

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

)	
Application of)	
ARAJET, S.A.)	Docket No. OST-2015-0260
)	
for an exemption pursuant to 49 U.S.C. § 40109)	
)	
(Dominican Republic -U.S. Scheduled))	
)	
)	

**APPLICATION OF ARAJET, S.A.
FOR AN EXEMPTION**

Communications with respect to this document should be addressed to:

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Counsel for ARAJET, S.A.

March 1, 2023

NOTE: Any person may support or oppose this Application by filing an answer and serving a copy of the answer on counsel for ARAJET, S.A. and upon each person served with this application. Answers are due by March 16, 2023. ARAJET, S.A. intends to poll on this application and will advise the Department of the results.

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**APPLICATION OF ARAJET, S.A.
FOR AN EXEMPTION**

ARAJET, S.A. (“ARAJET”), an air carrier of the Dominican Republic hereby applies, under the provisions of 49 U.S.C. § 40109 and Subpart C of the Department’s Rules of Practice in Proceedings (14 C.F.R. §§ 302.301, *et seq.*), for an exemption authorizing it to engage in scheduled foreign air transportation of persons, property and mail between a point or points in the Dominican Republic via intermediate points and the U.S. coterminal points San Juan, Puerto Rico, Miami, Florida and New York, New York¹ as contemplated by the Air Transport Agreement between the Government of the United States of America and the Government of the Dominican Republic.² ARAJET requests the exemption authority sought remain in effect for at least one year.

In support of its application, ARAJET states as follows:

1. The applicant’s full name is ARAJET, S.A. Its principal place of business is Calle Angel

¹ John F. Kennedy International Airport, Newark Liberty International Airport and/or New York Stewart International Airport.

² Initialed July 22, 1986

Severo Cabral #13, Edificio CBS, Local 1B, Ensanche Julieta, Distrito Nacional, Capital de la República Dominicana. ARAJET is a corporation established under the laws of the Dominican Republic. It was previously known as DW Dominican Wings, SA. In January 2021, DW Dominican Wings changed its trade name to ARAJET but continues to be organized under the laws of the Dominican Republic. Accordingly, ARAJET requests a change of name under Part 215 of the Department's economic regulations.

2. The government air transport authority having jurisdiction over ARAJET is the Instituto Dominicano de Aviación Civil ("IDAC"). The address of IDAC is Ave. México Esquina. 30 De Marzo, Santo Domingo, Distrito Nacional, República Dominicana.
3. Authority Requested: ARAJET seeks an exemption authorizing scheduled foreign air transportation of persons, property and mail from a point or points in the Dominican Republic, via intermediate points, to the coterminal points San Juan, Puerto Rico, New York, New York³ and Miami, Florida. All three are bilaterally authorized points under the 1986 Air Transport Agreement.
4. ARAJET proposes to commence scheduled service to the United States in Fall 2023 and intends to utilize Boeing 737-MAX aircraft configured with 185 seats.
5. ARAJET currently holds a foreign air carrier permit from the Department to engage in charter foreign air transportation of persons, property and mail (i) between any point or points in the Dominican Republic and any point or points in the United States; (ii) between any point or points in the United States and any point in a third country or countries provided that such traffic is carried via the Dominican Republic and makes a stopover in

³ John F. Kennedy International Airport, Newark Liberty International Airport and/or New York Stewart International Airport.

the Dominican Republic for at least two consecutive nights; and (iii) other charters pursuant to Part 212 of the Department's regulations. Order 2016-5-23.

6. Management: A summary of ARAJET's management team is attached hereto as Exhibit A.

7. Ownership: Information on the ownership of ARAJET is attached hereto as Exhibit B. There is no government ownership in ARAJET. ARAJET respectfully requests a waiver of the Department's ownership and control requirements. Exhibit B shows that ARAJET is owned by its President and CEO (a citizen of the Dominican Republic who was also the President of DW Dominican Wings) and by persons or entities based in the United States and various countries with open skies agreements with the United States. The President of the ARAJET board is a Dominican citizen and the other three board members are U.S. citizens. The Department has given favorable consideration to similar waiver requests by carriers from countries where nothing in the ownership and control of the carrier would be inimical to U.S. aviation policy or interests.⁴ DW Dominican Wings was previously granted a citizenship waiver and, as demonstrated in Exhibit B, it is clear that nothing in the ownership or control of ARAJET would be inimical to U.S. aviation policy or interests and a citizenship waiver would continue to be warranted.

8. Entities under common control with Hulansera, S.L. (indirect owner of 80% of the common stock of ARAJET) own 31% of the common stock of Virgin Australia Airlines Pty Ltd, and 17.2% of the common stock of Icelandair Group Hf.

