

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

Application of

**GLOBAL JET AUSTRIA GMBH**

pursuant to 49 U.S.C. § 41302  
for a foreign air carrier permit  
(U.S.-Austria)

Docket OST-2006-

**APPLICATION OF GLOBAL JET AUSTRIA GMBH  
FOR A FOREIGN AIR CARRIER PERMIT**

Communications with respect to this document should be sent to:

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*Counsel for Global Jet Austria GmbH*

October 25, 2006

**Notice: Any person who wishes to support or oppose this application must file an answer by November 15, 2006 and serve that answer on above-named counsel and all persons served with this application.**

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FOR A FOREIGN AIR CARRIER PERMIT**

Pursuant to 49 U.S.C. § 41302 and Part 211 of the Economic Regulations of the Department of Transportation, Global Jet Austria GmbH (“GJA”) applies for a foreign air carrier permit to engage in (i) charter foreign air transportation of persons and property between any point or points in Austria and any point or points in the United States, either directly or via intermediate points in other countries, with or without stopovers, and beyond, coextensive with the rights provided under the U.S.-Austria Air Services Agreement and (ii) Fifth Freedom charter service pursuant to the prior approval requirements set forth in Part 212 of the Department’s Economic Regulations.

GJA is submitting foreign air carrier permit and exemption applications concurrently and requests that the Department review these applications under the streamlined regulatory procedures announced on August 23, 2005 (Docket OST-2005-22228). Pursuant to § 211.20 of the Department’s regulations, GJA states as follows:

1. The full name and address of the applicant is:

Global Jet Austria GmbH  
Teinfaltstrasse 8  
A-1010 Vienna  
Austria

The applicant is a corporation and is organized under the Austria Trade Law.

2. The name and official address of the government air transport authority having regulatory jurisdiction over GJA is:

Austro Control  
Schnirchgasse 11  
A-1030 Vienna  
Austria

GJA's current air operator certificate issued by Austro Control is attached as Exhibit 1.

3. Air transport between the United States and Austria is governed by the Air Services Agreement Between the Government of the United States of America and the Austrian Federal Government (1989), as amended (collectively, the "Agreement"). The authority requested here is consistent with the Agreement. GJA understands that the Austrian Federal Government has or soon will designate GJA to operate charter services pursuant to this Agreement.

4. GJA requests authority to engage in charter air transportation of passengers and property on an ad hoc, on demand basis between (i) any point or points in Austria and any point or points in the United States, either directly or via intermediate points in other countries, with or without stopovers, and beyond, coextensive with the rights provided under the U.S.-Austria Air Services Agreement and (ii) Fifth Freedom charter service pursuant to the prior approval requirements set forth in Part 212 of the Department's Economic Regulations. GJA intends to

commence ad hoc charter operations once DOT authority is issued, using the aircraft described in Paragraph 10.

5. The names, addresses and citizenship of GJA's managing directors, executive officers, and key technical personnel are as follows:

<u>Name and Position</u>	<u>Address</u>	<u>Citizenship</u>
Anoine David <i>President, Finance Director</i>	Teinfaltstrasse 8 A-1010 Vienna, Austria	French
Frantz Strecker <i>Flight Operations Director, Chief Pilot</i>	(Same)	Austrian
Michael Friedrich <i>Ground Operations Director</i>	(Same)	German
Stefan Wetl <i>Maintenance Director</i>	(Same)	Austrian
Gunther Schindl <i>Chief Inspector</i>	(Same)	Austrian
Martin Pfister <i>Safety Director</i>	(Same)	Swiss

None of the individuals listed above are related by blood or marriage.

