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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re: :
: Chapter 11
AVIANCA HOLDINGS S.A. *et al.*,¹ :
: Case No. 20-11133 (MG)
Debtors. :
: (Jointly Administered)
: :
-----X

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on November 2, 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered the *Order (I) Confirming Further Modified Joint Chapter 11 Plan of Avianca Holdings S.A. and Its Affiliated Debtors and (II) Granting Related Relief* (the “Confirmation Order”) [Docket No. 2300] confirming and

¹ The Debtors in these chapter 11 cases (the “Chapter 11 Cases”), and each Debtor’s federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A); Aero Transporte de Carga Unión, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central LLC (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Loyalty Bermuda Ltd. (N/A); AV Taca International Holdco S.A. (N/A); Aviacorp Enterprises S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int’l Enterprises, Inc. (59-2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaragüense de Aviación, Sociedad Anónima (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A). The Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.



approving the *Further Modified Joint Chapter 11 Plan of Avianca Holdings S.A. and Its Affiliated Debtors* [Docket No. 2259] (as amended, modified or supplemented, the “Plan”).²

PLEASE TAKE FURTHER NOTICE that the Plan contemplates the submission of certain documents (or forms thereof), schedules, and exhibits (each a “Plan Supplement”).

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file the following Plan Supplements:

- Exhibit A** Description of Restructuring Transactions and Transaction Steps
- Exhibit A-1** Blackline of Description of Restructuring Transactions and Transaction Steps
- Exhibit C** Warrant Agreement
- Exhibit C-1** Blackline of Warrant Agreement Against October 26 Version
- Exhibit E-1** Schedule of Assumed Contracts (General Executory Contracts)
- Exhibit E-1(A)**
Blackline of Schedule of Assumed Contracts (General Executory Contracts) Against October 26 Version
- Exhibit E-2** Schedule of Assumed Aircraft Leases with Definitive Documentation
- Exhibit E-2(A)**
Blackline of Schedule of Assumed Aircraft Leases with Definitive Documentation Against November 30 Version
- Exhibit H** Secured RCF Amendment
- Exhibit H-1** Blackline of Secured RCF Amendment Against October 5 Version
- Exhibit J** Form of Exit Facility Indentures
- Exhibit J-1** Blackline of Form of Exit Facility Indentures Against October 13 Version
- Exhibit K** Shareholders Agreement
- Exhibit K-1** Blackline of Shareholders Agreement Against October 26 Version
- Exhibit N** Amendment to the ECCA
- Exhibit N-1** Blackline of Amendment to the ECCA Against October 26 Version
- Exhibit O** Second Amendment to the ECCA

PLEASE TAKE FURTHER NOTICE THAT the Debtors reserve all rights to amend, supplement, or modify the Plan Supplements through the Effective Date in accordance with the Plan, the Bankruptcy Code, and the Bankruptcy Rules.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan was October 19, 2021, at 4:00 p.m., prevailing Eastern Time. Any objection to the enclosed

² All capitalized terms used but not otherwise defined herein shall have the same meanings as in the Plan.

modifications to Exhibit E-1 to the Plan Supplement **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **December 8, 2021, at 4:00 p.m., prevailing Eastern Time**:

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PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Plan, or any of the Plan Supplements, you should contact Kurtzman Carson Consultants LLC, the Solicitation Agent retained by the Debtors in these chapter 11 cases (the “Solicitation Agent”), by: (a) calling the Debtors’ restructuring hotline at (866) 967-1780 or, for international callers, +1 (310) 751-2680; (b) visiting the Debtors’ restructuring website at: <http://www.kccllc.net/avianca>; and/or (c) writing to Avianca Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.nysb.uscourts.gov>.

Dated: New York, New York
December 1, 2021

/s/ Evan R. Fleck

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Exhibit A to Notice of Plan Supplement

Description of Restructuring Transactions and Transaction Steps

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Reorganized AVH – Description of Restructuring Transactions and the Transaction Steps

This memorandum is comprised of three sections. Section A sets out the background to the Transaction (as defined below). Section B sets out a high-level list of steps required to be carried out by the Debtors to effect the Transaction. Section C comprises structure charts reflecting the current structure, as well as the structure immediately prior to, and immediately following, emergence.

This memorandum is not intended to be a comprehensive set of all steps required to be taken. Instead, it is intended to be illustrative of the key steps required to be carried out in connection with the Transaction. Whilst this memorandum illustrates steps occurring in sequential order, certain steps may not follow a particular sequence, may occur concurrently, or may be amended or added before emergence as discussions on the overall fiscal and accounting efficacy of the Plan of Reorganization is further developed.