⁴ *Application of Dominican Wings, Order 2016-3-2; Application of Lan Dominicana, Notice of Action Taken dated April 1, 2003, Docket OST-03-1471; Application of Aer Lingus (U.K.) Limited, Order 2021-9-1; Application of Flexjet Operations Limited, Order 2021-3-26; Application of National Jet Systems Pty. Limited, Notice of Action Taken dated December 9, 2016, Docket OST-2016-0179; Application of PLUNA, Notice of Action Taken dated November 8, 2011, Docket OST-2011-0195;*

9. ARAJET's insurance meets the minimum requirements set forth in 14 C.F.R. 205. An updated copy of ARAJET's OST Form 6411, Certificate of Insurance is attached hereto as Exhibit C.
10. ARAJET's Air Operator Certificate (AOC) from Dominican Republic Civil Aviation Institute (IDAC) is attached hereto as Exhibit D. 211.20(i).
11. Operating History: Exhibit E provides additional background information on ARAJET and its operations.
12. Maintenance: ARAJET's line maintenance services are provided at MCL Servicios y Mantenimiento de Aeronaves located at Santo Domingo, Dominican Republic. Heavy maintenance services are performed by Coopesa in Costa Rica. ARAJET's maintenance program complies with the provisions of the ICAO Pilots and Airmen Annexes I, 6 (Part I), and 7. The Dominican Republic is a contracting state to the ICAO.
13. Fleet Composition: ARAJET's fleet is described in Exhibit F.
14. A translated copy of ARAJET's Certificate of Economic Authorization issued by the Civil Aviation Board (JAC) to conduct the proposed scheduled flights is attached hereto as Exhibit G.
15. Granting ARAJET's request for an exemption is fully consistent with the Air Transport Agreement between the Government of the United States of America and the Dominican Republic and with the public interest.⁵ At the present U.S. carriers operate extensive services to the Dominican Republic (more than 52,000 flights in 2022). Authorizing service by ARAJET will introduce a degree of balance to the market and provide the

⁵ See S. REP. NO. 96-329, at 4 (1979), reprinted in 1980 U.S.C.C.A.N. 54, 57 (“[T]he negotiation of a bilateral agreement itself represents a determination by the Government of the United States that the grant of route authority provided for under the bilateral is in the ‘public interest.’”).

travelling public with additional attractive low fare travel options. ARAJET has requested designation for its proposed U.S. routes and expects that designation to be forthcoming shortly.

16. Waiver of Warsaw Convention Liability Limits: A copy of ARAJET's OST Form 4523 is attached hereto as Exhibit H.
17. Foreign Air Carrier Family Support Act Plan: ARAJET's updated plan will be submitted to the National Transportation Safety Board, with a copy to the appropriate docket at the Department. A copy is attached as Exhibit I.
18. Summary of Passenger Manifest Information Collection Procedures: ARAJET will collect the passenger manifest information required by 14 C.F.R. § 243 and will transmit that information to the U.S. Department of State in the event of an aviation disaster. A summary of ARAJET's procedures is attached as Exhibit J.
19. Financial information regarding ARAJET is submitted as Exhibit K accompanied by a Motion for Confidential Treatment.
20. Grant of the authority sought herein will not result in a near term increase in fuel consumption of ten million gallons or more, and therefore will not comprise a "major regulatory action" under the Energy Policy and Conversation Act of 1975, as defined at 14 C.F.R. § 313(a)(1).

For the reasons set forth above, ARAJET is fully qualified to operate the services for which authority is here requested, and grant of the requested authority will serve the public interest.

WHEREFORE, based upon the foregoing information, ARAJET respectfully requests that it be granted an exemption to engage in scheduled foreign air transportation of persons, property and mail as more fully described above.

Respectfully submitted,



Josh Romanow
PILLSBURY WINTHROP
SHAW PITTMAN LLP
1200 Seventeenth Street, NW
Washington, DC 20036
Phone: +1.202.663.8000
Email: romanow@pillsburylaw.com

March 1, 2023



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SHAW PITTMAN LLP
1200 Seventeenth Street, NW
Washington, DC 20036
Phone: +1.202.663.8000
Email: edward.sauer@pillsburylaw.com

Counsel for ARAJET, S.A.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing application of ARAJET, S.A. for an exemption has been served this 1st day of March, 2023 upon each of the parties below by electronic mail.

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Molly Wilkinson
Bruce Wark
Brent Alex
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howard.diamond@flyfrontier.com

/s/Melinda A. Hernandez

TABLE OF EXHIBITS

Exhibit A	Management & Key Personnel
Exhibit B	Ownership
Exhibit C	OST Form 6411, Foreign Air Carrier Certificate of Insurance
Exhibit D	Air Operator Certificate
Exhibit E	Operating History
Exhibit F	List of Aircraft
Exhibit G	Certificate of Economic Authorization
Exhibit H	OST Form 4523, Waiver of Warsaw Convention Liability Limits
Exhibit I	Foreign Air Carrier Family Support Act Plan
Exhibit J	Summary of 14 C.F.R. 243 Procedures (Passenger Manifest Collection Procedures)
Exhibit K	Financial Information (confidential treatment requested)

