

**BEFORE THE  
U.S. DEPARTMENT OF TRANSPORTATION  
OFFICE OF THE SECRETARY  
WASHINGTON, D.C.**

Application of

**BA EUROPEAN LTD t/a  
OPENSKIES**

For a Foreign Air Carrier Permit pursuant to  
49 U.S.C. §41301 and for exemption  
authority pursuant to 49 U.S.C. §40109

Docket DOT-OST-2008-

**APPLICATION OF BA EUROPEAN LTD T/A OPENSKIES FOR A  
FOREIGN AIR CARRIER PERMIT AND EXEMPTION AUTHORITY**

Communications with respect to this document should be sent to:

Dale Moss  
Managing Director  
BA European Ltd t/a OpenSkies  
Indigo House  
Mulberry Business Park  
Fishponds Road  
Wokingham  
Berkshire  
RG41 2GY  
United Kingdom

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*Attorneys for BA European Ltd t/a  
OpenSkies*

February 15, 2008

Notice: Any person who wishes to support or oppose this application may file an answer and serve that answer on above-named counsel and all persons served with the application. Answers to the exemption application are due by March 3, 2008, and answers to the permit application are due by March 7, 2008.

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Pursuant to 49 U.S.C. § 41301 and sections 211 and 302 of the Department's Regulations, BA European Ltd t/a OpenSkies ("OpenSkies") requests issuance of a foreign air carrier permit to the full extent authorized by the Air Transport Agreement Between the United States and the European Community and the Member States of the European Community (hereinafter the "US-EC Agreement") to enable it to engage in:

- i. foreign scheduled and charter air transportation of persons, property and mail from any point or points behind any Member State of the European Union via any point or points in any Member State and via intermediate points to any point or points in the United States and beyond;
- ii. foreign scheduled and charter air transportation of persons, property, and mail between any point or points in the United States and any point or points in any member of the European Common Aviation Area;
- iii. foreign scheduled and charter cargo air transportation between any point or points in the United States and any other point or points;
- iv. other charters pursuant to the prior approval requirements set forth in Part 212 of the Department's Economic Regulations; and
- v. transportation authorized by any additional route rights made available to European Community carriers in the future.

OpenSkies also requests exemption authority under 49 U.S.C. § 40109 to the extent necessary to enable it to hold out and provide the service described above under the “OpenSkies” name pending issuance of a foreign air carrier permit and such additional or other relief as the Department may deem necessary or appropriate.

OpenSkies further requests a statement of authorization to the extent necessary to display the BA\* designator code of British Airways Plc (“British Airways”) on flights operated by OpenSkies to and from the United States. OpenSkies intends to display the “BA” code as well as the “EC” OpenSkies code, on all of its flights.<sup>1</sup>

OpenSkies requests that the Department process this application pursuant to the streamlined regulatory procedures for licensing US and foreign air carriers set forth in the Notice dated August 23, 2005 (Docket OST-2005-22228), and issue a single order granting the requested exemption authority for a two-year period or until after the requested permit authority becomes effective, whichever occurs first.

OpenSkies requests that the authority described above be issued expeditiously, and no later than May 1, 2008. Approval by May 1 is necessary to enable OpenSkies to complete the preparatory activities necessary to enable it to inaugurate service as scheduled, in June 2008.

The name “OpenSkies” is intended to be a metaphor for expanded opportunities in the aviation industry and to reflect new service made available by the new US-EC Agreement. OpenSkies intends to pursue those new opportunities, as well as additional possibilities resulting from expanded liberalization.

The US-EC Agreement provides for service between any point in the European Community and any point in the United States. OpenSkies’ initial service will connect

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<sup>1</sup> The “EC” code has been granted provisionally and is subject to confirmation.

Paris with New York. OpenSkies intends to expand its service to connect other European points such as Amsterdam, Brussels, Frankfurt, and Milan with New York as well as other U.S. points.

OpenSkies will initially operate one B-757 aircraft and it anticipates operating a second B-757 later this year. OpenSkies intends to increase its fleet to six B-757 aircraft by the end of 2009. The OpenSkies fleet will feature a unique three-cabin 82 seat configuration and OpenSkies intends to offer passengers an exceptional travel experience in each of its three cabins.