6. GJA is 80 percent owned by Albatross Capital S.A., a Luxembourg corporation, which is in turn owned by Antoine David, President and Finance Director of GJA and a French citizen. GJA is 20 percent owned by Global Jet Luxembourg S.A. Global Jet Luxembourg S.A. is 90 percent owned by Albatross Capital S.A., which, as stated above, is owned by Antoine David. Global Jet Luxembourg S.A. is 9.92 percent owned by Moorhouse Development Limited, a BVI company, which in turn is owned by Michel Reybier, a French citizen.<sup>1</sup>

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<sup>1</sup> To the extent necessary, GJA requests a waiver of the Department's homeland ownership and control policy. GJA is an Austrian corporation headquartered in Vienna, Austria, which is an Open Skies partner of the United States. GJA has been licensed by the Austrian Federal Government and understands

7. GJA neither receives nor expects to receive any financial assistance from the Austrian Federal Government. Neither GJA nor its owner, officers, directors or managers hold any interest in a U.S. carrier or any other entity engaged in the business of aeronautics, except as follows: Antoine David owns Albatross Capital S.A., a Luxembourg corporation, which in turn owns 90 percent of Global Jet Luxembourg S.A., a charter operator of corporate aircraft that provides ad hoc, on demand passenger transportation.

8. GJA estimates a traffic forecast of twenty (20) flights or less to the United States in the first year of operations. Based on hourly hire rates, this will result in approximately USD \$2 million gross revenue before tax and all other expenses are paid.

9. GJA is a privately held company founded in 2005 by Global Jet Luxembourg S.A. and Mr. Antoine David, GJA's President and Finance Director. GJA is based in Austria and operates international business aviation and charter services on an on demand, ad hoc basis to European clientele. GJA currently operates to worldwide destinations and plans to expand into the transatlantic market.

10. GJA operates the aircraft listed below:

<u>Aircraft Type</u>	<u>Registration Number</u>	<u>Country of Registry</u>	<u>Status</u>
BBJ (B-737)	OE-ILX	Austria	Leased
Challenger 604	OE-IPK	Austria	Leased
	OE-IGL	Austria	Leased
Global Express	OE-INC	Austria	Leased
Hawker 850	OE-IPH	Austria	Leased
Falcon 900	OE-IDX	Austria	Leased

---

the Austrian Federal Government either already has or shortly will designate GJA to operate charter service to the U.S. While the ultimate ownership rests with nationals of France, France is also an Open Skies partner of the U.S. Most importantly, there is nothing in the ownership and control structure of this carrier that would be inimical to U.S. aviation policy or interest in these circumstances; hence a waiver is appropriate. PrivatAir GmbH, Department of Transportation, OST 2003-14630-5 (March 11, 2004).

All aircraft are used exclusively by GJA. GJA expects to acquire an additional ten business aircraft over the next two years.

11. Maintenance on GJA's aircraft will be performed in Europe by Jet Aviation, TAG Aviation, Lufthansa Bombardier Aviation Services, Lufthansa Technik, and Dassault Falcon. While in the United States, any necessary maintenance will be performed by one or more contractors approved by the FAA and the European Joint Airworthiness Authority. GJA's maintenance program complies with ICAO Pilots and Airmen Annexes 1, 6 (Part 1), and 7.

12. At present, GJA does not have any code-share agreements or other cooperative agreements with any U.S. carriers, non-U.S. carriers, or air freight forwarders or consolidators that would affect the proposed service to the United States.

13. GJA meets the Department's requirements for insurance. Attached as Exhibit 2 are OST Forms 6411 for the aircraft that will operate to the United States.

14. A copy of GJA's financial information summaries consisting of a balance sheet and a profit and loss statement are being submitted with a motion for confidential treatment pursuant to Rule 12 of the Department's rules of practice.

15. GJA has not experienced any safety or tariff violations or fatal accidents since it began operations.

16. GJA will submit, in Docket OST-1998-3304, a copy of its Aviation Disaster Family Assistance Plan as required by 49 U.S.C. § 41313.

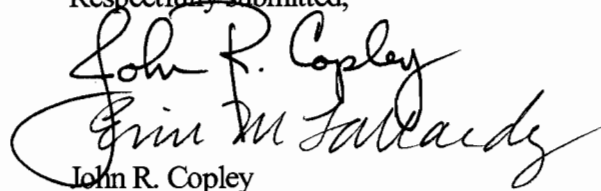
17. Attached as Exhibit 3 is a statement summarizing how GJA intends to collect the passenger manifest information required pursuant to Part 243 of the Department's regulations.

