-to-day liabilities by the Operator.
  - (e) Failing to make payment of the bills raised by CAAB within the period specified.
  - (f) Breach of any of the conditions mentioned above.
27. Operator shall be liable to deposit to Civil Aviation Authority, Bangladesh the original copy of the AOC in case of its suspension, revocation or cancellation in permanent nature.

**Wg Cdr SM Nazmul Anam**  
Director  
Flight Safety & Regulations



## **EXHIBIT G**

## EXHIBIT G

### BIMAN OPERATIONS

This Exhibit includes a history of Biman's operations; destinations Biman currently serves and has rendered services; and points where there is provision for Fifth Freedom Traffic Rights between selected points of foreign countries and points in the United States as per relevant Agreements.

Biman Bangladesh Airlines was established on January 4, 1972, through the promulgation of Presidential Order Number 2 of 1972. At the outset, the airline did not have any aircraft, fixed assets, or any form of capital. However, there was a pool of 2,500 personnel who had worked for Pakistan International Airlines (PIA) before the independence of Bangladesh. (Bangladesh was formed out of what was the eastern wing of Pakistan.) Bangladesh became independent in 1971 and had to fight a nine-month war with Pakistan to achieve its independence.

Biman's first aircraft was a DC-3 Dakota which was given to Bangladesh by India, and which was used for domestic flights between Dhaka and Chittagong. After this, Biman received two F-27 aircraft from India to run its domestic operations. Biman launched its international operations through charter of a DC-6 from BALAIR and a Boeing 707 from BCAL.

After this, Biman started purchasing aircraft and acquired six Boeing 707s between 1973 and 1982. All of these were phased out after 1986.

Biman replaced its B-707 aircraft in international service with DC-10-30 aircraft. Between 1983 and 1989, four DC-10-30s were acquired: three wide-bodied DC-10-30s joined in 1983, and one new DC-10-30 joined in 1989.

The 1980s was a new era in building Biman's fleet with new Fokker 28-4000 in 1981; in early 1990, Biman phased out its aging F27 aircraft and purchased two new ATPs to serve domestic and some regional destinations. In 1996 Biman also purchased two new Airbus 310-300s from Airbus Company and phased out its ATPs in 2004.

To modernize its fleet with new generation aircraft, Biman signed two agreements with Boeing in April and May 2008 for purchasing four new generation 777-300ER; four 787-8s; and two 737-800 aircraft. The four 777-300ER aircraft joined Biman fleet in October/November 2011, February 2014 and 21 March 2014. Two 737-800 aircraft joined Biman fleet in November/December 2015. Three Boeing 787-8 aircraft joined Biman fleet in August/December 2018 and August 2019. On 16 May 2019, a fifth Boeing 737-800 arrived to join Biman fleet, and a sixth Boeing 737-800 arrived to join Biman fleet in June 2019. A fourth new 787-8 aircraft was delivered by Boeing in September 2019. Two Boeing 787-9 planes were acquired in December 2019.

The first of the three Dash-8 planes purchased based on G2G agreement between the Governments of Bangladesh and Canada was added to the fleet on 26 December 2020 and the second & third are respectively in February 2021 and March 2021.

At present, the total number of aircraft in the fleet is 21. Of these, four are Boeing 777-300 ERs; four are Boeing 787-8s; two are Boeing 787-9s; six are Boeing 737-800s; and five are Dash 8-400 aircraft. A chart summarizing Biman's fleet is included in Exhibit H

Biman currently serves 20 international destinations, with service to two more international destinations to resume/begin in September 2023, and a further international destination is planned for late October 2023.

The top policy-making body for Biman is its Board. The present Chairman of the Board is the former senior Secretary of the Public Security Department of the Ministry of Home Affairs. The day-to-day management of the airline is conducted by a Managing Director who is also the Chief Executive. He is supported by Directors heading different

wings of the organization. The overall administrative control of the airline lies with the Ministry of Civil Aviation and Tourism of the Government.

A list of the international destinations served by Biman is set out as Exhibit G-1.

A chart showing the international and domestic destinations formerly and currently serviced by Biman, with details regarding the dates of commencement, suspension, and/or resumption is set out as Exhibit G-2.

A chart showing Biman's present and planned future new routes is set out as Exhibit G-3.

A chart showing the points where there is provision for Fifth Freedom Traffic Rights between selected points of foreign countries and points in the United States as per relevant Agreements is set out as Exhibit G-4.



**EXHIBIT G-1**

### International Destinations Where Biman Renders Service

| Serial No | Station   |
|-----------|---|
| 01        | Bangkok   |
| 02        | Singapore   |
| 03        | Kualalumpur   |
| 04        | Kathmandu   |
| 05        | New Delhi   |
| 06        | Kolkata   |
| 07        | Muscat  |
| 08        | Abu Dhabi   |
| 09        | Dubai   |
| 10        | Sharjah   |
| 11        | Doha  |
| 12        | Kuwait  |
| 13        | Dammam  |
| 14        | Riyadh  |
| 15        | Jeddah  |
| 16        | Medina  |
| 17        | London Heathrow                                       |
| 18        | Manchester  |
| 19        | Toronto   |
| 20        | Istanbul-Technical landing station for Toronto flight |
| 21        | Narita- Will resume operation from 01 Sep 2023        |
| 22        | Canton- Will start operation from 14 Sep 2023         |

