

**INSURANCE REQUIREMENTS
AIR CARRIERS**

A. Policies and Limits

The Air Carrier shall demonstrate that it currently has possession of at a minimum, the types and amounts of insurances specified below.	
<p>I. Comprehensive Liability Insurance <i>Commercial/Comprehensive General Liability, Bodily Injury and Property Damage to Third Parties, Passenger Liability, Personal Injury and Advertising Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Operations, Independent Contractors, Products-Completed Operations Liabilities, and Cargo Legal Liabilities. Explosion, Collapse and Underground Property Damage Liability Coverage shall not be excluded.</i></p>	<p style="text-align: center;"><u>Limits</u></p> <p>\$300,000,000.00 (for 21 SOB¹ and up) \$50,000,000.00 (for up to 20 SOB or exclusively Cargo OPS) \$10,000,000.00 (for up to 9 SOB)</p>
<p>II. Aircraft Liability Insurance <i>Bodily injury or death, personal injury, and property damage for all owned, operated, maintained, non-owned, leased, or hired aircraft, including passenger coverage.</i></p>	<p>\$300,000,000.00 (for 21 SOB and up) \$50,000,000.00 (for up to 20 SOB or exclusively Cargo OPS) \$10,000,000.00 (for up to 9 SOB)</p>
<p>III. Commercial Automobile Liability <i>Covering owned, non-owned and hired vehicles, operating in the Airport.</i></p>	<p>\$5,000,000.00</p>
<p>IV. Workers' Compensation, Unemployment and Disability Insurance</p>	<p>Statutory Limits</p>
<p>V. Commercial Property Insurance</p>	<p>Covering full value of the airline property.</p>

B. Additional Insured - The following entities shall be named as Additional Insured under the Comprehensive Airline Liability Policy and Aircraft Liability Insurance Policy:

AEROSTAR AIRPORT HOLDINGS, LLC
PO BOX 38085
SAN JUAN, PR 00937-1085

PUERTO RICO PORTS AUTHORITY
PO BOX 362829
SAN JUAN, PR 00936-2829

CITIBANK, NA AS COLLATERAL AGENT
CITIBANK AGENCY & TRUST
388 GREENWICH STREET
NEW YORK, NY 10013

¹ Souls on Board

C. Endorsements

- a. Waiver of Subrogation: The insurer hereby waives its right of subrogation against any affiliated, associated and/or subsidiary corporation or companies and/or any partners, officers, and/or individuals connected therewith. This insurance shall not be invalidated, should the insured warrant in writing prior to a loss, any or all rights of recovery against any party for loss occurring to the property described herein.
- b. Hold Harmless: The Air Carrier, for itself, agents, employees, and successor assigns and agrees to save and hold harmless the Aerostar Airport Holdings, LLC, the Puerto Rico Ports Authority, and Citibank, NA from and against any and all claims, demands and/or suits whether judicial or extrajudicial for any cause whatsoever arising out of or related to the execution of the contract described below, and its insurers shall defend the owner from such claims, demands and/or suits and shall bear all the expenses for such defense contemplated within the coverages and limits provided by this policy.
- c. Notice of Cancellation with thirty (30) day prior notification: The coverage of this policy cannot be amended with the purpose of reducing the protection below the limits herein specified or any other circumstance, nor can the same be canceled without the previous written notification to Aerostar Airport Holdings, LLC, the Puerto Rico Ports Authority and Citibank, NA, within thirty (30) days in case of non-renewal of the policy.
- d. Primary and Noncontributory: This insurance is primary and without the right of contribution from any other insurance as may be carried by the Additional Insured.