18. Attached as Exhibit 4 is OST Form 4523, a partial waiver of the liability limitations of the Warsaw Convention.

19. The verification required by § 211.11 of the Department's regulations is attached as Exhibit 5.

WHEREFORE, Global Jet Austria GmbH submits that grant of this application would be consistent with the public interest, and requests that the Department issue foreign air carrier permit authority under 49 U.S.C. § 41302 to enable GJA to engage in (i) charter foreign air transportation of persons and property between any point or points in Austria and any point or points in the United States, either directly or via intermediate points in other countries, with or without stopovers, and beyond, coextensive with the rights provided under the U.S.-Austria Air Services Agreement and (ii) Fifth Freedom charter service pursuant to the prior approval requirements set forth in Part 212 of the Department's Economic Regulations.

Respectfully submitted,

Handwritten signatures of John R. Copley and Erin M. Tallardy. The signature of John R. Copley is written in black ink and is positioned above the signature of Erin M. Tallardy, which is written in blue ink.

John R. Copley  
Erin M. Tallardy  
Garofalo Goerlich Hainbach PC

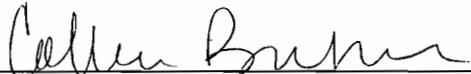
*Counsel for Global Jet Austria GmbH*

October 25, 2006



CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of October 2006, a copy of the foregoing Application of Global Jet Austria GmbH for a Foreign Air Carrier Permit has been served by electronic mail on the parties named below.

  
Colleen Buhner

Carl B. Nelson (American Airlines)	<a href="mailto:carl.nelson@aa.com">carl.nelson@aa.com</a>
Marshall S. Sinick (for FWIA)	<a href="mailto:msinick@ssd.com">msinick@ssd.com</a>
John L. Richardson (for Amerijet Intl.)	<a href="mailto:jrichardson@johnlrichardson.com">jrichardson@johnlrichardson.com</a>
Hershel I. Kamen (Continental Airlines)	<a href="mailto:hkamen@coair.com">hkamen@coair.com</a>
Sametta C. Barnett (for Delta Air Lines)	<a href="mailto:sametta.c.barnett@delta.com">sametta.c.barnett@delta.com</a>
Stephen H. Lachter (for ASTAR)	<a href="mailto:lachter@starpower.net">lachter@starpower.net</a>
David Short (Federal Express)	<a href="mailto:dshort@fedex.com">dshort@fedex.com</a>
Howard Kass (US Airways)	<a href="mailto:howard_kass@usairways.com">howard_kass@usairways.com</a>
Jeffrey A. Manley (for Polar Air Cargo and United Air Lines)	<a href="mailto:jeffrey.manley@wilmerhale.com">jeffrey.manley@wilmerhale.com</a>
David L. Vaughan (for United Parcel Service)	<a href="mailto:dvaughan@kelleydrye.com">dvaughan@kelleydrye.com</a>
Sascha Van der Bellen (Northwest Airlines)	<a href="mailto:sascha.vanderbellen@nwa.com">sascha.vanderbellen@nwa.com</a>
Malcolm L. Bengé (for World Airways)	<a href="mailto:mlbenge@zsrlaw.com">mlbenge@zsrlaw.com</a>
Mark Atwood (for Kalitta Air)	<a href="mailto:matwood@sherblackwell.com">matwood@sherblackwell.com</a>
Brian Hunt (ATA Airlines)	<a href="mailto:brian.hunt@iflyata.com">brian.hunt@iflyata.com</a>
Thomas Lydon (Evergreen Aviation)	<a href="mailto:tom.lydon@evergreenaviation.com">tom.lydon@evergreenaviation.com</a>
John Byerly (U.S. Department of State)	<a href="mailto:byerlyjr@state.gov">byerlyjr@state.gov</a>
James J. Ballough (Federal Aviation Administration)	<a href="mailto:jim.ballough@faa.gov">jim.ballough@faa.gov</a>