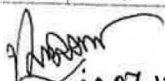
**EXHIBIT G-2**

# BIMAN BANGLADESH AIRLINES LIMITED

## Operating History of Biman

### A. International Destinations/ Stations

| S/No | Destinations/<br>Stations | Country        | Date of<br>Commencement | Date of<br>Suspension                | Date of<br>Resumption               | Remarks      |
|------|---------------------------|----------------|-------------------------|--------------------------------------|-------------------------------------|--------------|
| 01.  | London                    | UK             | 04 March 1972           | -                                    | -                                   | In operation |
| 02.  | Kolkata                   | India          | 28 April 1972           | -                                    | -                                   | In operation |
| 03.  | Bangkok                   | Thailand       | 23 November 1973        | 15 September 2012                    | 03 October 2012                     | In operation |
| 04.  | Kathmandu                 | Nepal          | 08 February 1974        | -                                    | -                                   | In operation |
| 05.  | Dubai                     | UAE            | 01 December 1974        | -                                    | -                                   | In operation |
| 06.  | Yangon                    | Myanmar        | 13 January 1976         | 29 October 2006<br>28 October 2019   | 09 December 2013                    | Suspended    |
| 07.  | Abu Dhabi                 | UAE            | 01 July 1976            | -                                    | -                                   | In operation |
| 08.  | Karachi                   | Pakistan       | 07 July 1976            | 10 September 2012                    | -                                   | Suspended    |
| 09.  | Mumbai                    | India          | 15 November 1976        | 29 October 2006                      | -                                   | Suspended    |
| 10.  | Singapore                 | Singapore      | 06 April 1977           | -                                    | -                                   | In operation |
| 11.  | Jeddah                    | KSA            | 20 March 1978           | -                                    | -                                   | In operation |
| 12.  | Doha                      | Qatar          | 12 April 1978           | -                                    | -                                   | In operation |
| 13.  | Amsterdam                 | The Netherland | 16 April 1978           | 30 October 1995                      | -                                   | Suspended    |
| 14.  | Kuala Lumpur              | Malaysia       | 17 January 1979         | -                                    | -                                   | In operation |
| 15.  | Athens                    | Greece         | 18 January 1979         | 04 March 1995                        | -                                   | Suspended    |
| 16.  | Muscat                    | Oman           | 01 May 1979             | -                                    | -                                   | In operation |
| 17.  | Tripoli                   | Libya          | 14 August 1979          | 08 April 1992                        | -                                   | Suspended    |
| 18.  | Tokyo                     | Japan          | 25 May 1980             | 01 June 1981<br>02 November 2006     | 01 November 1990                    | Suspended    |
| 19.  | Rome                      | Italy          | 02 April 1981           | 06 April 2015                        | -                                   | Suspended    |
| 20.  | Kuwait                    | Kuwait         | 18 April 1981           | 02 August 1990                       | 08 June 1991                        | In operation |
| 21.  | Baghdad                   | Iraq           | 23 April 1983           | 01 May 1988<br>01 August 1990        | 02 November 1989                    | Suspended    |
| 22.  | Bahrain                   | Bahrain        | 01 April 1986           | 26 March 2006<br>24 October 2011     | 28 March 2010                       | Suspended    |
| 23.  | Paris                     | France         | 15 November 1984        | 10 September 2006                    | -                                   | Suspended    |
| 24.  | Frankfurt                 | Germany        | 24 September 1987       | 21 September 2006<br>27 October 2014 | 31 March 2014                       | Suspended    |
| 25.  | Riyadh                    | KSA            | 24 November 1988        | -                                    | -                                   | In operation |
| 26.  | Nagoya                    | Japan          | 14 July 1992            | 26 January 1993                      | -                                   | Suspended    |
| 27.  | Sharjah                   | UAE            | 30 October 1989         | 30 September 1992                    | 25 January 2022                     | In operation |
| 28.  | Delhi                     | India          | 30 October 1992         | 15 September 2012<br>23 August 2014  | 04 May 2013<br>13 May 2019          | In operation |
| 29.  | Hong Kong                 | Hong Kong      | 29 March 1993           | 10 September 2012<br>22 August 2014  | 13 May 2013<br>06 July 2020 (Cargo) | In operation |
| 30.  | New York                  | USA            | 17 December 1993        | 22 February 1999<br>05 August 2006   | 14 May 1999                         | Suspended    |
| 31.  | Brussels                  | Amsterdam      | 30 October 1995         | 05 August 2006                       | -                                   | Suspended    |
| 32.  | Dammam                    | KSA            | 03 November 2000        | -                                    | -                                   | In operation |
| 33.  | Manchester                | UK             | 30 April 2006           | 25 March 2007<br>15 September 2012   | 02 November 2011<br>05 January 2020 | In operation |
| 34.  | Milan                     | Italy          | 14 November 2011        | 14 September 2012                    | -                                   | Suspended    |
| 35.  | Medina                    | KSA            | 28 October 2019         | -                                    | -                                   | In operation |
| 36.  | Toronto                   | Canada         | 27 July 2022            | -                                    | -                                   | In operation |
| 37.  | Canton                    | China          | 18 August 2022(Pax)     | -                                    | -                                   | In operation |

  
 29.07.2023  
**MD. WAHID MURAD**  
 Deputy Manager Planning (R & S)  
 Biman Bangladesh Airlines Ltd

# BIMAN BANGLADESH AIRLINES LIMITED

## Operating History of Biman

### B. Domestic Destinations/Stations

| S/No | Destinations/<br>Stations | Date of<br>Commencement | Date of<br>Suspension   | Date of<br>Resumption   | Remarks                     |
|------|---------------------------|-------------------------|---|---|-----------------------------|
| 01.  | Dhaka                     | 04 February 1972        | -   | -   | In operation                |
| 02.  | Chattogram                | 07 March 1972           | -   | -   | In operation                |
| 03.  | Sylhet                    | 07 March 1972           | -   | -   | In operation                |
| 04.  | Jashore                   | 09 March 1972           | 18 February 2007  | 06 April 2015   | In operation                |
| 05.  | Iswardi                   | 10 April 1972           | 01 July 1987<br>01 November 1996                                      | 17 July 1994<br>-   | Suspended<br>Station Closed |
| 06.  | Cumilla                   | 07 July 1972            | 01 September 1980<br>02 September 1981                                | -   | Suspended<br>Station Closed |
| 07.  | Thakurgaon                | 07 January 1973         | 21 July 1979  | -   | Suspended<br>Station Closed |
| 08.  | Cox's Bazar               | 01 January 1974         | 28 June 2012  | 06 April 2015   | In operation                |
| 09.  | Saidpur                   | 21 July 1979            | 20 February 2007  | 06 April 2015   | In operation                |
| 10.  | Rajshahi                  | 10 January 1984         | 20 February 2007  | 06 April 2015   | In operation                |
| 11.  | Barishal                  | 21 November 1995        | 06 May 1996<br>16 August 1998<br>08 November 2005<br>23 November 2006 | 24 November 1996<br>24 April 2003<br>01 January 2006<br>06 April 2015 | In operation                |