SECTION A. BACKGROUND

- (a) On May 10, 2020 (and, with respect to certain entities, September 21, 2020), Avianca Holdings S.A. (“AVH”) and certain of its subsidiaries (AVH and such subsidiaries, each, a “Debtor” and, collectively, the “Debtors”) commenced cases for voluntary relief under the Bankruptcy Code in the U.S. Bankruptcy Court.
- (b) On August 10, 2021, the Debtors filed a plan of reorganization (as amended and/or supplemented from time to time, the “Plan of Reorganization”) which provides for, among other things, (a) the conversion of the Aggregate Tranche B DIP Obligations Amount into equity interests of a new holding company of the reorganized Debtors (“Reorganized AVH”) in exchange for the forgiveness, extinguishment, termination, cancellation and repayment in full of the Aggregate Tranche B DIP Obligations Amount and the termination and release of the guarantees and security interests related thereto (including, under the DIP Credit Agreement, among other documents and agreements), (b) an equity raise by Reorganized AVH in an aggregate amount equal to \$200,000,000, to be funded through cash payments by certain of the Supporting Tranche B Lenders, and (c) the issue of certain “exit” notes in full and final settlement of Tranche A-1 DIP Facility Claims and Tranche A-2 DIP Facility Claims (in each case, as defined in the Plan of Reorganization) (the transactions contemplated by the Plan of Reorganization, the “Transaction”).
- (c) On November 2, 2021, the U.S. Bankruptcy Court entered the Confirmation Order.

SECTION B. TRANSACTION STEPS

Steps to be performed prior to Closing

1. **Step 1 – Execution of the ECCA** – On September 1, 2021, the Debtors and Tranche B Lenders entered into the ECCA.
2. **Step 2 – Establishment of pre-emergence holding company structure** –
 - 2.1 Establishment of a holding company structure by way of the incorporation of the following entities:
 - (a) a corporation organized under the laws of Panama which has been established under the name AVN Corporate Ventures S.A., but which will not issue any shares prior to the Confirmation Order (“New Panamanian Sub 1”);

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- (b) a second corporation organized under the laws of Panama which has been established under the name AVN Corporate Investments S.A., but which will not issue any shares prior to the Confirmation Order (“New Panamanian Sub 2”);
 - (c) a private limited company incorporated under the laws of England and Wales established under the name AVN Flight International Limited, as a wholly owned subsidiary of New Panamanian Sub 2 (“New U.K. Sub 1”);
 - (d) a private limited company incorporated under the laws of England and Wales established under the name Avianca MidCo 1 Limited, as a wholly owned subsidiary of New U.K. Sub 1 (“New U.K. Midco 1”); and
 - (e) a private limited company incorporated under the laws of England and Wales established under the name Avianca MidCo 2 Limited, as a wholly owned subsidiary of New U.K. Midco 1 (“New U.K. Midco 2”).
3. **Step 3 – Establishment of Reorganized AVH** – Establishment of a private limited company incorporated under the laws of England and Wales under the name Avianca Group International Limited, as a “shelf company” wholly owned by a company incorporation agent, i.e., a nominee shareholder (“New U.K. Sub 2” or “Reorganized AVH”). This company will not be controlled by AVH and will only be taken off the shelf upon the Confirmation Order entering into effect and permitting the following steps to take place as part of the emergence process – Step 8 onwards.
4. **Step 4 – Establishment of New Cayman Midco and New U.K. Midco 3** – Establishment of:
- (a) a company incorporated under the laws of the Cayman Islands under the name AVN Flight Cayman Limited, as a “shelf company” and then transferred to New U.K. Sub 1 such that it became a wholly owned subsidiary of New U.K. Sub 1 (“New Cayman Midco”); and
 - (b) a private limited company incorporated under the laws of England and Wales under the name Avianca Group (UK) Limited, as a wholly owned subsidiary of New U.K. Midco 2 (“New U.K. Midco 3”).
5. **Step 5 – Transfer of subscriber share in New U.K. Midco 1** – New U.K. Sub 1 to transfer subscriber share in New U.K. Midco 1 to New Cayman Midco for \$1.00. New U.K. Midco 1 to update its register of members and issue share certificate.
6. **Step 6 – Commence Process to Obtain Governmental Approvals** – To obtain each approval, authorization and/or waiver required in connection with the consummation of the Transaction under applicable laws or regulations (the “Governmental Approvals”).
7. **Step 7 – Bankruptcy Court Confirmation Order** – U.S. Bankruptcy Court to enter order confirming the Plan of Reorganization (the “Confirmation Order”).
8. **Step 8 – Completion of holding structure set-up** – New Panamanian Sub 1 to allot share(s) in the capital of New Panamanian Sub 1 to AVH; New Panamanian Sub 2 to allot share(s) in the capital of New Panamanian Sub 2 to New Panamanian Sub 1.
9. **Step 9 – Obtain Governmental Approvals** – To obtain all Governmental Approvals.
- 9.1 **Step 9.1 – U.S. and Brazilian Antitrust Clearances** – In certain circumstances relating to the antitrust clearances to be obtained in the U.S. and Brazil, as set forth in the Amendment to the ECCA dated October 28, 2021 (the “ECCA Amendment”), in lieu of shares, United Airlines will be issued

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an instrument which may take the form of a warrant or convertible instrument (“United Instrument”), in accordance with Step 18 and as more fully set forth in the ECCA Amendment.

10. **Step 10 – Capitalization, Contribution, Setoff or Write off of Advances and Intercompany Balances** – AVH to capitalize, setoff, write off or contribute to other group companies the receivables set out in Exhibit B in the most tax or accounting-efficient manner, with a view to optimizing the upstream service of the group’s debt obligations post-emergence and minimizing the fiscal cost of any write offs or releases on the relevant Debtor. In particular and, without limitation:
- (a) the advances made to Aerovías del Continente Americano S.A. Avianca equal to USD 504 million to be capitalized;
 - (b) the advances made to Taca International Airlines S.A. equal to USD 90,700,000 to be written-off; and
 - (c) the intercompany receivable between Avianca Perú S.A. in favour of AVH to be written-off.
11. See also Step 11 in connection with the intercompany balances.