OpenSkies intends to embrace the latest technology to streamline reservation and check-in procedures. Passengers will be able to book competitively priced one-way and round-trip flights directly with OpenSkies and through British Airways channels pursuant to a codeshare agreement between OpenSkies and British Airways. The onboard service in all OpenSkies cabins will be premium in nature with a cosmopolitan feel. The cabin crew will be able to provide attentive service to all passengers onboard, with a cabin crew to passenger ratio of just under 17:1.

OpenSkies' goal is to provide innovative, high quality services to its passengers at an attractive price, maximum opportunities to its employees, and a satisfactory return to its shareholders. OpenSkies will have the endorsement and support of its parent company British Airways and it will have the agility to provide new competitive services between Europe and the United States in response to market demand.

In further support of this application, OpenSkies states as follows:

1. The United States and the European Community successfully concluded negotiations for the first phase of a new air transport agreement on March 2, 2007. The

US-EC Agreement was approved by the European Council on March 22, 2007 and was signed on April 30, 2007 to be provisionally applied beginning March 30, 2008.

OpenSkies is requesting authority to the full extent provided by the existing US-EC Agreement and automatic application of additional rights made available to European Community carriers in the future.

2. By Notice dated May 3, 2007, the Department invited foreign air carriers from the European Union to apply for authority to conduct operations pursuant to the US-EC Agreement. That Notice stated that the Department anticipated handling EU carrier requests on an expedited basis to ensure that affected EU carriers may receive the authority available to them under the new Agreement as quickly as possible. OpenSkies intends to launch its service in June 2008, and requests that this application be approved expeditiously but no later than May 1, 2008 to enable it to conduct marketing and promotional activities and complete other preparations in order to implement the authority requested in this application as scheduled.

3. OpenSkies is a limited company incorporated under the United Kingdom Companies Act of 1985, Company Number 6346489. OpenSkies was incorporated on August 17, 2007 and has its registered offices at Indigo House, Mulberry Business Park, Fishponds Road, Wokingham, Berkshire, RG41 2GY, United Kingdom.

4. OpenSkies is subject to the jurisdiction of the UK Civil Aviation Authority (CAA), CAA House, 45-59 Kingsway, London, WC2B 6TE, United Kingdom. OpenSkies applied to the CAA for an Air Operator Certificate (AOC) on November 12, 2007 and it applied to the CAA for an Air Operator License (AOL) on January 17, 2008.

OpenSkies anticipates that the CAA will grant both applications during April 2008 and that its UK licenses will authorize service consistent with the authority requested in this application. OpenSkies will submit its AOC and AOL to the Department as soon as they become available.

5. OpenSkies initial service will connect Paris and New York. New York operations will be conducted at John F. Kennedy International Airport (JFK). Paris operations will be conducted at either Charles de Gaulle Airport (CDG) or Orly (ORY).

6. The OpenSkies leadership team will be headed by two exceptionally experienced aviation professionals, Roger Maynard and Dale Moss. Mr. Maynard will serve as Chairman and Mr. Moss as Managing Director.

Roger Maynard joined British Airways in May 1987. He was Executive Vice-President North America with responsibility for the co-ordination of British Airways' entire operation in North America and was appointed Director of Investments and Joint Ventures in December 1995. He currently serves as British Airways Director of Investments & Alliances

Dale Moss has over 30 years of experience at British Airways, working up the ranks of sales, cargo sales, and marketing. Mr. Moss has held the position Regional Vice-President, Sales, Central USA, Senior Vice-President of Sales, and Executive Vice-President of Sales & Marketing. He has also served as Director of Worldwide Sales & Marketing for British Airways, and as Chief Operating Officer at Jet Airways (India).

The complete list of OpenSkies' key personnel is as follows:

<b><u>Name and Title</u></b>	<b><u>Address</u></b>	<b><u>Citizenship</u></b>
Roger Maynard Chairman	Waterside, PO Box 365 Harmondsworth UB7 0GB UK	British
Robert Boyle Non-Executive Director	Waterside, PO Box 365 Harmondsworth UB7 0GB UK	British
Keith Williams Non-Executive Director	Waterside, PO Box 365 Harmondsworth UB7 0GB UK	British
Dale Moss Managing Director	Indigo House Mulberry Business Park Fishponds Road Wokingham, Berkshire RG41 2GY UK	American
Capt. Robin Glover Chief Pilot & Head of Flight Operations	Indigo House Mulberry Business Park Fishponds Road Wokingham, Berkshire RG41 2GY UK	British
Ron Froude Head of Continuing Airworthiness	Indigo House Mulberry Business Park Fishponds Road Wokingham, Berkshire RG41 2GY UK	British
Jonathan Wallden Head of Strategy and Finance	Indigo House Mulberry Business Park Fishponds Road Wokingham, Berkshire RG41 2GY UK	British
Mark Glaze Head of Quality, Safety and Security	Indigo House Mulberry Business Park Fishponds Road Wokingham, Berkshire RG41 2GY UK	British
Hugh Jones Head of Training	Indigo House Mulberry Business Park Fishponds Road Wokingham, Berkshire RG41 2GY UK	British
Keith Haywood Head of Ground Operations and Customer Service	Indigo House Mulberry Business Park Fishponds Road Wokingham, Berkshire	British