  
 20.07.2023  
 MD. WAHID MURAD  
 Deputy Manager Planning (R & S)  
 Biman Bangladesh Airlines Ltd

**EXHIBIT G-3**

Present and Future new routes of Biman Bangladesh Airlines Ltd.

a. Present Route (Fiscal Year 2023-24)

| International   | Domestic  |
|---|---|
| DAC-AUH-DAC<br>DAC-AUH-ZYL-DAC<br>DAC-BKK-DAC<br>DAC-CCU-DAC<br>DAC-CGP-AUH-CGP-DAC<br>DAC-CGP-DXB-CGP-DAC<br>DAC-CGP-DXB-DAC<br>DAC-JED-DAC<br>DAC-CGP-JED-CGP-DAC<br>DAC-CGP-MCT-CGP-DAC<br>DAC-ZYL-JED-ZYL-DAC<br>DAC-CGP-MCT-DAC<br>DAC-DEL-DAC<br>DAC-DMM-DAC<br>DAC-RUH-DAC<br>DAC-MED-DAC<br>DAC-CGP-MED-CGP-DAC<br>DAC-DOH-DAC<br>DAC-DOH-CGP-DAC<br>DAC-CGP-DOH-CGP-DAC<br>DAC-ZYL-DOH-ZYL-DAC<br>DAC-DXB-DAC<br>DAC-ZYL-DXB-ZYL-DAC<br>DAC-CGP-DXB-CGP-DAC<br>DAC-CGP-JED-CGP-DAC<br>DAC-JED-DAC<br>DAC-JED-ZYL-DAC<br>DAC-SHJ-DAC<br>DAC-CGP-SHJ-CGP-DAC<br>DAC-KTM-DAC<br>DAC-KUL-DAC<br>DAC-KWI-DAC<br>DAC-KWI-CGP-DAC<br>DAC-ZYL-LHR-ZYL-DAC<br>DAC-ZYL-MAN-ZYL-DAC<br>DAC-MCT-CGP-DAC<br>DAC-ZYL-MCT-ZYL-DAC<br>DAC-CGP-MCT-CGP-DAC<br>DAC-MCT-DAC<br>DAC-SIN-DAC<br>DAC-IST-YYZ-IST-DAC | DAC-SPD--CXB-DAC<br>DAC-CXB-SPD-DAC<br>DAC-CGP-DAC<br>DAC-CXB-DAC<br>DAC-ZYL-DAC<br>DAC-SPD-DAC<br>DAC-RJH-DAC<br>DAC-JSR-DAC<br>DAC-BZL-DAC<br>DAC-ZYL-CXB-ZYL-DAC |

b. Routes either to Open or resume (Fiscal Year 2023-24)

| International   | Domestic |
|---|----------|
| DAC-ADB-JFK-ADB-DAC<br>DAC-NRT-DAC from 01 Sep 2023<br>DAC-CAN-DAC-- From 14 Sep 2023<br>DAC-MAA-DAC FROM 29 Oct 2023<br>DAC-SYD-DAC<br>DAC-FCO-DAC |          |



**EXHIBIT G-4**

### **Biman Bangladesh Airlines**

#### **Provision for exercising Fifth Freedom Traffic Rights between selected points of foreign countries and points in USA as per respective ASA with Bangladesh**

| Points of Arrival          | Beyond Points in USA        | Provision in the respective ASA for Fifth Freedom Traffic Rights by the designated airlines of Bangladesh |
|----------------------------|-----------------------------|---|
| Amsterdam, The Netherlands | Points in USA               | YES   |
| Abu Dhabi, UAE             | Open Sky Policy             | YES   |
| Brussels, Belgium          | New York                    | YES   |
| Istanbul, Turkey           | One point to be specified   | YES   |
| Izmir, Turkey              | -                           | -   |
| Manchester, UK             | Beyond points not specified | YES   |
| Birmingham, UK             | Beyond points not specified | YES   |
| New Delhi, India           | New York                    | YES   |
| Rome, Italy                | -                           | NO  |

## **EXHIBIT H**

## EXHIBIT H

### AIRCRAFT OWNED OR LEASED

Included in this Exhibit are a list of aircraft owned or leased by Biman as of 22 July 2023. The passenger capacities of the aircraft and the Registration Numbers are also shown in the chart as well as the dates of acquisition.

**Biman Bangladesh Airlines Limited**


Corporate Planning Division

Statement of Fleet as on 22 July 2023A. Own aircraft:

| S/N. | Type of Aircraft | Reg. No. | MSN   | Pax Capacity       | Acquired from      | Date of Acquisition |
|------|------------------|----------|-------|--------------------|--------------------|---------------------|
| 01.  | 777-300ER        | S2-AFO   | 40122 | 35J+384Y (419)     | Boeing Company     | 21 Oct 2011         |
| 02.  | 777-300ER        | S2-AFP   | 40123 | 35J+384Y (419)     | Boeing Company     | 23 Nov 2011         |
| 03.  | 777-300ER        | S2-AHM   | 40120 | 35J+384Y (419)     | Boeing Company     | 05 Feb 2014         |
| 04.  | 777-300ER        | S2-AHN   | 40121 | 35J+384Y (419)     | Boeing Company     | 21 Mar 2014         |
| 05.  | 737-800          | S2-AHO   | 40334 | 12J+150Y (162)     | Boeing Company     | 24 Nov 2015         |
| 06.  | 737-800          | S2-AHV   | 40335 | 12J+150Y (162)     | Boeing Company     | 22 Dec 2015         |
| 07.  | 787-8            | S2-AJS   | 40126 | 24J+247Y (271)     | Boeing Company     | 17 Aug 2018         |
| 08.  | 787-8            | S2-AJT   | 40127 | 24J+247Y (271)     | Boeing Company     | 29 Nov 2018         |
| 09.  | 787-8            | S2-AJV   | 40125 | 24J+247Y (271)     | Boeing Company     | 23 Jul 2019         |
| 10.  | 787-8            | S2-AJU   | 40124 | 24J+247Y (271)     | Boeing Company     | 10 Sept 2019        |
| 11.  | 787-9            | S2-AJX   | 60327 | 30J+21W+247Y (298) | Boeing Company     | 23 Dec 2019         |
| 12.  | 787-9            | S2-AJY   | 60328 | 30J+21W+247Y (298) | Boeing Company     | 20 Dec 2019         |
| 13.  | Dash8-400        | S2-AGR   | 4368  | 74Y                | Smart Aviation     | 30 Jun 2020         |
| 14.  | Dash8-400        | S2-AKD   | 4622  | 74Y                | CCC (De Havilland) | 20 Nov 2020         |
| 15.  | Dash8-400        | S2-AKE   | 4626  | 74Y                | CCC (De Havilland) | 19 Feb 2021         |
| 16.  | Dash8-400        | S2-AKF   | 4627  | 74Y                | CCC (De Havilland) | 25 Feb 2021         |
| 17.  | 737-800          | S2-AFL   | 28648 | 12J+150Y (162)     | Celestial Aviation | 23 Dec 2021         |
| 18.  | 737-800          | S2-AFM   | 28653 | 12J+150Y (162)     | Celestial Aviation | 23 Dec 2021         |