EXHIBIT A

MANAGEMENT & KEY PERSONNEL

Name: Victor M. Pacheco Méndez
Title: CEO and President of the Board
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Dominican
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Ryan McKenna
Title: Secretary of the Board
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: U.S. Citizen
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Matthew Evans
Title: Vice President of the Board
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: U.S. Citizen
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Jeffrey Robinson
Title: Director of the Board
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: U.S. Citizen
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Garret Malone
Title: Chief Operating Officer (COO)
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Irish
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Alan Arias Battle
Title: Director of Operations
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Dominican
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Julian Castro
Title: VP Flight Ops
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Colombian
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Victor Francis Patrick Babb
Title: Chief Pilot
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: British
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Hector Guarin
Title: VP Quality & Safety/Chief Inspector
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Colombian
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Gaymir Falero
Title: Safety and Risk Manager
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Venezuelan
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Victor Cruz
Title: Safety Pilot
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.

Phone Number: _____
Citizenship: Dominican
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: John Allen
Title: Chairman of the Safety Review Board
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: U.S. Citizen
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Cristina Gonzalez Blanch
Title: VP Maintenance and Engineering
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Spain
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Frederico Melim
Title: VP Ground Operations
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Portuguese
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Carlos Rodriguez
Title: Training Manager
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Colombian
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Karim Hernandez
Title: Security Manager
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Dominican
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Julio Cesar Gonzalez
Title: Senior Security Manager
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Colombian
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Scott Clausen
Title: Chief Financial Officer (CFO)
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: U.S. Citizen
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Nacim Yala
Title: Chief Strategy & Business Development Officer
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: U.S. Citizen
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Nikolay Maltsev
Title: SVP Finance
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Canadian
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Otto Gonzalez
Title: Chief of Staff
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Dominican
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: José M. (Chema) Alvarado
Title: Chief Commercial Officer (CCO)
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____

Citizenship: U.S. Citizen
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Carlos Mesa
Title: SVP of Customer Experience
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Colombian
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Camilo Convers
Title: Chief Information, Technology and Projects Officer (CIO)
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Colombian
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Lucy M. Pérez Alfau
Title: SVP Legal
Business Address: c/o Angel Severo Cabral #13, Edificio CBS, Local 1B,
Ensanche, Julieta, Distrito Nacional, Rep. Dom.
Phone Number: _____
Citizenship: Dominican
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

EXHIBIT B

OWNERSHIP

Name: Arajet Holdings Limited
Percentage of Arajet, S.A. owned: 99.9%⁶

- a) Pachas Inc, a Panamanian company, owns 7.394% of Arajet Holdings Limited. Pachas Inc. is owned and controlled by Victor M. Pacheco Mendez, who is a citizen of the Dominican Republic and CEO and President of the Board of Arajet, S.A.
- b) Michael Powell, British citizen, owns 7.394% of Arajet Holdings Limited.
- c) Hulansera, S.L., a Spanish company, owns 80.000% of Arajet Holdings Limited. Hulansera is indirectly owned by a group of entities managed by Bain Capital Credit Member, LLC or its affiliates (“Bain Capital”). All of these entities are based in the United States or in open skies countries. Bain Capital is managed by U.S. and open skies country citizens.

⁶ Ultimate ownership by Arajet Holdings Limited is 100%. The indirect 0.01% is owned by a wholly-owned subsidiary of Arajet Holdings Limited.

EXHIBIT C
OST FORM 6411
FOREIGN AIR CARRIERS - CERTIFICATE OF INSURANCE
(Attached)

THIS CERTIFICATE CANCELS AND REPLACES ANY PREDATED CERTIFICATE (OST FORM) ISSUED ON BEHALF OF THE INSURED NAMED BELOW.



U.S. Department of Transportation

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 of make suggestions for reducing this burden, please direct your comments to the Department of Transportation at the following address:

U.S. Department of Transportation
Office of Aviation Analysis, X-55
400 7th Street SW.
Washington, D.C. 20590

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

**FOREIGN AIR CARRIERS
CERTIFICATE OF INSURANCE**

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

FILING INSTRUCTIONS: File an original of this form with the FAA, Air Transportation Div., AFS-260, 800 Independence Ave., SW, Washington, D.C. 20591.

(Please type information, except signatures.)

THIS CERTIFIES THAT: UNDERWRITERS AT LLOYD'S AND OVERSEAS MARKETS

(Name of insurer)

has issued a policy or policies of Aircraft Liability Insurance to ARAJET, S.A.

ADDRESS: Angel Severo Cabral #13, La Julla, Santo Domingo, Distrito Nacional, Dominican Republic **FAA Certificate Number**

(Name, address and FAA Certificate number of insured Foreign Air Carrier)

effective from 25 February 2023 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 United Kingdom 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(s) 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. (Check separate or combined coverage as appropriate):

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

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

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

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

THIS CERTIFICATE CANCELS AND REPLACES ANY PREDATED CERTIFICATE (OST FORM) ISSUED ON BEHALF OF THE INSURED NAMED BELOW.