EXHIBIT 1

Air Operator Certificate

**REPUBLIC OF AUSTRIA**

Austro Control  
Österreichische Gesellschaft für Zivilluftfahrt mbH

**AIR OPERATOR CERTIFICATE**

**A - 098**

Pursuant to the Regulation EC 2407/92 for the time being in force Austro Control GmbH hereby grants, subject to the conditions annexed hereto, an air operator's certificate to:

**Global Jet Austria GmbH**

Teinfaltstrasse 8

A-1010 Wien

This air transport undertaking has satisfied the Operator Certification Requirements prescribed in JAR-OPS 1 in the current version and in the AOC Regulation, BGBl. Nr. 425/2004 in the last valid version and has the professional ability and organization to secure the safe operation of the following categories of aircraft:

aircraft of less than 10 tonnes mtom (maximum take off mass) and/or less than 20 seats  
and  
aircraft of more than 10 tonnes mtom (maximum take off mass) and/or more than 20 seats  
on flights for the purpose of commercial air transportation and for the aviation activities specified in the Annex to this certificate.


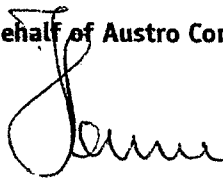
Furthermore, it is certified that the air transport undertaking mentioned above in its flight operations and maintenance activities is subject to a government inspection system.

This certificate is not transferable and may be restricted or revoked when the conditions of issuance are no more satisfied.

**Date of issue:** July 27<sup>th</sup>, 2006

**Date of expiry:** November 10<sup>th</sup>, 2006

On behalf of Austro Control GmbH



**Horst Hasenhütl**  
**Department Operations**



GZ: OPL780-98/5-06

**OPERATIONS SPECIFICATION continued**  
**A - 098-06**

Aircraft Type	Reg. OE-	MNPSA	ETOPS Div. Time	AWO Cat. II/III	RVSM	RNAV
CL600-2B16	IPK	auth	N/A*)	not auth	1)2)3)4)5)6)7)8)9)	B-RNAV
CL600-2B16	IGJ	auth	N/A*)	not auth	1)2)3)4)5)6)7)8)9)	B-RNAV
BD-700-1A11	INC	auth	N/A*)	not auth	1)2)3)4)5)6)7)8)9)	B-RNAV
Falcon 900EX	IDX	auth	N/A	not auth	1)2)3)4)5)6)7)8)9)	B-RNAV
Hawker HS850XP	IPH	auth	N/A*)	not auth	1)2)3)4)5)6)7)8)9)	B-RNAV
Boeing B 737-8DR	ILX	auth	N/A*)	not auth	1)2)3)4)5)6)7)8)9)	B-RNAV

\*) NON-ETOPS DIV TIME 120 min

**Remarks:** All operations shall be conducted in accordance with JAR-OPS 1 and the specifications and minima prescribed in the Operations Manual

N/A .....	not applicable	B-RNAV	RNP-5
LVT .....	low visibility take off	P-RNAV	RNP-1

## RVSM Regions:

- 1 = EUR (Europe, including EUR/SAM Corridor)
- 2 = MID EAST (Middle East including Caucasus Area)
- 3 = NAT (North Atlantic including Canada North and WATRS -West Atlantic Transition Corridor)
- 4 = NAM (North American RVSM inclusive Canada South, USA and Alaska, Gulf of Mexico, Atlantic High Off-Shore Airspace and San Juan Area)
- 5 = CAR/SAM (Caribbean and South America)
- 6 = PAC (Pacific including Australia and New Zealand)
- 7 = WPAC/SCS (Western Pacific, South China Sea)
- 8 = ASI (Asia/Europe - South of Himalayas)
- 9 = JAP (Japan /Korea)