B. Leased Aircraft (Dry):

| S/N. | Type of Aircraft | Reg. No. | MSN   | Pax Capacity   | Lessor's Name & Address   | Lease Term | Date of Acquisition |
|------|------------------|----------|-------|----------------|---|------------|---------------------|
| 01.  | Dash8-400        | S2-AJW   | 4208  | 74Y            | NAC Aviation 24 Ltd., 5 <sup>th</sup> Floor, Bedford Place, Henry Street, Limerick City, Limerick, Ireland                            | 60 months  | 13 Sep 2018         |
| 02.  | 737-800          | S2-AEQ   | 37932 | 12J+150Y (162) | ALAFCO Irish Aircraft Leasing Three Ltd., 2 <sup>nd</sup> Floor, Block 5, Irish Life Centre, Abbey Street, Dublin 1, D01P767, Ireland | 72 months  | 14 May 2019         |
| 03.  | 737-800          | S2-AEW   | 37934 | 12J+150Y (162) |   | 72 months  | 28 Jun 2019         |

  
25.07.2023  
**MD. WAHID MURAD**  
Deputy Manager Planning (R & S)  
Biman Bangladesh Airlines Ltd.

## **EXHIBIT I**

## EXHIBIT I

### AIRCRAFT MAINTENANCE

The maintenance of Biman's B787-8, B787-9, B777-300ER and B737-800 aircraft is performed at Dhaka, Bangladesh (base) by Biman's own Part-145 Maintenance Organization which is approved by Civil Aviation of Bangladesh (CAAB) up to "C" Check.

Biman's Aircraft Maintenance Program complies with the provision of ICAO Pilots and Airmen Annexes 1, 6 (Part-1) and 7.

Operator's (Biman) home country (Bangladesh) is a contracting State to the Convention on International Civil Aviation.



## **EXHIBIT J**

## EXHIBIT J

### AGREEMENTS OR COOPERATIVE WORKING ARRANGEMENTS BETWEEN BIMAN AND ANY U.S. OR FOREIGN AIR CARRIER

Biman has not entered into any agreements or cooperative working arrangements with any U.S. or foreign air carrier affecting the proposed services to the United States which are not on file.

Biman entered into a code-sharing agreement with Gulf Air, the national carrier of the Kingdom of Bahrain, on August 9, 2023. Under this agreement passengers can travel from Dhaka to Manama, Bahrain, and from Manama, Bahrain, to Dhaka with onward connections to Chattogram and Sylhet by both airlines (Biman and Gulf Air).

## **EXHIBIT K**

## EXHIBIT K


### FINANCIAL INFORMATION

Biman's most recently available Balance Sheets and Profit and Loss Statements (with figures in taka and USD) are attached.

This information, prepared by Biman's auditors, covers the periods ending June 30, 2021, and June 30, 2022.

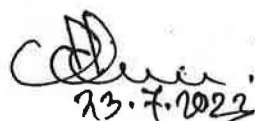
**Biman Bangladesh Airlines Limited**  
**Consolidated Statement of Financial Position**  
**As at 30 June 2021 and 30 June 2022**