U.S. Department of Transportation

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 of make suggestions for reducing this burden, please direct your comments to the Department of Transportation at the following address:

U.S. Department of Transportation
Office of Aviation Analysis, X-55
400 7th Street SW.
Washington, D.C. 20590

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

**FOREIGN AIR CARRIERS
CERTIFICATE OF INSURANCE**

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

FILING INSTRUCTIONS: File an original of this form with the FAA, Air Transportation Div., AFS-260, 800 Independence Ave., SW, Washington, D.C. 20591.

(Please type information, except signatures.)

THIS CERTIFIES THAT: UNDERWRITERS AT LLOYD'S AND OVERSEAS MARKETS

(Name of insurer)

has issued a policy or policies of Aircraft Liability Insurance to ARAJET, S.A.

ADDRESS: Angel Severo Cabral #18, La Julla, Santo Domingo, Distrito Nacional, Dominican Republic **FAA Certificate Number**

(Name, address and FAA Certificate number of insured Foreign Air Carrier)

effective from 25 February 2023 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 United Kingdom 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(s) 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. (Check separate or combined coverage as appropriate):

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

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

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

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

EXHIBIT D

AIR OPERATOR CERTIFICATE

CERTIFICADO DE OPERADOR AÉREO (AIR OPERATOR CERTIFICATE)		
	REPÚBLICA DOMINICANA <hr/> INSTITUTO DOMINICANO DE AVIACIÓN CIVIL	
AOC # : DWIA027A Fecha de vencimiento: Ver RAD 119.61 (a)(1)(2) <i>(Expiry date: See RAD 119.61 (a)(1)(2))</i> Revisión No. : 01 <i>(Revision Nr. :)</i>	ARAJET, S.A. Qcc Nombre comercial: Arajjet <i>(Dba trading name: Arajjet)</i> Dirección del explotador: C/ Angel Severo Cabral No. 13, Edif. CBS, Ens. Julieta, Local 1B, Santo Domingo, D.N. <i>(Operator address:)</i> Teléfono: +1 809-338-2727 <i>(Telephone:)</i> Fax: Correo: victormiguel7@gmail.com <i>(E-mail)</i>	PUNTOS DE CONTACTO OPERACIONALES <i>(OPERATIONAL POINTS OF CONTACT)</i> La información de contacto, donde se puede ubicar a las autoridades de gestión operacional sin demoras indebidas, se proporciona en Manual de Operaciones (OM) Parte A 2.3. <i>(Contact details, at which operational management can be contacted without undue delay, are listed in Operations Manual (OM) Part A 2.3.)</i>
Por el presente, se certifica que ARAJET, S.A., está autorizado a realizar operaciones de transporte aéreo comercial según se define en las especificaciones de las operaciones que se adjunta, de conformidad con el manual de operaciones y con RAD 119.21(a) <i>(This certificate certifies that ARAJET, S.A., is authorized to perform commercial air operations, as defined in the attached operations specifications, in accordance with the operations manual and the RAD 119.21(a))</i>		
Fecha de expedición: 18/03/2022 <i>(Date of issued: 03/18/2022)</i>	Nombre y firma: Hector E. Porcella <i>(Name and signature:)</i> Título: Director General Interino <i>(Title: Acting Director General)</i>	

IDAC 1000-1
Enmienda 2

17/12/2015

EXHIBIT E

OPERATING HISTORY

BACKGROUND, OPERATIONS AND INTERNATIONAL ROUTE STRUCTURE

A. Arajet background and operations

Arajet, S.A. (Arajet) is the newest carrier in the region, based in the Dominican Republic, and operating under a Low Cost (LCC) model. The company started operations on the 15th of September 2022; its hub is located in Aeropuerto Internacional Las Americas in Santo Domingo (IATA code: SDQ).

Arajet was founded by Victor M. Pacheco Mendez, a Dominican entrepreneur, and received financial backing from Bain Capital, an American investment fund, to secure a direct order with The Boeing Company, and to finance the start of operations.

Arajet operates a uniform fleet of five new Boeing 737 MAX-8 aircraft, with a minimum of three and a maximum of five additional aircraft projected to enter service in 2023, and another twenty aircraft between 2024 and 2028.

Arajet evolved from its predecessor, DW Dominican Wings with a mission to better connect the Dominican Republic to its regional neighbors, and to bring low fares to the market so that more people can travel. Arajet is able to offer average prices well below the competition, leveraging its new fuel-efficient fleet and low-cost business model. The airline has already flown 130,000 passengers across its network as of January 31, 2023.

B. Arajet International Route Structure

Today Arajet operates flights to 17 destinations in 11 countries across South America, Central America, Mexico, and the Caribbean.