Steps to be performed immediately prior to / at Closing (as appropriate)

- 11.1 **Step 11 – Contribution of the Directly Owned Entities, Intercompany Receivable Balances and Cash** – Internal Reorganization Agreement and Intercompany Balances and Cash Transfer Agreement to be executed by the parties thereto. Pursuant to the terms of the Internal Reorganization Agreement and the Intercompany Balances and Cash Transfer Agreement: **Step 11.1** – AVH to transfer the equity interests as reflected in the current structure set forth in Section C hereof that are directly owned by AVH to New Panamanian Sub 1, in consideration for the allotment of share(s) in the capital of New Panamanian Sub 1 to AVH:
- (a) AV International Holdco S.A., a *sociedad anónima* organized under the laws of Panama;
 - (b) Avianca Enterprises, LLC, a limited liability company organized under the laws of Delaware, U.S.;
 - (c) American Vacations S.A.S., a *sociedad por acciones simplificada* organized under the laws of Colombia;
 - (d) Aerovías del Continente Americano S.A. Avianca, a *sociedad anónima* organized under the laws of Colombia;
 - (e) AV Investments One Colombia S.A.S., a *sociedad por acciones simplificada* organized under the laws of Colombia;
 - (f) AV Investments Two Colombia S.A.S., a *sociedad por acciones simplificada* organized under the laws of Colombia;
 - (g) Regional Express Américas S.A.S., a *sociedad por acciones simplificada* organized under the laws of Colombia; and
 - (h) AV International Investments S.A., a *sociedad anónima* organized under the laws of Panama,

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(collectively, the “Directly Owned Equity Interests”), together with the intercompany receivable balances as set out in Exhibit C (the “Intercompany Receivable Balances”) and the cash balance of AVH (less any cash amounts to be retained for the purposes of the dissolution of the holding company structure of AVH (see Step 22), such net amount expected to be approximately \$421,690,364.97 (the “Cash Balance”) in consideration for the allotment of share(s) in the capital of New Panamanian Sub 1 to AVH (the “AVH Contribution”).

- 11.2 **Step 11.2** – Promptly following the consummation of the AVH Contribution, New Panamanian Sub 1 to transfer the Directly Owned Equity Interests, the Intercompany Receivable Balances and the Cash Balance to New Panamanian Sub 2 in consideration for the allotment of share(s) in the capital of New Panamanian Sub 2 to New Panamanian Sub 1 (the “New Panamanian Sub 1 Contribution”).
- 11.3 **Step 11.3** – Promptly following the consummation of the New Panamanian Sub 1 Contribution:
- (a) New Panamanian Sub 2 to transfer the Intercompany Receivable Balances and the Cash Balance directly to New U.K. Midco 2, such transfer will create outstanding consideration owed by New U.K. Midco 2 to New Panamanian Sub 2 (the balance being the “Outstanding Receivable Balance”); and
 - (b) New Panamanian Sub 2 to transfer the Directly Owned Equity Interests and the Outstanding Receivable Balance to New U.K. Sub 1 in consideration for the allotment of share(s) in the capital of New U.K. Sub 1 to New Panamanian Sub 2 (the “New Panamanian Sub 2 Contribution”).
- 11.4 **Step 11.4** – Promptly following the consummation of the New Panamanian Sub 2 Contribution, New U.K. Sub 1 to transfer the Directly Owned Equity Interests and the Outstanding Receivable Balance to New Cayman Midco in consideration for the allotment of share(s) in the capital of New Cayman Midco to New U.K. Sub 1 (the “New U.K. Sub 1 Contribution”).
- 11.5 **Step 11.5** – Promptly following the consummation of the New U.K. Sub 1 Contribution, New Cayman Midco to transfer the Directly Owned Equity Interests and the Outstanding Receivable Balance to New U.K. Midco 1 in consideration for the allotment of share(s) in the capital of New U.K. Midco 1 to New Cayman Midco (the “New Cayman Midco Contribution”).
- 11.6 **Step 11.6** – Promptly following the consummation of the New Cayman Midco Contribution, New U.K. Midco 1 to transfer the Directly Owned Equity Interests to New U.K. Midco 2 in consideration for the allotment of share(s) in the capital of New U.K. Midco 2 to New U.K. Midco 1 (the “New U.K. Midco 1 Contribution”).
- 11.7 **Step 11.7** – Promptly following the consummation of the New U.K. Midco 1 Contribution, New U.K. Midco 2 to:
- (a) settle the Outstanding Receivable Balance through the allotment and issue of share(s) in the capital of New U.K. Midco 2 to New U.K. Midco 1 with the effect that the Outstanding Receivable Balance is extinguished following such allotment; and
 - (b) transfer the Directly Owned Equity Interests to New U.K. Midco 3 in consideration for the allotment of share(s) in the capital of New U.K. Midco 3 to New U.K. Midco 2 (the “New U.K. Midco 2 Contribution”).