| Particulars                                 | Amount in BDT          | Amount in USD        | Amount in BDT          | Amount in USD        |
|---|------------------------|----------------------|------------------------|----------------------|
|   | 30 June 2022           |                      | 30 June 2021           |                      |
| <b>ASSETS</b>                               |                        |                      |                        |                      |
| <b>Non-Current Assets</b>                   |                        |                      |                        |                      |
| Property, Plant and Equipment               | 128,405,025,417        | 1,440,325,580        | 133,805,955,170        | 1,575,114,246        |
| Capital Work In Progress                    | 150,150,468            | 1,684,245            | 45,480,216             | 535,376              |
| Right of Use Assets                         | 1,550,287,508          | 17,389,652           | 2,130,317,715          | 25,077,313           |
| Intangible Assets                           | 5,134,213,223          | 57,590,726           | 5,086,064,309          | 59,871,269           |
| Deferred Tax Assets                         | 17,270,549             | 193,725              | 1,387,749,056          | 16,336,069           |
|   | <b>135,256,947,165</b> | <b>1,517,183,928</b> | <b>142,455,566,466</b> | <b>1,676,934,273</b> |
| <b>Current Assets</b>                       |                        |                      |                        |                      |
| Stores and Spares                           | 4,001,458,841          | 44,884,564           | 3,909,176,942          | 46,017,386           |
| Sundry Debtors                              | 6,122,367,429          | 68,674,901           | 3,698,843,987          | 43,541,424           |
| Advances, Deposits and Prepayments          | 4,259,725,694          | 47,781,556           | 4,516,408,161          | 53,165,487           |
| Advance Income Tax                          | 1,099,768,643          | 12,336,160           | 1,072,435,067          | 12,624,309           |
| Accrued Interest on Fixed Deposit Receipt   | 33,976,252             | 381,113              | 39,836,118             | 468,936              |
| Investment in Fixed Deposit Receipt (FDR)   | 1,415,140,988          | 15,873,707           | 1,426,805,363          | 16,795,825           |
| Cash and Cash Equivalents                   | 11,588,066,526         | 129,983,921          | 4,057,748,202          | 47,766,312           |
|   | <b>28,520,504,371</b>  | <b>319,915,921</b>   | <b>18,721,253,840</b>  | <b>220,379,680</b>   |
| <b>Total Assets</b>                         | <b>163,777,451,536</b> | <b>1,837,099,849</b> | <b>161,176,820,306</b> | <b>1,897,313,953</b> |
| <b>EQUITIES &amp; LIABILITIES</b>           |                        |                      |                        |                      |
| <b>Equity</b>                               |                        |                      |                        |                      |
| Share Capital                               | 20,824,096,400         | 233,584,929          | 20,824,096,400         | 245,133,566          |
| Government Equity                           | 6,837,741,109          | 76,699,283           | 6,837,741,109          | 80,491,361           |
| Retained Earnings/(Loss)                    | (6,404,624,624)        | (71,840,994)         | (9,408,560,144)        | (110,754,092)        |
| <b>Attributable to Bimans' owner</b>        | <b>21,257,212,885</b>  | <b>238,443,218</b>   | <b>18,253,277,366</b>  | <b>214,870,834</b>   |
| Non Controlling Interests                   | 126,372,763            | 1,417,530            | 105,658,406            | 1,243,772            |
|   | <b>21,383,585,648</b>  | <b>239,860,748</b>   | <b>18,358,935,771</b>  | <b>216,114,606</b>   |
| <b>Non Current Liabilities</b>              |                        |                      |                        |                      |
| Loans and Borrowings                        | 74,969,782,856         | 840,939,796          | 86,789,316,484         | 1,021,651,754        |
| Lease Liabilities                           | 1,004,199,411          | 11,264,155           | 1,591,282,092          | 18,731,985           |
| Employee Benefits Liabilities               | 7,340,078,660          | 82,334,029           | 5,800,636,851          | 68,282,953           |
| Deferred Tax Liabilities                    | -                      | -                    | -                      | -                    |
|   | <b>83,314,060,927</b>  | <b>934,537,980</b>   | <b>94,181,235,426</b>  | <b>1,108,666,691</b> |
| <b>Current Liabilities and Provisions</b>   |                        |                      |                        |                      |
| Trade and Other Payables                    | 37,628,615,309         | 422,082,056          | 32,454,347,553         | 382,040,583          |
| Unearned Transportation Revenue             | 9,581,923,970          | 107,480,919          | 2,818,344,237          | 33,176,507           |
| Lease Liabilities                           | 763,464,344            | 8,563,818            | 566,994,016            | 6,674,444            |
| Loans and Borrowings                        | 8,261,327,629          | 92,667,724           | 10,374,998,920         | 122,130,652          |
| Workers Profit Participation & welfare Fund | 273,275,440            | 3,065,344            | 155,472,530            | 1,830,165            |
| Current Tax Liabilities                     | 2,571,198,269          | 28,841,259           | 2,266,491,850          | 26,680,304           |
|   | <b>59,079,804,961</b>  | <b>662,701,121</b>   | <b>48,636,649,107</b>  | <b>572,532,656</b>   |
| <b>Total Equities and Liabilities</b>       | <b>163,777,451,536</b> | <b>1,837,099,849</b> | <b>161,176,820,306</b> | <b>1,897,313,953</b> |

  
 23.7.23  
 Mohammad Ashraf Alam FCMA  
 Deputy General Manager  
 Central Accounts (Add. Charge)  
 Biman, Balaka, Dhaka

**Biman Bangladesh Airlines Limited**  
**Consolidated Statement of Profit or Loss and Other Comprehensive Income**  
**For the year ended 30 June 2021 & 30 June 2022**

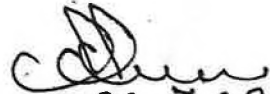
| Particulars  | Amount in Taka         |                     | Amount in USD          |                     |
|--|------------------------|---------------------|------------------------|---------------------|
|  | 30 June 2022           |                     | 30 June 2021           |                     |
| Operating Revenue  | 69,142,731,135         | 775,577,466         | 41,075,472,368         | 483,525,278         |
| Operating Expenses   | (57,303,739,003)       | (642,778,901)       | (33,772,851,108)       | (397,561,520)       |
| <b>Operating Profit/(Loss)</b>   | <b>11,838,992,133</b>  | <b>132,798,566</b>  | <b>7,302,621,260</b>   | <b>85,963,758</b>   |
| Non-operating Revenue  | 210,070,315            | 2,356,369           | 208,431,326            | 2,453,577           |
| Non-operating Expenses   | (4,972,932,837)        | (55,781,636)        | (3,621,827,568)        | (42,634,815)        |
| <b>Non-operating Profit/ (Loss)</b>                                    | <b>(4,762,862,522)</b> | <b>(53,425,267)</b> | <b>(3,413,396,242)</b> | <b>(40,181,239)</b> |
| <b>Profit/(Loss) before Interest &amp; Tax</b>                         | <b>7,076,129,610</b>   | <b>79,373,299</b>   | <b>3,889,225,018</b>   | <b>45,782,519</b>   |
| Finance Expense  | (2,004,714,731)        | (22,486,985)        | (1,951,983,087)        | (22,978,023)        |
| <b>Net Profit/(Loss) for the year before WPPF and Tax</b>              | <b>5,071,414,879</b>   | <b>56,886,314</b>   | <b>1,937,241,931</b>   | <b>22,804,496</b>   |
| Workers' Profit Participation & Welfare Fund                           | 241,635,551            | 2,710,438           | 92,361,964             | 1,087,251           |
| <b>Net Profit/(Loss) for the year before Tax</b>                       | <b>4,829,779,328</b>   | <b>54,175,876</b>   | <b>1,844,879,966</b>   | <b>21,717,245</b>   |
| Current Tax Income/(Expenses)  | (437,496,964)          | (4,907,425)         | (261,237,409)          | (3,075,190)         |
| Deferred Tax Income/(Expenses)   | 5,554,222              | 62,302              | 407,418                | 4,796               |
| <b>Total Tax Income/(Expenses)</b>                                     | <b>(431,942,742)</b>   | <b>(4,845,123)</b>  | <b>(260,829,992)</b>   | <b>(3,070,394)</b>  |
| <b>Net profit /(Loss) after Tax for the year</b>                       | <b>4,397,836,587</b>   | <b>49,330,753</b>   | <b>1,584,049,975</b>   | <b>18,646,851</b>   |
| Other Comprehensive Income   | -                      | -                   | -                      | -                   |
| <b>Total Comprehensive Income/(Loss) for the year</b>                  | <b>4,397,836,587</b>   | <b>49,330,753</b>   | <b>1,584,049,975</b>   | <b>18,646,851</b>   |
| <b>Profit/(Loss) for the year attributable to:</b>                     |                        |                     |                        |                     |
| Owners of the company  | 4,377,122,230          | 49,098,399          | 1,568,972,964          | 18,469,370          |
| Non-controlling interest   | 20,714,357             | 232,354             | 15,077,011             | 177,481             |
|  | <b>4,397,836,587</b>   | <b>49,330,753</b>   | <b>1,584,049,975</b>   | <b>18,646,851</b>   |
| <b>Total Comprehensive Income/(Loss) for the year attributable to:</b> |                        |                     |                        |                     |
| Owners of the company  | 4,377,122,230          | 49,098,399          | 1,568,972,964          | 18,469,370          |
| Non-controlling interest   | 20,714,357             | 232,354             | 15,077,011             | 177,481             |
|  | <b>4,397,836,587</b>   | <b>49,330,753</b>   | <b>1,584,049,975</b>   | <b>18,646,851</b>   |