More than 50% of Arajet's current routes are new non-stop services. Arajet hopes to grow its network in both breadth (destinations) and depth (frequencies) to improve connectivity in the region. This includes several destinations in the United States, where there is significant leisure travel demand to the Dominican Republic, as well as a large Dominican diaspora.

Arajet's vision for services to the United States can be described in two phases. The first phase will be to serve the largest markets with tourism demand and Dominican diaspora which include the New York, Miami, and San Juan, PR metropolitan areas. Arajet is currently applying for an exemption to commence services to those markets.

The second phase will see new services to other cities that do not currently have direct services to the Dominican Republic. Arajet is supporting efforts in the Dominican Republic to negotiate an Open Skies agreement with the United States to allow greater flexibility in service between the two countries.

EXHIBIT F

LIST OF AIRCRAFT

Item	Fleet	Registration Number	Serial Number	Status	Lessor	Country of Registration
1	737 MAX-8	HI-1026	MSN 60195	Lease	Maples Owner Trustees Ireland Limited	Dominican Republic
2	737 MAX-8	HI-1027	MSN 60194	Lease	Maples Owner Trustees Ireland Limited	Dominican Republic
3	737 MAX-8	HI-1082	MSN 44301	Lease	Maples Owner Trustees Ireland Limited	Dominican Republic
4	737 MAX-8	HI-1081	MSN 443300	Lease	Maples Owner Trustees Ireland Limited	Dominican Republic
5	737 MAX-8	HI-1078	MSN 43307	Lease	Maples Owner Trustees Ireland Limited	Dominican Republic

EXHIBIT G
CERTIFICATE OF ECONOMIC AUTHORIZATION
(Attached)



PRESIDENCIA DE LA REPUBLICA DOMINICANA
JUNTA DE AVIACION CIVIL

CERTIFICADO DE AUTORIZACIÓN ECONÓMICA NÚM.25
ARAJET, S.A.

La Junta de Aviación Civil, reunida en sesión ordinaria el día 21 de febrero de 2023, conoció la solicitud de enmienda de ARAJET, S.A., y mediante Resolución 44-2023, de conformidad con lo establecido en la Ley Núm.491-06 de Aviación Civil, modificada, el Manual de Requisitos JAC-001, y con las limitaciones técnicas establecidas en las Especificaciones de Operaciones emitidas por el Instituto Dominicano de Aviación Civil (IDAC), decidió impartir su aprobación para que en lo adelante queda autorizada a explotar servicios de transporte aéreo regular, de pasajeros y carga en las siguientes rutas:

- | | |
|---|---|
| Santo Domingo/México City, NLU/Santo Domingo; | Santo Domingo/El Salvador/ Santo Domingo; |
| Santo Domingo/ Cancún, México/Santo Domingo; | Santo Domingo/Quito, Ecuador/ Santo Domingo; |
| Santo Domingo Monterrey, México/Santo Domingo; | Santo Domingo/Guayaquil, Ecuador/Santo Domingo; |
| Santo Domingo/San José, Costa Rica/Santo Domingo; | Santo Domingo/Sao Paulo /Santo Domingo; |
| Santo Domingo/St. Maarten/Santo Domingo; | Santo Domingo/Rio de Janeiro/Santo Domingo; |
| Santo Domingo/Curazao/Santo Domingo; | Santo Domingo/Manaus/Santo Domingo; |
| Santo Domingo/Aruba/Santo Domingo; | Santo Domingo/San Pedro de Sula/Santo Domingo; |
| Santo Domingo/Kingston, Jamaica/Santo Domingo; | Santo Domingo/Belize/Santo Domingo; |
| Santo Domingo/Guatemala/Santo Domingo; | Santo Domingo/Bridgetown/Santo Domingo; |
| Santo Domingo/Lima, Perú/Santo Domingo; | Santo Domingo/Port of Spain/ Santo Domingo; |
| Santo Domingo/Madellin, Colombia/Santo Domingo; | Santo Domingo/Georgetown /Santo Domingo; |
| Santo Domingo/Calli, Colombia/Santo Domingo; | Santo Domingo/New York/Santo Domingo; |
| Santo Domingo/Barranquilla, Colombia/Santo Domingo; | Santo Domingo/Miami/Santo Domingo; |
| Santo Domingo/Cartagena, Colombia/Santo Domingo; | Santo Domingo/San Juan, P.R./Santo Domingo; |
| Santo Domingo/Bogotá, Colombia/Santo Domingo; | Santo Domingo/Orlando/Santo Domingo; |
| Santo Domingo/Montreal, Canadá/Santo Domingo; | Santo Domingo/Boston/Santo Domingo; |
| Santo Domingo/Toronto, Canadá/Santo Domingo; | Santo Domingo/Providence/Santo Domingo; y |

Servicios de transporte aéreo no regular de pasajeros y carga en operaciones internacionales.

De conformidad con el Reglamento Aeronáutico Dominicano (RAD 121).