Date of issue: October 6<sup>th</sup>, 2006

On behalf of Austro Control GmbH

**Horst Hasenhütl**  
Department Operations



GZ: OPL780-98/6-06

**Annex to Air Operator's Certificate A - 089****OPERATIONS SPECIFICATION  
A - 098 - 06**

**Issued to:** Global Jet Austria GmbH  
Teinfaltstrasse 8  
A-1010 Wien

**Types of Operations:**

Commercial Air Transport - Aeroplanes  
Specifications: IFR  
VFR/Day

**Authorized Areas of Operations:** no restrictions

Provided the required insurance covers the whole area

**Types and Registration of Aircraft:**

Challenger 604, CL600-2B16	OE-IPK
Challenger 604, CL600-2B16	OE-IGJ
Bombardier BD-700-1A11	OE-INC
Dassault Falcon 900EX	OE-IDX
Hawker HS850XP	OE-IPH
Boeing 737-8DR	OE-ILX

**Dry lease in aircraft:** none

**Transport of Dangerous Goods:** not authorized

**Date of issue:** October 6<sup>th</sup>, 2006

**Remarks:**

All operations shall be conducted in accordance with provisions of the Operations Manual

EXHIBIT 2

Insurance



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 7th St., SW, Washington, D.C. 20590.

NOTE: For information on where to file completed copies of this form, see FILING INSTRUCTIONS below.

OMB No. 2106-0030 Expires 2-29-04

U.S. 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: Winterthur Insurance, Head Office, General Guisan-Str. 40, 8401 Winterthur, Switzerland (Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to Global Jet Austria, Teinfaltstrasse 8, A-1010 Wien / Austria FAA Certificate Number (Name, address and FAA Certificate number of Insured Foreign Air Carrier)

effective from 07/20/2006 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;
x is licensed or approved by the government of Switzerland 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 CHARTER 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:

Table with 4 columns: Policy No., Type of Liability, Each person, Each Occurrence. Rows include Combined Bodily Injury and Passenger Bodily Injury with corresponding minimum limits.

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

Policy No. Amount of Coverage U.S. Dollars

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

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

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

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

Separate Coverages:

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. 14.029.890 \_\_\_\_\_ Amount of Coverage 150'000'000.00 \_\_\_\_\_ U.S. Dollars

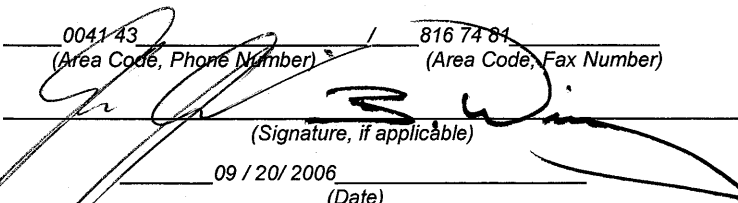
This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

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.
Falcon 900 DX EASy	OE-IDX

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

Winterthur Insurance <i>(Name of Insurer)</i>	_____	_____	_____
General Guisan-Str. 40 <i>(Address)</i>	_____	_____	_____
Winterthur, 8401, Switzerland <i>(City, State, Zip Code)</i>	_____	_____	_____
Michael Maier Contact <i>(person who can verify the effectiveness of the coverage)</i>	_____	_____	_____
0041 43 <i>(Area Code, Phone Number)</i>	816 74 81 <i>(Area Code, Fax Number)</i>	_____	_____
 <i>(Signature, if applicable)</i>	_____	_____	_____
09 / 20 / 2006 <i>(Date)</i>	_____	_____	_____





Office of the Secretary of Transportation

AGENCY DISPLAY OF ESTIMATED BURDEN

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NOTE: For information on where to file completed copies of this form, see FILING INSTRUCTIONS below.

OMB No. 2106-0030 Expires 2-29-04

U.S. 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: Winterthur Insurance, Head Office, General Guisan-Str. 40, 8401 Winterthur, Switzerland (Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to Global Jet Austria, Teinfaltstrasse 8, A-1010 Wien / Austria FAA Certificate Number (Name, address and FAA Certificate number of Insured Foreign Air Carrier)

effective from 05/10/2006 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;
- x is licensed or approved by the government of Switzerland 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 CHARTER 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):

Table with columns: Policy No., Type of Liability, Minimum Limit (Each person, Each Occurrence). Rows include Combined Bodily Injury and Passenger Bodily Injury.