  
23.7.2022

Mohammad Ashraf Alam FCMA  
Deputy General Manager  
Central Accounts (Addl. Charge)  
Biman, Balaka, Dhaka

**BIMAN BANGLADESH AIRLINES LTD.**  
**Financial Information as per audited accounts**

| No. | Particulars                                 | FY 2021-22  |               | FY 2020-21      |               |
|-----|---|---|---------------|-----------------|---------------|
|     |   | Amount in BDT   | Amount in USD | Amount in BDT   | Amount in USD |
| 1   | Passenger Revenue                           | 46,851,079,780  | 525,530,901   | 24,193,954,206  | 284,802,286   |
| 2   | Cargo Revenue                               | 3,780,640,861   | 42,407,637    | 2,014,726,550   | 23,716,616    |
| 3   | Other Transport Revenue (Non-schedule)      | 3,478,003,364   | 39,012,937    | 1,891,878,814   | 22,270,498    |
| 4   | Operating Expenses                          | 57,303,739,003  | 642,778,901   | 33,772,851,108  | 397,561,520   |
| 5   | Non-operating revenue Items                 | Currency exchange gain, rent collection, gain from disposal assets, interest income, interline gain etc.          |               |                 |               |
| 6   | Non-operating Expenses Items                | Currency exchange loss, store obsolescence, bad & doubtful expenses, loss on disposal assets, interline loss etc. |               |                 |               |
| 7   | Profit / (Loss) after Income Tax            | 4,397,836,587   | 49,330,753    | 1,584,049,975   | 18,646,851    |
| 8   | Current Assets                              | 28,520,504,371  | 319,915,921   | 18,721,253,840  | 220,379,680   |
| 9   | Flight Equipment (After Dep.)               | 115,362,535,103   | 1,294,027,315 | 120,457,203,270 | 1,417,977,672 |
| 10  | Other Assets (Non-current Assets)           | 135,256,947,165   | 1,517,183,928 | 142,455,566,466 | 1,676,934,273 |
| 11  | Total Assets (Sum of 8 & 10)                | 163,777,451,536   | 1,837,099,849 | 161,176,820,306 | 1,897,313,953 |
| 12  | Current Liabilities                         | 59,079,804,961  | 662,701,121   | 48,636,649,107  | 572,532,656   |
| 13  | Other Liabilities (Non-current Liabilities) | 83,314,060,927  | 934,537,980   | 94,181,235,426  | 1,108,666,691 |
| 14  | Long-term debt (Loans & Borrowings)         | 74,969,782,856  | 840,939,796   | 86,789,316,484  | 1,021,651,754 |
| 15  | Capital Stock                               | 20,824,096,400  | 233,584,929   | 20,824,096,400  | 245,133,566   |
| 16  | Total Liabilities & Equity                  | 163,777,451,536   | 1,837,099,849 | 161,176,820,306 | 1,897,313,953 |

  
 23.7.23  
 Mohammad Ashraf Alam FCMA  
 Deputy General Manager  
 Central Accounts (Addl. Charge)  
 Biman, Balaka, Dhaka



## **EXHIBIT L**

## EXHIBIT L

### FINANCIAL ASSISTANCE FROM GOVERNMENT

Biman Bangladesh Airlines Limited, being a public sector entity, a Public Limited Company, receives financial support from the Government in the form of equity participation and loans.

# **EXHIBIT M**

## EXHIBIT M

### TWELVE MONTH ESTIMATE OF TRAFFIC

This Exhibit contains Standard Costing for flights using B787-9 A/C for the route DAC-ADB-NYC-ADB-DAC. The estimates are based on numbers estimated by Biman's Market Research Department.

Also included is information from Biman's New York Station on the flights operated in the 1990s through 2005-06. This was derived from previous traffic figures when Biman operated flights with a DC-10 via both BRU, DEL and DXB. Biman has also forecasted data for the 787-800/900 A/C based on its System Performance Book and its own assumptions.