XX

De conformidad con la Ley Núm.491-06 de Aviación Civil, modificada, el titular del presente Certificado de Autorización Económica estará sujeto, entre otras, a las siguientes condiciones:

- a) Será responsable de dar cumplimiento a las disposiciones relativas a responsabilidad por daños causados a los pasajeros, a la carga y a los equipajes transportados, así como a las personas o bienes de terceros en la superficie, y no podrá conferir ventajas o preferencias a ninguna persona, entidad, localidad o aeródromo, ni podrá someter a los mismos a tratamientos discriminatorios, parciales o injustos.
- b) Al cumplimiento de las normas, reglamentos y resoluciones que emanen de la Junta de Aviación Civil (JAC), y del Instituto Dominicano de Aviación Civil (IDAC), dentro del marco de sus atribuciones legales.
- c) Este documento no confiere propiedad o derecho exclusivo en el uso de algún espacio aéreo, rutas, aeropuertos, facilidades o servicios de navegación aérea.
- d) Al cumplimiento de todas las disposiciones contenidas en la Ley Núm.491-06 de Aviación Civil, modificada, así como de cualquier otra disposición legal que le sea aplicable.
- e) Al cumplimiento de todas sus obligaciones económicas en favor del Instituto Dominicano de Aviación Civil (IDAC) y de cualquier otro compromiso económico que le fuere aplicable como consecuencia del ejercicio y disfrute de los derechos contenidos en el presente Certificado de Autorización Económica.

La presente enmienda tendrá vigencia hasta el día diecinueve (19) de agosto de dos mil veinticuatro (2024), fecha en que expira el Certificado de Autorización Económica de esta empresa.

En Santo Domingo de Guzmán, Distrito Nacional, capital de la República Dominicana, a los veintiún (21) días del mes de febrero del año dos mil veintitrés (2023).

José Ernesto Marte Piantini
Dr. José Ernesto Marte Piantini
Presidente



EXHIBIT H

**OST FORM 4523
WAIVER OF WARSAW CONVENTION LIABILITY LIMITS**



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.⁵

2. Each Carrier shall, at the time of delivery of the ticket, furnish to each passenger whose transportation is governed by the Convention, or the Convention as amended by the Hague Protocol, and by the special contract described in paragraph 1, the following notice, which shall be printed in type at least as large as 10 point modern type and in ink contrasting with the stock on (i) each ticket; (ii) a piece of paper either placed in the ticket envelope with the ticket or attached to the ticket; or (iii) on the ticket envelope:

*ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of [certain] 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) Victor M. Pacheco President

(Name and Address of Carrier) Commercial Buildings, Third Level,

Cargo Terminal, Los Americas Int. Airport.

OST Form 4523 (Formerly CAB Form 263)



EXHIBIT I

FOREIGN AIR CARRIER FAMILY SUPPORT ACT PLAN

1. Overview

- 1.1. The purpose of the ARAJET, S.A. (“ARAJET”) Family Assistance Plan is to provide company personnel with the guidelines, procedures and training that will enable them to act in the best interests of the families of passengers involved in any aircraft accident involving ARAJET aircraft and resulting in a major loss of life, to treat survivors and families with dignity, and to respect the cultural and religious backgrounds of survivors and families.
- 1.2. This document is a part of a larger effort, which includes the National Transportation Safety Board, other government entities and appointed independent non-profit organizations, to assist survivors and families in the event of an aviation disaster.

2. Pre-Response Planning

- 2.1. In accordance with the Foreign Air Carrier Family Assistance Act of 1996 (49 U.S.C. Section 1136 & Section 41313), as amended by Vision 100 – Century of Aviation Reauthorization Act, ARAJET will publish this Family Assistance Plan and insert this plan into all appropriate ARAJET manuals.
- 2.2. The treatment of families of non-revenue passengers (and any other victim of the accident) will be the same as the treatment of the families of revenue passengers.
- 2.3. The ARAJET Emergency Response Team will be utilized to respond to likely needs of survivors and families.
- 2.4. Training will be based upon employee’s responsibilities and ARAJET will provide logistical support to the Response Team.
- 2.5. Training of Family Assistance Personnel will be conducted in conjunction with ARAJET’s training recognizing that:
 - 2.5.1. A list of trained Family Assistance Personnel will be maintained in the ARAJET Emergency Response Plan.
 - 2.5.2. Personnel who are in public contact positions need to know how to respond to inquiries and facilitate responses to them.
 - 2.5.3. Families may seek assistance from ARAJET at airports that are neither the

origin nor the destination of the flight.