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- 11.8 **Step 11.8** – Any loans comprising part of the Intercompany Receivable Balances which are no longer required (e.g. for cash repatriation purposes or otherwise) to be released pursuant to deeds of release shortly following the acquisition by New U.K. Midco 2 at Step 11.13(a).
12. **Step 12 – Transfer of New Cayman Midco –**
- 12.1 **Step 12.1** – Promptly following the consummation of the New U.K. Midco 2 Contribution, New U.K. Sub 1 to transfer all shares of New Cayman Midco to New U.K. Sub 2 in consideration for the agreement directly to allot shares in the capital of New U.K. Sub 2 to the parties referred to in Step 12.2 below (the “Transfer Consideration Shares”) pursuant to the Plan.
- 12.2 **Step 12.2** –Pursuant to the Plan and the stipulations and actions (actual and deemed) under the Plan and in connection with (i) the forgiveness, extinguishment, termination, cancellation and repayment in full of certain debts of AVH and/or certain of its subsidiaries (including debts under the DIP Credit Agreement, among other documents and agreements) and the termination and release of certain related guarantees and security interests of AVH and/or certain of its subsidiaries (including, among other documents and agreements, under the DIP Credit Agreement) and (ii) the payment of certain amounts pursuant to (amongst other things) the ECCA, New U.K. Sub 1 will direct New U.K. Sub 2 to issue and allot the Transfer Consideration Shares directly to the Tranche B Lenders and certain holders of general unsecured Avianca claims (the “Reorganized AVH Shareholders”) in exchange for the complete (100%) cancellation of the Aggregate Tranche B DIP Obligations Amount (excluding the United DIP Obligations, solely in the event that Step 9.1 has occurred) and certain general unsecured claims of the Reorganized AVH Shareholders. The allotment of the Transfer Consideration Shares directly to the Reorganized AVH Shareholders will occur at, and in accordance with, Steps 15 and 20.
13. **Step 13 – Transfer of Certain Contracts and IP of AVH –** AVH to contribute or transfer, assign, convey and grant (whether directly or indirectly) to New U.K. Sub 2 or its subsidiaries certain contracts and certain IP.
14. **Step 14 – Accession of New U.K. Sub 1, New U.K. Midco 2 and New U.K. Sub 2 as Guarantors under the DIP Credit Agreement** – New U.K. Sub 1, New U.K. Midco 2 and New U.K. Sub 2 to have acceded as guarantors of the Debtors under the DIP Credit Agreement.
15. **Step 15 – Allotment of shares by and transfer of subscriber share in Reorganized AVH** – The following will occur simultaneously:
- 15.1 **Step 15.1** – New U.K. Sub 2 to allot shares to the Tranche B Lenders in consideration for (i) the forgiveness, extinguishment, termination, cancellation and repayment in full of the Aggregate Tranche B DIP Obligations Amount (excluding the United DIP Obligations, solely in the event that Step 9.1 has occurred) and the termination and release of the guarantees and security interests related thereto and (ii) \$200,000,000, to be funded through cash payments. Following allotment of shares, New U.K. Sub 2 to update its register of members and issue share certificates.
- 15.2 **Step 15.2** – Subscriber share to be transferred to a Tranche B Lender in lieu of the issuance of one share otherwise issuable to such Tranche B Lender in accordance with the ECCA.

Before any shares of New U.K. Sub 2 are listed on a public exchange, New U.K. Sub 2 to re-register as a public limited company.

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16. **Step 16 – Adopting new organizational documents of Reorganized AVH** – New U.K. Sub 2 to adopt new articles of association. New U.K. Sub 2 and some or all of the Reorganized AVH Shareholders to enter into the Shareholders’ Agreement.
17. **Step 17 – Issue of warrants by Reorganized AVH** – New U.K. Sub 2 to execute Warrant Instrument and issue warrants thereunder to certain holders of general unsecured Avianca claims entitled thereunder, subject to and in accordance with the terms of the Warrant Instrument and the Plan of Reorganization.
18. **Step 18 – Issuance of United Instrument (if Step 9.1 has occurred)** – In certain circumstances relating to the antitrust clearances to be obtained in the U.S. and Brazil, as set forth in the ECCA Amendment, New U.K. Sub 2 will issue the United Instrument to United Airlines and such United Instrument will be convertible into such number of shares of New U.K. Sub 2 that United Airlines would have otherwise received as consideration for the forgiveness, extinguishment, termination, cancellation and repayment in full of the portion of the Aggregate Tranche B DIP Obligations Amount held by United Airlines (the “United DIP Obligations”) and the termination and release of the guarantees and security interests related thereto under the ECCA.
19. **Step 19 – Issue of exit notes by New U.K. Midco 2** – New U.K. Midco 2 to issue Exit A-1 Notes and Exit A-2 Notes in consideration for the extinguishment, termination, cancellation and repayment in full of the Tranche A-1 DIP Facility Claims and the Tranche A-2 DIP Facility Claims (as appropriate), or payment in full of cash. Before the exit notes are listed on a public exchange, New U.K. Midco 2 to re-register as a public limited company.
20. **Step 20 – Allotment of shares by Reorganized AVH to general unsecured creditors** –
 - 20.1 **Step 20.1** – New U.K. Sub 2 to ensure it has (and maintains) authority to allot shares to certain holders of general unsecured Avianca claims in consideration for the forgiveness, extinguishment, termination, cancellation and repayment in full of their general unsecured claims.
 - 20.2 **Step 20.2** – New U.K. Sub 2 to allot shares in the capital of New U.K. Sub 2 to applicable general unsecured creditors. Following allotment of shares, New U.K. Sub 2 to update its register of members and issue share certificates. This Step is expected to occur post-Closing.