Amount in USD

| Standard Costing of DAC-ADB-JFK-ADB-DAC using 787-9 |                             |                                  |                                     |
|---|-----------------------------|----------------------------------|-------------------------------------|
| PARTICULARS   | Per Flight (Roundtrip) Cost | Weekly 5 Flight (Roundtrip) Cost | Yearly 260 Flights (Roundtrip) Cost |
| PASSENGER REVENUE                                   | 379,850                     | 1,899,250                        | 98,761,000                          |
| CARGO RVENUE  | 36,000                      | 180,000                          | 9,360,000                           |
| EXCESS BAGGAGE                                      | 7,597                       | 37,985                           | 1,975,220                           |
| TOTAL REVENUE INCOME                                | 423,447                     | 2,117,235                        | 110,096,220                         |
| TOTAL FLIGHT RELATED VARIABLE COST                  | 414,706                     | 2,073,528                        | 107,823,444                         |
| TOTAL PAX RELATED VARIABLE COST                     | 56,864                      | 284,320                          | 14,784,618                          |
| TOTAL VARIABLE COST                                 | 471,569                     | 2,357,847                        | 122,608,062                         |
| CONTRIBUTION TO VC                                  | (48,122)                    | (240,612)                        | (12,511,842)                        |
| TOTAL DIRECT FIXED COST                             | 70,870                      | 354,351                          | 18,426,269                          |
| TOTAL DIRECT OPERATING COST (DOC)                   | 542,440                     | 2,712,199                        | 141,034,332                         |
| CONTRIBUTION TO VC                                  | (118,993)                   | (594,964)                        | (30,938,112)                        |
| TOTAL INDERECT OPERATING COST                       | 85,765                      | 428,825                          | 22,298,898                          |
| TOTAL COST (TOC)                                    | 628,205                     | 3,141,024                        | 163,333,230                         |
| NET PROFIT (LOSS)                                   | (204,758)                   | (1,023,789)                      | (53,237,010)                        |
| COST(DOC) PER REVENUE BLOCK HOUR in USD             | 15,036                      | 15,036                           | 15,036                              |
| COST(TOC) PER REVENUE BLOCK HOUR in USD             | 17,414                      | 17,414                           | 17,414                              |
| No Of Flight (Round Trip)                           | 1                           | 5                                | 260                                 |
| NO OF CYCLE   | 4                           | 20                               | 1,040                               |
| FLYING HOUR   | 34                          | 168                              | 8,723                               |
| TOTAL NO OF PAX                                     | 476                         | 2,380                            | 123,760                             |
| REVENUE PAX K.M. (IN LAKH)                          | 67                          | 334                              | 17,360                              |
| AVAILABLE SEAT K.M. (IN LAKH)                       | 83                          | 417                              | 21,701                              |
| CABIN FACTOR  | 80%                         | 80%                              | 80%                                 |
| BLOCK HOUR  | 36                          | 180                              | 9,380                               |
| CARGO In TON  | 15                          | 90                               | 4,680                               |

## NOTES

1. This costing has been prepared based on the data of Jul'23 which will vary in reality on the basis of the changes of Block Hour, Fuel Rate, Exchange Rates & other variable factors.
2. Airport Charges (as per IATA ACIC) & Fuel Price have been provided by Route & Fuel Section. Fuel price at JFK is 9.70 USD per USG which is very high. For that reason, costing is showing high amount.
3. Block Hour has been provided by Central Control Dept.
4. For Traffic Handling Charges, YYZ rate has been considered as Ground handling agreement has not been completed regarding JFK yet.
5. Exchange rate of Jul'23 has been considered for this costing.
6. For whole route, 80% Cabin Factor has been considered.
7. For Overflying Charges, rate of DAC-IST-YYZ-IST-DAC has been considered.
8. Pax Travel tax has not been included in this costing

PREVIOUS FIG of NEW YORK STATION

| Fiscal Year | Flight | NYC-DAC | NYC-BRU | NYC-DEL | NYC-DXB | TOTAL |
|-------------|--------|---------|---------|---------|---------|-------|
| 1990-00     | 109    | 13846   | 120     | 3726    | 11      | 17703 |
| 2000-01     | 158    | 19035   | 604     | 3903    | 457     | 23999 |
| 2001-02     | 113    | 15876   | 1060    | 685     | 124     | 17745 |
| 2002-03     | 104    | 13244   | 1254    | 0       | 0       | 14498 |
| 2003-04     | 105    | 16024   | 1137    | 0       | 0       | 17161 |
| 2004-05     | 104    | 15886   | 989     | 0       | 0       | 16875 |
| 2005-06     | 79     | 10971   | 484     | 0       | 0       | 11455 |

Source: System Performance Book

FORCASTED DATA

|            |             |
|------------|-------------|
| AIRCRAFT   | 787-800/900 |
| CF         | 70%         |
| PASSENGER  | 62000       |
| AVG/LEG    | 191         |
| WEEKLY FRQ | 3           |

Source: System Performance Book and Our Own Assumptions

As we have no farcasted tools right now.

  
 16/07/2023  
 Mohammed Salahuddin  
 General Manager - Marketing  
 Biman, Balaka, Dhaka

## **EXHIBIT N**



## EXHIBIT N

### STATEMENT OF RECIPROCITY

As set forth in Biman's initial Application for a Foreign Air Carrier Permit, at the time of filing there was no Air Transport Agreement (ATA) between Bangladesh and the United States. However, the Government of Bangladesh expressed to the Government of the United States by a letter dated November 27, 1992, from the Ambassador of the People's Republic of Bangladesh to the U.S. Secretary of State that it was willing to grant comparable rights to United States carriers if Biman's Applications (filed in December 1992 for a Foreign Air Carrier Permit and Exemption Authority) were to be approved.

Since then, an Air Transport Agreement has come into force.

On September 30, 2020, in Dhaka, Bangladesh, Ambassador Earl R. Miller and Ministry of Civil Aviation and Tourism Senior Secretary Mohamed Mohibul Haque signed the Air Transport Agreement between the Government of the United States of America and the Government of the People's Republic of Bangladesh. This bilateral Agreement establishes a modern civil aviation relationship with Bangladesh consistent with U.S. Open Skies international aviation policy. It includes unrestricted capacity and frequency of services, open route rights, a liberal charter regime, and open code-sharing opportunities.