- 2.5.4. Simulations of the Plan will be held annually in addition to participation in local disaster drills.
- 2.5.5. After an aviation disaster involving an ARAJET aircraft, a toll-free “800” number will be published for the use of families to inquire about passengers.
- 2.5.6. It is ARAJET’s policy that manifest information will only be released by the designated ARAJET Coordinator to the proper NTSB authorities, the director of family support services designated for the accident under section 1136(a)(1), the organization designated for the accident under section 1136(a)(2); the ARAJET NTSB Family Assistance Coordinator, ARAJET’s VP Quality & Safety/Chief Inspector, VP Flight Ops or their authorized representatives. Any other release of manifest information is considered unauthorized and prohibited.
- 2.5.7. ARAJET will inform family members (or family friends or clergy who are with the family) at an appropriate time, but as early as possible after being notified, that it is critical that they contact their family dentist to obtain the dental records and dental x-rays of their loved one. ARAJET will ask the family to have the records and x-rays sent by special courier to the address of the hotel where the joint family support operations center will be located. Packages should be addressed to the Director, Family Support Services, and NTSB. If the family is coming to the site the next day, the family may arrange to hand-carry these documents. If the family is already at the accident site or arrives without making these arrangements, the Disaster Mortuary Team personnel will coordinate with the family’s dentist to obtain dental records and dental x-rays.
- 2.5.8. ARAJET will ensure that its employees and agents receive adequate training to meet the needs of survivors and family members following an accident.

3. Passenger Manifest, Ticket Reconciliation and Notification

- 3.1. In order to determine which passengers actually boarded the flight, ARAJET personnel immediately after the accident will begin a review of the following:
 - 3.1.1. On board Passenger Manifest.
 - 3.1.2. Standby passengers.
 - 3.1.3. Non-revenue passengers.

- 3.1.4. Re-routed passengers.
- 3.1.5. Passengers who cancelled their reservation.
- 3.1.6. Jump seat riders.

This process could be delayed by persons traveling under different names.

- 3.2. ARAJET will release, upon request, to the NTSB Family Services Director a passenger list. This would be upon the firm understanding that the list reflects the best available information at the time of the request, that it may have inaccuracies and it may not be complete.
 - 3.2.1. All personnel involved with handling the manifest will be briefed as to the confidential/sensitive nature of this information.
 - 3.2.2. All appropriate manifest lists will be stamped “PRELIMINARY AND UNCONFIRMED” with date, time and list number.
 - 3.2.3. ARAJET will update the list periodically.
 - 3.2.4. Upon request, ARAJET will provide to the Department of State information in its possession about foreign passengers.
 - 3.2.5. ARAJET will coordinate as necessary with the Department of Justice for family meetings to explain Department of Justice services.
- 3.3. Notification Procedures
 - 3.3.1. As soon as information becomes available on each passenger, that passenger’s family will be notified.
 - 3.3.1.1. Notification to family members will be made prior to release of the passenger’s name to the public and, to the extent practical, in person.
 - 3.3.2. ARAJET personnel making the notification will be suitably trained as noted in Paragraphs 2.4, 2.5 and 2.5.8 of this document.
 - 3.3.3. ARAJET will secure a facility for family members that will insure privacy from solicitors and the media.
 - 3.3.4. After coordination with NTSB, ARAJET will provide a joint support operations center to provide logistical support to the federal staff.

3.3.5. As appropriate, ARAJET will continually update the public on the progress of family notification.

3.4. Confidential/Sensitive Information

3.4.1. As stated in paragraph 2.5.7 of this document, any unauthorized release of manifest information is prohibited.

4. Passenger Identification

4.1. Medical Examiner/Coroner

4.1.1. The medical examiner or coroner is responsible for the positive identification of fatalities.

4.1.1.1. If the victim has died, the medical examiner will coordinate with the Disaster Mortuary Team Commander to provide official notification of death to family.

4.1.1.2. For injured passengers, the hospital is responsible for status updates and either the hospital or ARAJET will advise the families.

5. Family Access to the Accident Site.

5.1. The NTSB has accident site jurisdiction.

5.2. Within the limits established by the authorities, ARAJET will respond to family requests for access to the accident scene.

5.3. ARAJET will assist up to two members (exceptions would be made as individual cases and cultural differences would have to be considered) of the family of a passenger traveling to the location of the accident and provide for the physical care of the family while the family is staying at such location.

5.3.1. For purposes of this plan, “Family” shall mean legal or common law spouse, parents or children of the injured/deceased. If the deceased has no Family as defined, up to two close living relatives would be considered “Family.”

5.3.2. Physical care.

5.3.2.1. Transportation to and from accident city.

5.3.2.2. Transportation to and from accident site.

5.3.2.3. Hotel accommodations at accident city for a reasonable time period.

5.3.2.4. Meal voucher during hotel stay and day of travel to and from the accident city.

6. Human Remains and Personal Effects

6.1. The medical examiner is responsible for the disposition of identifiable and unidentifiable human remains.

6.2. ARAJET shall work with authorities to return identifiable personal effects to victim's family rather than having ARAJET become a custodian of them; ARAJET and the authorities will work together to determine disposition of unidentifiable personal effects.