Steps to be performed after Closing

21. **Step 21 – Management Incentive Plan** – New U.K. Sub 2 to adopt management incentive plan within 60 days from Closing under the ECCA.
22. **Step 22 – Dissolution of holding company structure** –
 - 22.1 **Step 22.1** – New U.K. Sub 1 to be voluntarily struck-off the U.K. company register.
 - 22.2 **Step 22.2** – AVH, New Panamanian Sub 1 and New Panamanian Sub 2 to be liquidated. The expectation is that, upon emergence, the Colombian BVC ex officio suspends the trading of the AVH preferred shares, the Colombian SFC cancels the registry in the Colombian National Registry of Securities and Issuers and, thereafter, the Colombian BVC automatically delists the preferred shares of AVH. If these actions are not taken upon emergence, it is expected that they will be taken prior to the liquidation of AVH.

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Exhibit A

Defined Terms

The following terms shall have the following meanings:

“Aggregate Tranche B DIP Obligations Amount” has the meaning assigned to such term in the ECCA.

“Alternative Transaction Pivot Date” has the meaning assigned to such term in the ECCA.

“Bankruptcy Code” means chapter 11 of title 11 of the U.S. Code.

“Colombian BVC” means the *Bolsa de Valores de Colombia*, the Colombian stock exchange.

“Colombian SFC” means the *Superintendencia Financiera de Colombia*, the Colombian securities regulator.

“Confirmation Order” has the meaning assigned to such term in the ECCA.

“DIP Credit Agreement” means that certain Super-Priority Debtor-In-Possession Term Loan Agreement, dated as of October 13, 2020, among Avianca Holdings S.A., certain subsidiaries of Avianca Holdings S.A., each of the several banks and other financial institutions or entities from time to time party thereto as DIP Lenders, and JPMorgan Chase Bank, N.A., as administrative agent and as collateral agent, as amended by that certain First Amendment dated as of August 27, 2021, Second Amendment dated as of September 17, 2021, and Third Amendment dated as of September 22, 2021.

“ECCA” means that certain Equity Conversion and Commitment Agreement, dated as of September 1, 2021, among Avianca Holdings S.A., certain subsidiaries of Avianca Holdings S.A. and the Tranche B Lenders, as amended by the ECCA Amendment.

“Internal Reorganization Agreement” means that certain Internal Reorganization Agreement to be entered into by and among Avianca Holdings S.A., New Panamanian Sub 1, New Panamanian Sub 2, New U.K. Sub 1, New U.K. Midco 1, New U.K. Midco 2, New U.K. Midco 3, New Cayman Midco and New U.K. Sub 2 pursuant to which Steps 11 – 12 of this memorandum will be carried out.

“Shareholders’ Agreement” means that certain Shareholders’ Agreement relating to Reorganized AVH to be entered into by and among Reorganized AVH and some or all of the Reorganized AVH Shareholders.

“Supporting Tranche B Lenders” has the meaning assigned to such term in the ECCA.

“Tranche B Lenders” has the meaning assigned to such term in the DIP Credit Agreement.

“U.S. Bankruptcy Court” the U.S. Bankruptcy Court for the Southern District of New York.

“Warrant Instrument” means that certain Warrant Instrument to be executed by Reorganized AVH for the issuance of warrants to certain holders of general unsecured Avianca claims pursuant to the Plan of Reorganization.

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Exhibit B

1. The advances made to Aerovías del Continente Americano S.A. Avianca equal to USD 504 million.
2. The advances made to Taca International Airlines S.A. equal to USD 90,700,000.
3. The intercompany balances as reflected in the below table.

Accounts receivable Avianca Holdings S.A.	
Debtor	Amount
Aerovías del Continente Americano S.A. Avianca	96,627,024
AV International Holdco S.A.	22,000,000
AV International Holdings S.A.	100
AV International Ventures S.A.	1,607,042,136
AV Loyalty Bermuda Ltd.	185,007,000
Avianca Costa Rica S.A.	1,203,243
Avianca-Ecuador S.A.	16,231,083
Avianca Leasing, LLC	322,946,000
Avianca, Inc.	10,596,362
Aviateca, S.A.	4,258
C.R. Int'l Enterprises, Inc.	31
Grupo Taca Holdings Limited	161,473,000
Regional Express Américas S.A.S.	37,633
Servicios Aeroportuarios Integrados SAI S.A.S.	793
Taca International Airlines S.A.	13,935,793
Taca S.A.	94,500,000
Tampa Cargo S.A.S.	5,088,812
Total AR	2,536,693,269
Accounts payable Avianca Holdings S.A.	
Creditor	Amount
Aerovías del Continente Americano S.A. Avianca	19,560,322
AV Loyalty Bermuda Ltd.	15,000,000
Avianca Perú S.A.	84,325
Avianca, Inc.	8,500,000
Isleña de Inversiones, S.A. de C.V.	45,578
Latin Logistics Colombia S.A.S.	3,712
Lifemiles Ltd.	12,071,526
Servicio Terrestre, Aéreo y Rampa S.A.	169
Total AP	55,265,631