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

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

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

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

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

Separate Coverages:

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. 14.017.302 \_\_\_\_\_ Amount of Coverage 150'000'000.00 \_\_\_\_\_ U.S. Dollars

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

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

Make and Model

FAA or Foreign Flag Registration No.

Operations conducted with all aircraft operated by the insured

Operations conducted with the following types of aircraft:

Challenger 604, MSN 5598

OE-IGJ

Operations with the following aircraft: *(Use additional page if necessary)*

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

Winterthur Insurance

(Name of Insurer)

(Name of Broker, if applicable)

General Guisan-Str. 40

(Address)

(Address)

Winterthur, 8401, Switzerland

(City, State, Zip Code)

(City, State, Zip Code)

Michael Maier

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

(Officer or authorized representative)

0041 43

(Area Code, Phone Number)

816 74 81

(Area Code, Fax Number)

(Area Code, Phone Number)

(Area Code, Fax Number)

(Signature, if applicable)

(Signature)

09 / 20 / 2006

(Date)

(Date)



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 7th St., SW, Washington, D.C. 20590.

NOTE: For information on where to file completed copies of this form, see FILING INSTRUCTIONS below.

OMB No. 2106-0030 Expires 2-29-04

U.S. 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: Winterthur Insurance, Head Office, General Guisan-Str. 40, 8401 Winterthur, Switzerland (Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to Global Jet Austria, Teinfaltstrasse 8, A-1010 Wien / Austria FAA Certificate Number (Name, address and FAA Certificate number of Insured Foreign Air Carrier)

effective from 05/10/2006 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;
x is licensed or approved by the government of Switzerland 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 CHARTER 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:

Table with 4 columns: Policy No., Type of Liability, Each person, Each Occurrence. Rows include Combined Bodily Injury and Passenger Bodily Injury with corresponding limits.

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

Policy No. Amount of Coverage U.S. Dollars

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

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

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

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

Separate Coverages:

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. 14.037.976 and 14.037.977 \_\_\_\_\_ Amount of Coverage 500'000'000.00 \_\_\_\_\_ U.S. Dollars

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

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

Make and Model

FAA or Foreign Flag Registration No.

Operations conducted with all aircraft operated by the insured

Operations conducted with the following types of aircraft:

Boeing 737-8DR (BBJ)

OE-ILX

Operations with the following aircraft: *(Use additional page if necessary)*

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

Winterthur Insurance \_\_\_\_\_  
(Name of Insurer)

\_\_\_\_\_ (Name of Broker, if applicable)

General Guisan-Str. 40 \_\_\_\_\_  
(Address)

\_\_\_\_\_ (Address)

Winterthur, 8401, Switzerland \_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_ (City, State, Zip Code)

Michael Maier \_\_\_\_\_  
Contact (person who can verify the effectiveness of the coverage)

\_\_\_\_\_ (Officer or authorized representative)

0041 43 / 816 74 81 \_\_\_\_\_  
(Area Code, Phone Number) (Area Code, Fax Number)

\_\_\_\_\_ / \_\_\_\_\_  
(Area Code, Phone Number) (Area Code, Fax Number)

 \_\_\_\_\_  
(Signature, if applicable)

\_\_\_\_\_ \_\_\_\_\_  
(Signature)

09 / 20 / 2006 \_\_\_\_\_  
(Date)

\_\_\_\_\_ \_\_\_\_\_  
(Date)



Office of the Secretary of Transportation

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OMB No. 2106-0030 Expires 2-29-04

U.S. 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: Winterthur Insurance, Head Office, General Guisan-Str. 40, 8401 Winterthur, Switzerland (Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to Global Jet Austria, Teinfaltstrasse 8, A-1010 Wien / Austria FAA Certificate Number (Name, address and FAA Certificate number of Insured Foreign Air Carrier)

effective from 05/10/2006 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;
x is licensed or approved by the government of Switzerland 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 CHARTER 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):

Table with 4 columns: Policy No., Type of Liability, Each person, Each Occurrence. Includes rows for Combined Bodily Injury and Passenger Bodily Injury with corresponding minimum limits.