Capt. Guy Solleveld  
Safety Systems Manager

RG41 2GY UK  
Indigo House  
Mulberry Business Park  
Fishponds Road  
Wokingham, Berkshire  
RG41 2GY UK

British

None of these individuals are related by blood or marriage.

7. OpenSkies is a wholly owned subsidiary of British Airways Plc. British

Airways Plc holds an interest in the following aeronautic businesses:

<b><u>Name of Company</u></b>	<b><u>Type of Business</u></b>	<b><u>Country</u></b>
Air Miles Travel Promotions Ltd	Airline marketing	England
BA & AA Holdings Ltd	Holding company	England
Britair Holdings Ltd	Holding company	England
British Airways 777 Leasing Limited	Aircraft financing	England
British Airways Capital Ltd	Airline finance	Jersey
British Airways Finance B.V.	Airline finance	Netherlands
British Airways Holdings Ltd	Airline finance	Jersey
British Airways Holidays Ltd	Package holidays	England
British Airways Leasing Limited	Aircraft financing	England
British Airways Maintenance Cardiff Ltd	Aircraft maintenance	England
British Airways Regional Ltd	Air travel services	England
British Airways Travel Shops Ltd	Travel agency	England
CityFlyer Express Ltd (trading as BA City Flyer)	Airline Operations	England
Speedbird Insurance Company Ltd	Insurance	Bermuda
The Plimsoll Line Ltd	Holding company	England
Iberia, Lineas Aéreas de España, S.A.	Airline operations	Spain
Airline Group Ltd	Air traffic control holding company	England
Opodo Ltd	Internet travel agency	England
Flybe Group Ltd	Airline operations	England
Comair Ltd	Airline operations	South Africa

8. OpenSkies is a private company and neither receives nor expects to receive any financial assistance from the United Kingdom or the European Community.

9. OpenSkies does not hold any direct or indirect interest in any U.S. carrier, non-U.S. carrier, or any entity engaged in the business of aeronautics.

10. OpenSkies complies with the Department's insurance requirements. Attached as Exhibit A is an executed copy of Form OST 6411.

11. OpenSkies is a start-up carrier and was incorporated in 2007. The carrier intends to provide services linking the European Union with the United States. Initially, OpenSkies will focus on service from Paris to New York. OpenSkies intends to subsequently expand its service to other European points such as Amsterdam, Brussels, Frankfurt, and Milan as well as other U.S. points.

12. OpenSkies will use the Boeing 757-200 aircraft listed below for initial operations between the EU and the US. OpenSkies currently anticipates its fleet will increase to six aircraft in the next 18-24 months. All of the aircraft are being obtained from the British Airways fleet and will be used exclusively by OpenSkies.

<u>AIRCRAFT</u>	<u>REGISTRATION</u>
BOEING 757-200	G-BPEJ
BOEING 757-200	G-BPEK

13. Maintenance will be performed in Europe by British Airways Engineering, Waterside, PO Box 365, Harmondsworth, Middlesex, UB7 0GB, UK and Sabena Technic, Building 32/0076, Brussels National Airport Zaventem, Belgium. Engine maintenance will be performed by British Airways Engineering, Waterside, PO Box 365,

Harmondsworth, Middlesex, UB7 0GB, UK and Iberia Maintenance, Madrid Barajas Airport, La Munoza, 28042 Madrid, Spain. Maintenance will be performed in the United States by British Airways.