December 1, 2021

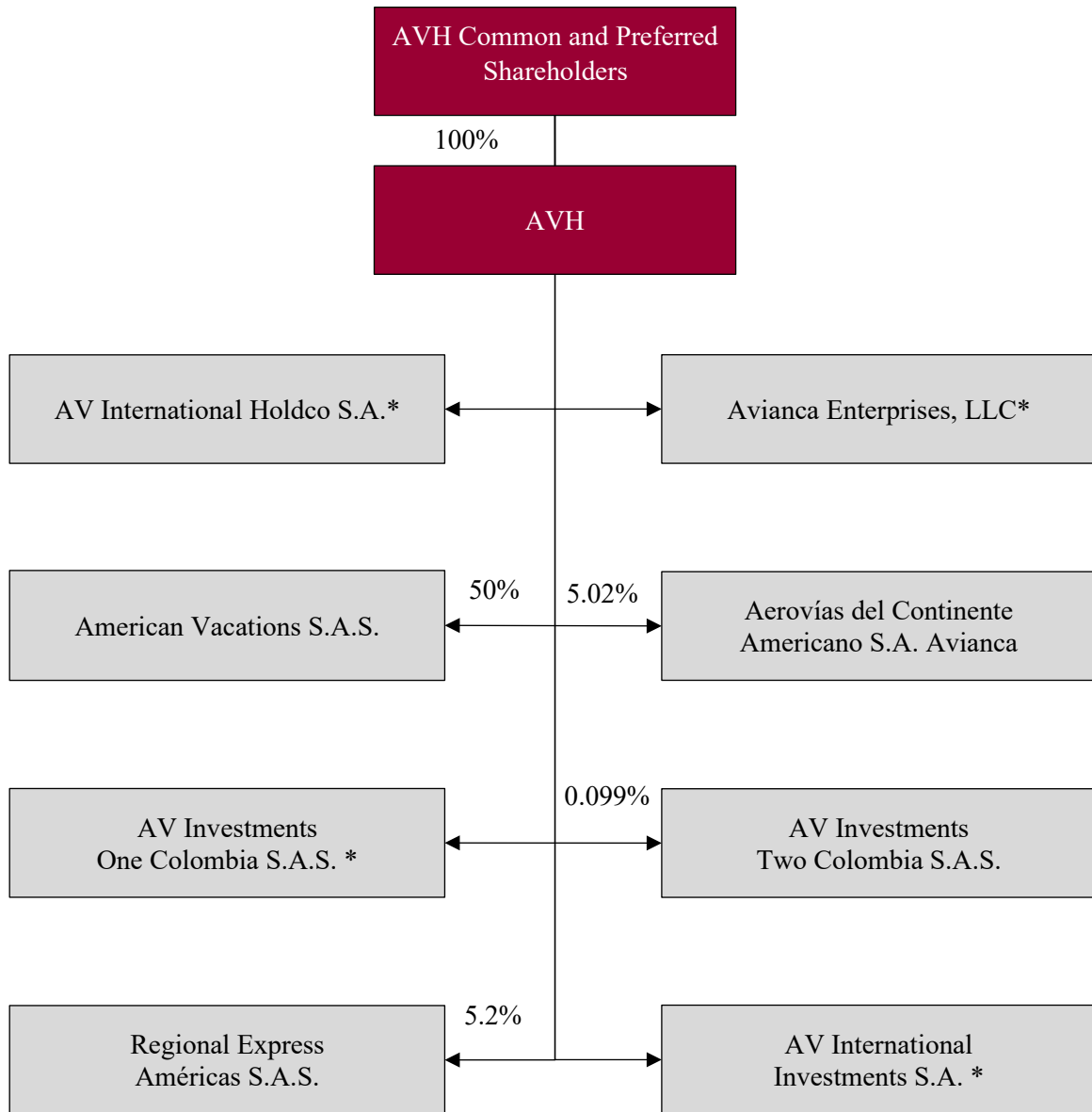
Exhibit C

Entity	Company AR (USD)	Company AP (USD)
AV International Holdco S.A.	22,000,000	-
AV International Ventures S.A.	1,607,042,136	-
AV Loyalty Bermuda Ltd.	175,785,360	-
Avianca-Ecuador S.A.	13,566,247	-
Avianca Leasing, LLC	322,946,000	-
Avianca, Inc.	2,460,411	-
Grupo Taca Holdings Limited	161,473,000	-
LifeMiles Ltd.	-	12,718,522
Taca International Airlines S.A.	12,163,017	-
Taca S.A.	94,500,000	-
Total	2,412,260,002	12,718,522