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

Policy No. Amount of Coverage U.S. Dollars

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

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

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

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

Separate Coverages:

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. 14.028.999 \_\_\_\_\_ Amount of Coverage 250'000'000.00 \_\_\_\_\_ U.S. Dollars

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

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

Make and Model

FAA or Foreign Flag Registration No.

Operations conducted with all aircraft operated by the insured

Operations conducted with the following types of aircraft:

Global Express 5000

OE-INC

Operations with the following aircraft: (Use additional page if necessary)

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

Winterthur Insurance \_\_\_\_\_  
(Name of Insurer)

\_\_\_\_\_  
(Name of Broker, if applicable)

General Guisan-Str. 40 \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

Winterthur, 8401, Switzerland \_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(City, State, Zip Code)

Michael Maier \_\_\_\_\_  
Contact (person who can verify the effectiveness of the coverage)

\_\_\_\_\_  
(Officer or authorized representative)

0041 43 \_\_\_\_\_ 816 74 81 \_\_\_\_\_  
(Area Code, Phone Number) (Area Code, Fax Number)

\_\_\_\_\_  
(Area Code, Phone Number) (Area Code, Fax Number)

\_\_\_\_\_  
(Signature, if applicable)

\_\_\_\_\_  
(Signature)

09 / 20 / 2006 \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



Office of the Secretary of Transportation

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NOTE: For information on where to file completed copies of this form, see FILING INSTRUCTIONS below.

OMB No. 2106-0030 Expires 2-29-04

U.S. 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: Winterthur Insurance, Head Office, General Guisan-Str. 40, 8401 Winterthur, Switzerland (Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to Global Jet Austria, Teinfaltstrasse 8, A-1010 Wien / Austria FAA Certificate Number (Name, address and FAA Certificate number of Insured Foreign Air Carrier)

effective from 08/10/2006 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;
x is licensed or approved by the government of Switzerland 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 CHARTER 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):

Table with 4 columns: Policy No., Type of Liability, Each person, Minimum Limit. Rows include Combined Bodily Injury and Passenger Bodily Injury.

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

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

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

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

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

Separate Coverages:

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. 14.032.617 \_\_\_\_\_ Amount of Coverage 150'000'000.00 \_\_\_\_\_ U.S. Dollars

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

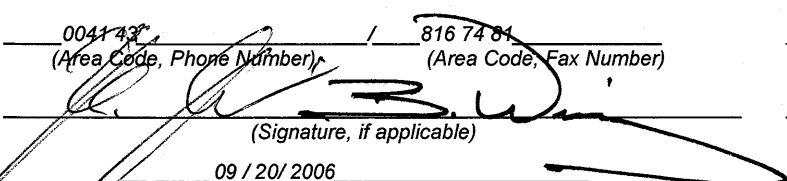
3. The policy or policies listed in this certificate insure(s) *(Check One)*:

- 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. \_\_\_\_\_

Hawker 850 XP \_\_\_\_\_ OE-IPH

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

Winterthur Insurance _____ <i>(Name of Insurer)</i>	_____ <i>(Name of Broker, if applicable)</i>
General Guisan-Str. 40 _____ <i>(Address)</i>	_____ <i>(Address)</i>
Winterthur, 8401, Switzerland _____ <i>(City, State, Zip Code)</i>	_____ <i>(City, State, Zip Code)</i>
Michael Maier _____ <i>Contact (person who can verify the effectiveness of the coverage)</i>	_____ <i>(Officer or authorized representative)</i>
0041 43 _____ / 816 74 81 _____ <i>(Area Code, Phone Number) (Area Code, Fax Number)</i>	_____ / _____ <i>(Area Code, Phone Number) (Area Code, Fax Number)</i>
 _____ <i>(Signature, if applicable)</i>	_____ <i>(Signature)</i>
09 / 20 / 2006 _____ <i>(Date)</i>	_____ <i>(Date)</i>





Office of the Secretary of Transportation

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NOTE: For information on where to file completed copies of this form, see FILING INSTRUCTIONS below.