14. OpenSkies' maintenance programs comply with ICAO Annexes 1, 6 (Part 1) and 7.

15. OpenSkies initially intends to operate service between Paris and New York, carrying British Airways' code (BA\*) on its flights in addition to the OpenSkies EC code.<sup>2</sup> As OpenSkies expands its services between Europe and the United States, it intends to carry British Airways' code on those flights as well. British Airways holds authority to offer service between Europe and the United States pursuant to its foreign air carrier permit issued by Order 2007-10-1 on July 23, 2007.

16. Attached to this application as Exhibit B is a forecast Income Statement for the twelve months ending March 31, 2009. This information is being submitted to the Department with a motion to withhold information from public disclosure.

17. OpenSkies has not experienced any safety or tariff violations.

18. OpenSkies will separately submit notice of its Aviation Disaster Family Assistance Plan to DOT and NTSB as required by the Vision 100-Century of Aviation Reauthorization Act, Public law 108-175.

19. Pursuant to Part 243 of the Department's Regulations, OpenSkies intends to record the full name, as provided by the passenger, of U.S. citizens traveling on

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<sup>2</sup> As noted above, the grant of the "EC" code is subject to confirmation.

OpenSkies flights to or from the United States in the OpenSkies Reservations and/or Departure Control System. U.S. citizen passengers also will be asked to provide a contact name and telephone number. If that information is provided it also will be recorded in the OpenSkies Reservations and/or Departure Control System. The collected data will be retained for the duration of the flight.

20. Attached as Exhibit C is Form OST 4523, a partial waiver of the liability limitations of the Warsaw Convention.

21. Issuance of this authority will not constitute a major regulatory action under the Energy Policy and Conservation Act of 1975, as defined in Part 313 of the Department's regulations.

22. The authority requested here will provide consumers with additional choices in air transportation, expand the transatlantic price and service options currently available, increase competition, and therefore benefit the traveling public.

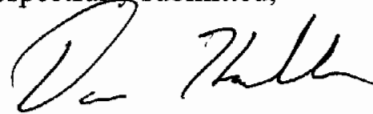
**WHEREFORE**, BA European Ltd t/a OpenSkies submits that grant of this application is consistent with the public interest, and requests that the Department issue BA European Ltd t/a OpenSkies a foreign air carrier permit and corresponding exemption authority to the full extent authorized by the US-EC Agreement to enable it to engage in:

- i. foreign scheduled and charter air transportation of persons, property and mail from any point or points behind any Member State of the European Union via any point or points in any Member State and via intermediate points to any point or points in the United States and beyond;

- ii. foreign scheduled and charter air services between any point or points in the United States and any point or points in any member of the European Common Aviation Area;
- iii. foreign scheduled and charter cargo air transportation between any point or points in the United States and any other point or points;
- iv. other charters pursuant to the prior approval requirements set forth in Part 212 of the Department's Economic Regulations; and
- v. transportation authorized by any additional route rights made available to European Community carriers in the future.

BA European Ltd t/a OpenSkies further requests that the Department grant it a statement of authorization to enable it to place the BA\* designation code on its flights between Europe and the United States, such additional or other relief as the Department may deem necessary or appropriate, and that the requested authority be granted on or before May 1, 2008.

Respectfully submitted,



Don H. Hainbach  
Erin M. Tallardy

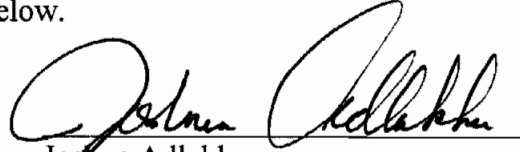
*Attorneys for BA European Ltd  
t/a OpenSkies*

February 15, 2008

## CERTIFICATE OF SERVICE

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I certify that on this 15th day of February 2008, a copy of the foregoing Application for a Foreign Air Carrier Permit and Exemption Authority has been served by electronic mail on the parties named below.



Joshua Adlakha

anita.mosner@hkclaw.com  
anbird@fedex.com  
bill@mietuslaw.com  
brian.hunt@iflyata.com  
carl.nelson@aa.com  
dvaughan@kelleydrye.com  
efaberman@wileyrein.com  
hkamen@coair.com  
howard\_kass@usairways.com  
jhill@dowlohnes.com  
jonathan.moss@wilmerhale.com  
jrichardson@johnlrichardson.com  
jyoung@yklaw.com  
kevin.montgomery@polaraircargo.com  
ldwasko@erols.com  
lhallway@crowell.com  
matwood@sherblackwell.com  
mcmillin@woa.com  
mroller@rollerbauer.com  
msinick@ssd.com  
rbkeiner@crowell.com  
reohn@hhlaw.com  
rpommer@atlasair.com  
rsilverberg@sbgdc.com  
sascha.vanderbellen@nwa.com