December 1, 2021

SECTION C. STRUCTURE CHARTS

Current Structure



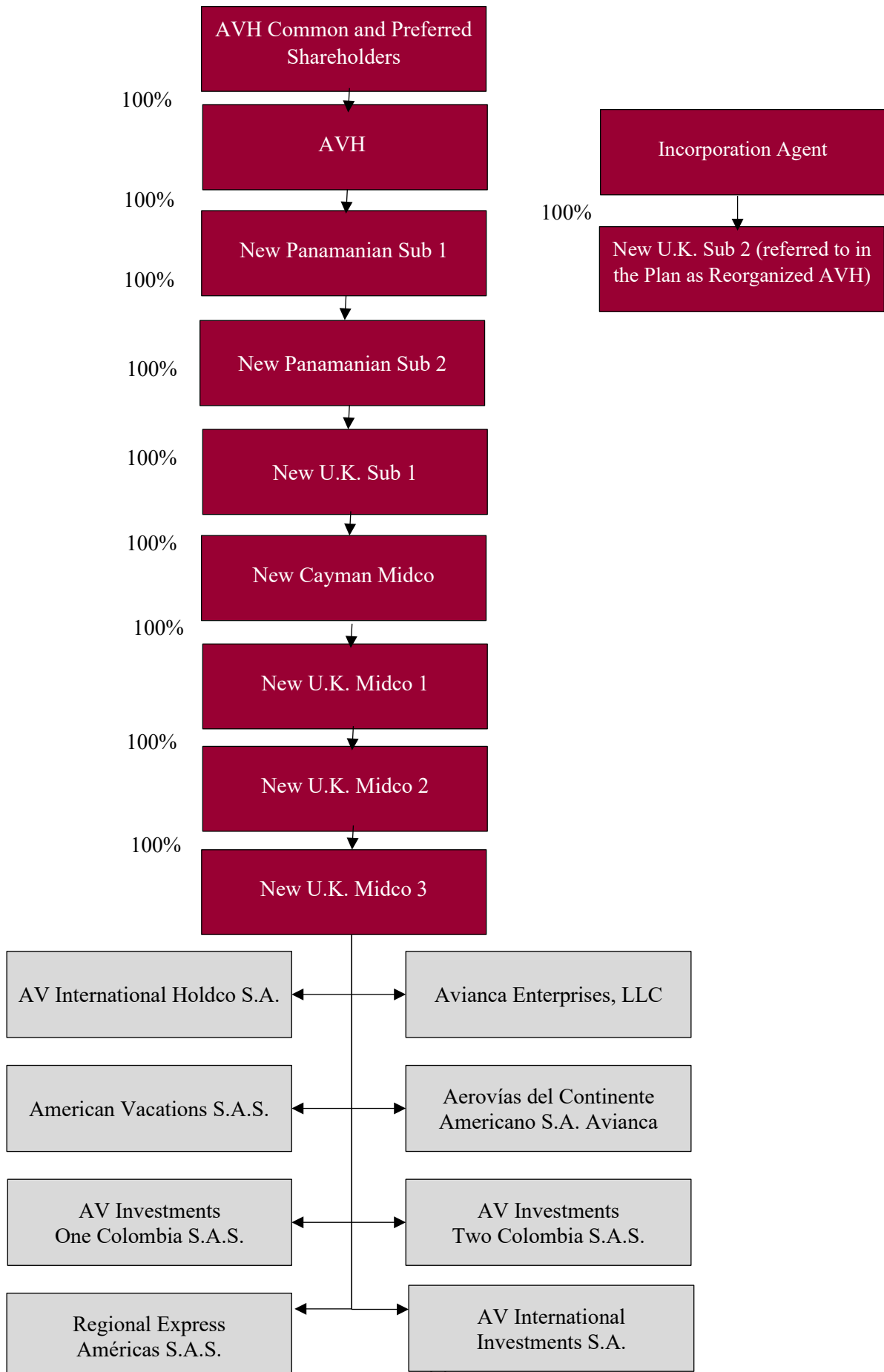
*Such company is 100% wholly owned subsidiary of AVH.

The equity interest of each company colored in grey is directly held by AVH.

All debtor entities not shown on this chart are direct or indirect subsidiaries of the companies that are colored in grey.

December 1, 2021

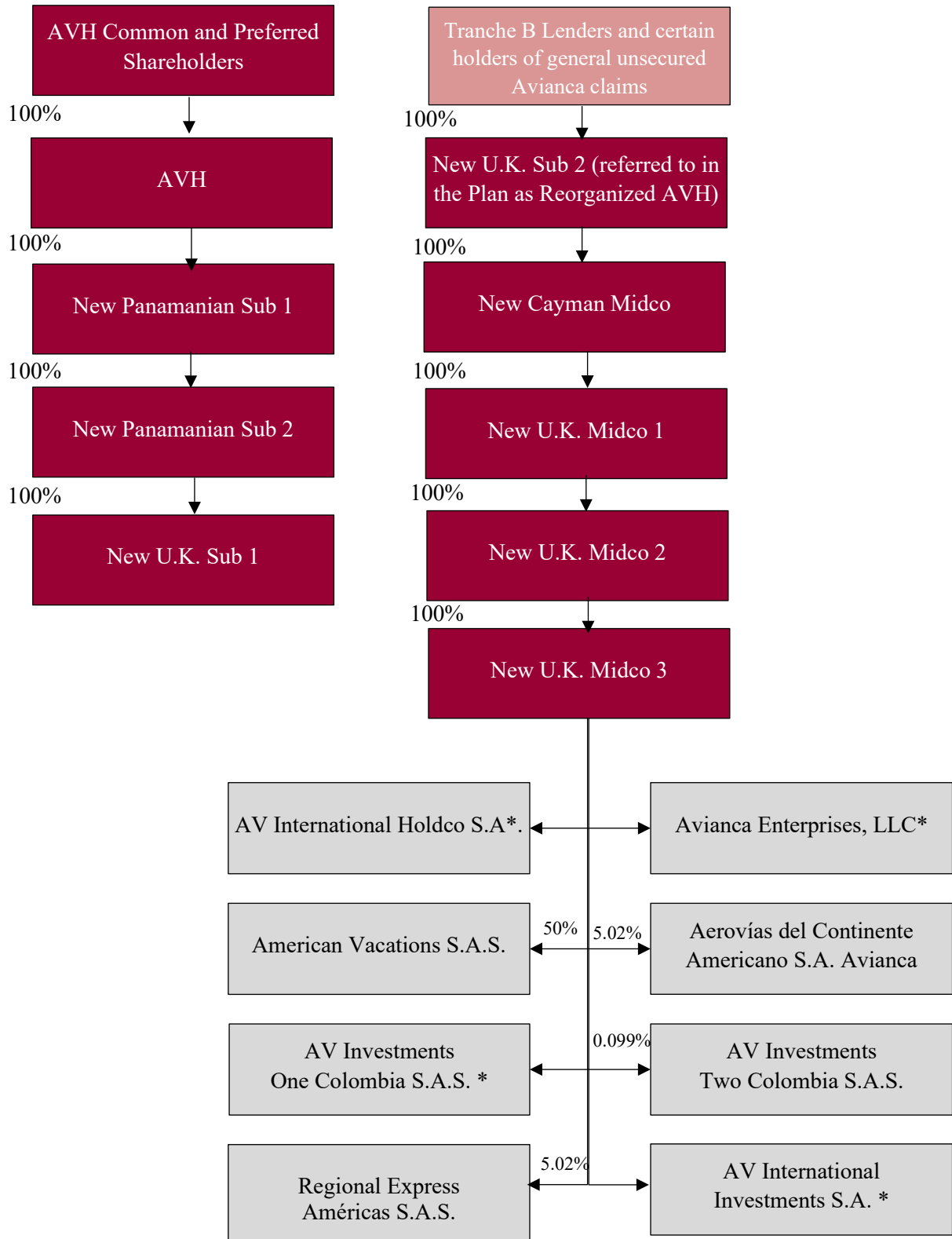
Structure Immediately Prior to Emergence