The Agreement entered into force upon signing.

## **EXHIBIT O**

## EXHIBIT O

### POLICY TOWARD U.S. CARRIERS

In general, traffic rights are negotiated and granted usually on a reciprocal basis to the designated carrier of a country willing to conclude a bilateral Air Transport Agreement (ATA) with the Government of Bangladesh.

As set out in Exhibit N, Bangladesh and the United States entered into an Open Skies Air Transport Agreement which went into effect upon signing on September 30, 2020. This ATA governs the aviation policy toward U.S. carriers.

## **EXHIBIT P**

## EXHIBIT P

### SAFETY VIOLATIONS, TARIFF VIOLATIONS AND FATAL ACCIDENTS

Biman has been an IOSA (IATA Operational Safety Audit) registered airline since 2008. The IATA Operational Safety Audit is an internationally recognized and accepted system for assessing the operational management and control systems of an operator. IOSA is based on industry-proven quality audit principles and structured to ensure a standardized audit with consistent results.

Biman's latest published IOSA audit took place from Sunday, August 28, 2022, to Thursday, September 01, 2022. The identification number of the IOSA audit is IAR ID: IOSA-BBC-QA-2022. The audit was completed, verified, and closed on Wednesday, December 14, 2022. The audit certified that each Corrective Action Plan(s) had been implemented by Biman, and that Biman was in conformity with IOSA Standards.

The 691-page audit has not been included for reasons of space, but will be provided in PDF format upon request.

There has not been any fatal accident or tariff violation in the last five years. However, there was an accident involving a DHC 8-400 aircraft on 8 May 2019 in Yangon, with hull loss but no fatalities.

## **EXHIBIT Q**

**EXHIBIT Q**

**WAIVER OF LIABILITY PURSUANT TO WARSAW CONVENTION**

A Waiver of Liability Agreement, OST Form 4523, will be filed with the Department of Transportation Dockets Section.

A copy of the Agreement is attached as Exhibit Q-1.



EXHIBIT Q-1



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 Biman Bangladesh Airlines Ltd.

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

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

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

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

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

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

\*Either alternative may be used.

(Signature and Date) \_\_\_\_\_

(Printed Name and Title) Md. Naoshad Hossain, Chief Financial Officer

(Name and Address of Carrier) Biman Bangladesh Airlines Ltd.; Head Office, Balaka,

Kurmitola, Dhaka-1229, Bangladesh

## **EXHIBIT R**

## EXHIBIT R

### SECURITY PROGRAM

Biman started operating flights to the U.S. in 1993. Until it ceased flying to JFK, Biman always coordinated its security operations with the responsible U.S. officials. In fact, Biman adopted the FAA's model security program before it began flying to JFK. Since then, Biman has worked closely with all involved U.S. agencies to ensure the highest level of security for its flights, both for passengers and cargo. If/when Biman is granted the right to resume flights to the U.S. using its own aircraft, it will work with every involved U.S. agency to make sure all their requirements for security are met.

Biman will ensure its Security Program meets the TSA's requirements set out in 49 CFR Part 1546. Moreover, it will submit its proposed program to TSA at least 90 days before the intended date of passenger operations.

For informational purposes, set out below is a copy of the Table of Contents of Biman's Security Manual dated 3 August 2015, documenting Biman's current Security Program.

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### **Security Program of Biman Bangladesh Airlines Ltd.**

Biman Security Program is documented in Biman Security Manual, Document no.1019, Issue No. 01, Revision 07, Dated 03 August 2015.

The Civil Aviation Authority of Bangladesh (CAAB) has a fully documented National Civil Aviation Security Programme (NCASP) developed and approved by the Chairman of CAAB in May'2009 with accordance to the part XVII of the civil aviation rules (CAR) 1984 of Bangladesh. The civil aviation rules (CAR) 1984 has been amended in 2009 which includes all provision of Annex-17. In accordance to the NCASP, all commercial air transport operators providing services from Bangladesh have to establish, implement and maintain a written operator security programme that meets the requirements of the National Civil Aviation Security Programme of Bangladesh and shall be approved by the Chairman, CAAB. Biman has a well-documented Air Operator Security Programme named as Biman Security Manual which is fully complied with the requirements of the NCASP of CAAB and approved by CAAB authority. Biman also adheres to the National Civil Aviation Security Programme of the host states during its operation outside Bangladesh.

Biman Security Program has been developed as per the guideline of the National Civil Aviation Security Programme of all applicable states, ICAO Annex-17, ICAO & IATA Security Manual.

The General Manager Security is responsible for the development, implementation and maintenance of the security programme in compliance with applicable regulations & standards of CAAB and other appropriate authority as well as Biman. General Manager Security is independent from all other business unit of Biman and is directly responsible to the CEO.

Biman Security Program comprises of the following chapters:

1. Introduction
2. International Obligations and Organisations
3. National Obligations and Responsibilities
4. Airline Security Policy and Organisation
5. Security of Passengers, and Cabin Baggage
6. Security of Checked Baggage
7. Procedure for Screening and Hand-searching of Crew, Cabin and Hold Baggage
8. Measures for Passenger and Bag Reconciliation
9. Security of Aircraft
10. Security of Airline Catering, Stores and Supplies
11. Security of Aircraft Cleaning Operation
12. Security of Cargo, Courier, Express parcels and Mail
13. Recruitment of Staff
14. Training of Staff
15. Contingency Planning
16. Incident Reporting
17. Supervision and Performance Monitoring
18. Local Airport Procedures
19. Annexes

Biman Security Program is distributed to all officials concerned as applicable.

## **EXHIBIT S**

EXHIBIT S

VERIFICATION OF INFORMATION

A signed copy of the Verification of Information under  
Penalty of Perjury is attached.

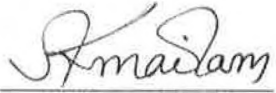


## VERIFICATION OF INFORMATION

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

I declare under penalty of perjury of the laws of the United States of America that the foregoing is correct and true.

Executed on this 24th day of August, 2023.

 24/08/2023  
Signature

A K M Aminul Islam  
Director Corporate Planning & Training