clive.wright@fco.gov.uk  
byerlyjr@state.gov  
jim.ballough@faa.gov

Verification

Pursuant to title 18 of the United States Code section 1001, I, Dale Moss, in my individual capacity and as the authorized representative of the applicant, have not in any manner knowingly and willfully falsified, concealed or covered up any material fact or made any false, fictitious, or fraudulent statement or knowingly used any documents which contain such statements in connection with the preparation, filing or prosecution of this application. I understand that an individual who is found to have violated the provisions of 18 U.S.C. §1001 shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

A handwritten signature in black ink, appearing to read 'Dale Moss', written over a horizontal line.

Dale Moss  
Managing Director  
BA European Ltd t/a OpenSkies

5 Feb, 2008

Date

**BA EUROPEAN LTD t/a OPENSKIES**

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Exhibit A

Insurance (OST Form 6411)



Office of the Secretary of Transportation

**AGENCY DISPLAY OF ESTIMATED BURDEN**

The public reporting burden for this collection of information is estimated to average 30 minutes per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to: U.S. Department of Transportation, Office of Aviation Analysis, X-56, 400 7<sup>th</sup> 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., S.W., Washington, D.C. 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 7<sup>th</sup> Street, SW, Washington, D.C. 20590

(Please type information, except signatures.)

**THIS CERTIFIES THAT:** SPEEDBIRD INSURANCE COMPANY LIMITED  
(Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to BA EUROPEAN LTD T/A OPENSKIES

Indigo House, Mulberry Business Park, Fishponds Road, Wokingham, Berkshire UK RG41 2GY  
(Name and address of Insured Foreign Air Carrier)

effective from 4<sup>th</sup> February, 2008 until ten (10) days after written notice from the insurer or carrier of the intent to terminate coverage is received by the Department of Transportation.

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

1. The Insurer (Check one)

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

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

**A. CANADIAN CHARTER AIR TAXI OPERATIONS WITH PART 294 AUTHORITY ONLY**

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

Separate Coverages:

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

Combined Coverage: The amount of coverage set forth below is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.  
Policy No. \_\_\_\_\_ Amount of Coverage \_\_\_\_\_ U.S. Dollars

This Policy covers CARGO operations only and excludes passenger liability insurance.

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

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

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

Separate Coverages:

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

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

Policy No. \_\_\_\_\_ Amount of Coverage \_\_\_\_\_ U.S. Dollars

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

**C. FOREIGN AIR CARRIERS OPERATING LARGE AIRCRAFT**

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

Separate Coverages:

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

Combined Coverage: The amount of coverage set forth below 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. AA000607 Amount of Coverage AT LEAST THE REQUIRED MINIMUM STATED ABOVE U.S. Dollars

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

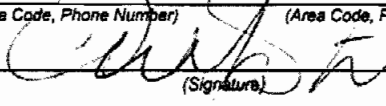
3. The policy or policies listed in this certificate insure(s) (Check One):

- 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.

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

(Name of Insurer)	MARSH LTD - AVIATION & AEROSPACE PRACTICE
(Address)	1 TOWER PLACE WEST, TOWER PLACE,
(City, State, Zip Code)	LONDON EC3R 5BU
Contact (person who can verify the effectiveness of the coverage)	D.W. MARTIN - AUTHORISED SIGNATORY
(Area Code, Phone Number)	020-7357-1000 / 020-7929-2705
(Area Code, FAX Number)	
(Signature, if applicable)	
(Date)	1 <sup>st</sup> February, 2008

**BA EUROPEAN LTD t/a OPENSKIES**

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Exhibit B

Forecast Income Statement

**Confidential Treatment Requested under §302.12**

**BA EUROPEAN LTD t/a OPENSKIES**

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Exhibit C

Partial Waiver of the Liability Limitations of the Warsaw Convention (OST Form 4523)



U.S. Department of Transportation

Office of the Secretary of Transportation

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(l) 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(l) 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 claims 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

BA EUROPEAN LTD T/A OPENSKIES

[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. [The 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.

[Handwritten signature] 5 Sep, 2008
Dale Moss, Managing Director

BA European Ltd t/a OpenSkies