6.3. Personal effects that come into the control of ARAJET will be handled in the following manner after release from the NTSB:

6.3.1. ARAJET will consult with each family about the disposition of personal effects that are in ARAJET's control.

6.3.2. ARAJET will return to the family, if requested, any passenger's possession that is under the control of ARAJET.

6.3.3. ARAJET will retain for 18 months any unclaimed property of a passenger that is under ARAJET's control.

6.3.4. ARAJET will consult with the families about the construction by ARAJET of any planned monument, including the inscription on it.

6.3.5. ARAJET will only be able to return personal effects that come into ARAJET's control once permission of the NTSB has been obtained as the items may have some bearing on the accident investigation.

7. Liability for Man-Made Structures

7.1 In accordance with the 49 U.S.C. Section 41313(c), in the event of an accident resulting in significant damage to man-made structures or non-government-owned property on the ground, ARAJET shall promptly provide written notification directly to the owner of liability for any property damage and the means for obtaining compensation. Such notice shall advise the owner: (a) to contact the property insurer as the authoritative source for coverage and compensation information; (b) to not rely on unofficial information offered by ARAJET's representatives about compensation by ARAJET for accident-site property damage;

and (c) to obtain detailed evidence of property damage as soon as possible following the accident, consistent with restrictions to the accident site.

8. Simultaneous Electronic Transmission of NTSB Hearings

8.1 In accordance with 49 U.S.C. Section 41313(c), in the event of an accident in which the NTSB conducts a public hearing or comparable proceeding at a location more than eighty (80) miles from the accident site, ARAJET shall ensure the proceeding is made available simultaneously by electronic means at a location open to the public at the origin city and destination city of the ARAJET flight, if that city is located in the United States.

9. Relationship with Designated Independent Organization

9.1. ARAJET will work with the independent nonprofit organization that is designated under 49 U.S.C. Section 1136(a) (2) to provide mental health and counseling services to families.

9.1.1. Mental health services can be coordinated on a local basis through the nonprofit organization or these services can be brought in from another city where the airline may have a Mental Health Professional on retainer.

9.1.2. Should long-term counseling be required, ARAJET will coordinate with the nonprofit organization appointed by the NTSB, the family and the company providing the service.

9.2. ARAJET will develop a procedure to pay reasonable compensation to the NTSB-designated independent non-profit organization as required by 49 U.S.C. Section 41313(C)(11) where the nature and scope of its work and the kind of costs to be incurred have been discussed and agreed in advance.

9.3. ARAJET will coordinate with family members as to their need for American Red Cross for assistance.

9.4. ARAJET will participate in the daily coordination meetings to review daily activities, resolve problem areas, and to synchronize future family support operations and activities.

10. Third Party Service Provider

10.1 In order to fulfill its obligations under this Plan, ARAJET may contract with third party service providers who specialize in aviation disaster response services. ARAJET will work with any such third party service providers to carry out the responsibilities undertaken in this Plan.

11. Filing of this document with NTSB and DOT

11.1 Pursuant with the Foreign Air Carrier Family Assistance Act of 1996, 49 U.S.C. Section 41313(b), this document will be filed with the National Transportation Safety Board and the Department of Transportation.

12. Revisions and Code-Share Agreements

12.1. ARAJET reserves the right to introduce changes to this plan from time to time.

12.2. ARAJET does not presently have an approved code-share arrangement with any United States carrier. If ARAJET were to enter into such an agreement and it were approved, ARAJET may revise this plan.

13. Accidents Not Covered by this Plan

13.1 ARAJET will consult with the NTSB and the Department of State if it voluntarily provides assistance to U.S. citizens in the United States with respect to accidents outside the United States not covered by this plan involving loss of life.

14. Emergency Contact Information

14.1 ARAJET's 24-hour, 365 days a year contact is located in Route 66, Commercial Building, Third Level, Cargo Terminal in Las Americas International Airport, Dr. Jose Francisco Pena Gomez (AILA). Any agent of the U.S. government may contact operations center personnel at any time by dialing +1-809-273-7772. The telephone number has been submitted to the NTSB and can be used by the NTSB 24 hours per day, seven days per week.

EXHIBIT J

SUMMARY OF 14 C.F.R. 243 PROCEDURES (PASSENGER MANIFEST COLLECTION PROCEDURES)

ARAJET, S.A.

Introduction

This summary is submitted by ARAJET, S.A. to the U.S. Department of Transportation in accordance with 14 C.F.R. Part 243.

Summary of Procedures

For each covered flight segment, ARAJET, S.A. shall collect, or cause to be collected, the full name of each passenger who is a U.S. citizen. Any U.S. citizen who does not provide this information will not be permitted to board.

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

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

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

24 Hour Contact Information

ARAJET, S.A.'s 24-hour operations center is located Route 66, Commercial Building, Third Level, Cargo Terminal in Las Americas International Airport, Dr. Jose Francisco Pena Gomez (AILA). Any agent of the U.S. government may contact operations center personnel at any time by dialing + 1-809-273-7772 or via email at operations.usacontact@arajet.com

EXHIBIT K

Financial Summary

Confidential treatment requested pursuant to Rule 12.