OMB No. 2106-0030 Expires 2-29-04

U.S. FOREIGN AIR CARRIERS CERTIFICATE OF INSURANCE

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

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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: Winterthur Insurance, Head Office, General Guisan-Str. 40, 8401 Winterthur, Switzerland (Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to Global Jet Austria, Teinfaltstrasse 8, A-1010 Wien / Austria FAA Certificate Number (Name, address and FAA Certificate number of Insured Foreign Air Carrier)

effective from 05/10/2006 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;
x is licensed or approved by the government of Switzerland 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 CHARTER 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):

Table with 4 columns: Policy No., Type of Liability, Each person, Each Occurrence. Rows include Combined Bodily Injury and Passenger Bodily Injury.

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

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

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

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

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

Separate Coverages:

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. 14.013.786 \_\_\_\_\_ Amount of Coverage 150'000'000.00 \_\_\_\_\_ U.S. Dollars

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

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

Make and Model

FAA or Foreign Flag Registration No.

Operations conducted with all aircraft operated by the insured

Operations conducted with the following types of aircraft:

Challenger 604, MSN 5612

OE-IPK

Operations with the following aircraft: *(Use additional page if necessary)*

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

Winterthur Insurance \_\_\_\_\_  
*(Name of Insurer)*

\_\_\_\_\_  
*(Name of Broker, if applicable)*

General Guisan-Str. 40 \_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Address)*

Winterthur, 8401, Switzerland \_\_\_\_\_  
*(City, State, Zip Code)*

\_\_\_\_\_  
*(City, State, Zip Code)*

Michael Maier \_\_\_\_\_  
*Contact (person who can verify the effectiveness of the coverage)*

\_\_\_\_\_  
*(Officer or authorized representative)*

0041 43 \_\_\_\_\_ 816 74 81 \_\_\_\_\_  
*(Area Code, Phone Number) (Area Code, Fax Number)*

\_\_\_\_\_  
*(Area Code, Phone Number) (Area Code, Fax Number)*

\_\_\_\_\_  
*(Signature, if applicable)*

\_\_\_\_\_  
*(Signature)*

09 / 20 / 2006 \_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Date)*

EXHIBIT 3

Passenger Manifest Information

**Global Jet Austria GmbH**

**PROPOSED PASSENGER MANIFEST PROCEDURES**

GJA intends to comply with the specified manifest requirements by requesting its U.S. citizen passengers to complete a pre-printed information form (see next page) that will be made available at the airport prior to departure. The form will indicate that passenger name information is required and that a contact name and telephone information is optional. If necessary, GJA will fax the required information to the U.S. State Department and, upon request, to the National Transportation Safety Board.

BOARDING INFORMATION

U.S. Department of Transportation  
regulations require that we  
request each U.S. citizen to provide the  
following information **PRIOR TO BOARDING**

---

Full Name of Passenger(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Flight No. \_\_\_\_\_ Date \_\_\_\_\_

Name of Contact not traveling  
on this flight (optional) \_\_\_\_\_

Contact Telephone No. and country  
of residence (optional) \_\_\_\_\_

**Please print in bold letters and large numbers**

EXHIBIT 4

Partial Waiver of Liability Limitations of the Warsaw Convention



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, 1986, 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 12<sup>th</sup>, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28<sup>th</sup>, 1955. However, in accordance with Article 22(i) 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(i) 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 GLOBAL JET AUSTRIA

[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]
[signature and title]

Global Jet Austria GmbH

OST Form 4523

(Formerly CAB Form 263)

Teinfalstrasse 8, A-1010 Vienna Austria

EXHIBIT 5

Verification



Verification

Pursuant to title 18 of the United States Code section 1001, I, Antoine DAVID, 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.

  
Antoine DAVID  
President  
Global Jet Austria GmbH

25 Oct 2006

Date