* The equity interest of each company colored in grey is directly held by New U.K. Midco 3.

December 1, 2021

Structure Immediately After Emergence



*Such company is a 100% wholly owned subsidiary of New U.K. MidCo 3
The equity interest of each company colored in grey is directly held by New U.K. MidCo 3.

Exhibit A-1 to Notice of Plan Supplement

**Blackline of Description of Restructuring Transactions and Transaction Steps Against
October 26 Version**

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Reorganized AVH – Description of Restructuring Transactions and the Transaction Steps

This memorandum is comprised of three sections. Section A sets out the background to the Transaction (as defined below). Section B sets out a high-level list of steps required to be carried out by the Debtors to effect the Transaction. Section C comprises structure charts reflecting the current structure, as well as the structure immediately prior to, and immediately following, emergence.

This memorandum is not intended to be a comprehensive set of all steps required to be taken. Instead, it is intended to be illustrative of the key steps required to be carried out in connection with the Transaction. Whilst this memorandum illustrates steps occurring in sequential order, certain steps may not follow a particular sequence, may occur concurrently, or may be amended or added before emergence as discussions on the overall fiscal and accounting efficacy of the Plan of Reorganization is further developed.

SECTION A. BACKGROUND

- (a) On May 10, 2020 (and, with respect to certain entities, September 21, 2020), Avianca Holdings S.A. (“AVH”) and certain of its subsidiaries (AVH and such subsidiaries, each, a “Debtor” and, collectively, the “Debtors”) commenced cases for voluntary relief under the Bankruptcy Code in the U.S. Bankruptcy Court.
- (b) On August 10, 2021, the Debtors filed a plan of reorganization (as amended and/or supplemented from time to time, the “Plan of Reorganization”) which provides for, among other things, (a) the conversion of the Aggregate Tranche B DIP Obligations Amount into equity interests of a new holding company of the reorganized Debtors (“Reorganized AVH”) in exchange for the forgiveness, extinguishment, termination, cancellation and repayment in full of the Aggregate Tranche B DIP Obligations Amount and the termination and release of the guarantees and security interests related thereto (including, under the DIP Credit Agreement, among other documents and agreements), (b) an equity raise by Reorganized AVH in an aggregate amount equal to \$200,000,000, to be funded through cash payments by certain of the Supporting Tranche B Lenders, and (c) the issue of certain “exit” notes in full and final settlement of Tranche A-1 DIP Facility Claims and Tranche A-2 DIP Facility Claims (in each case, as defined in the Plan of Reorganization) (the transactions contemplated by the Plan of Reorganization, the “Transaction”).

(c) On November 2, 2021, the U.S. Bankruptcy Court entered the Confirmation Order.

SECTION B. TRANSACTION STEPS

Steps to be performed prior to Closing

1. **Step 1 – Execution of the ECCA** – On September 1, 2021, the Debtors and Tranche B Lenders entered into the ECCA.
2. **Step 2 – Establishment of pre-emergence holding company structure** –
 - 2.1 Establishment of a holding company structure by way of the incorporation of the following entities:
 - (a) a corporation organized under the laws of Panama which has been established under the name AVN Corporate Ventures S.A., but which will not issue any shares prior to the Confirmation Order (“New Panamanian Sub 1”);

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- (b) a second corporation organized under the laws of Panama which has been established under the name AVN Corporate Investments S.A., but which will not issue any shares prior to the Confirmation Order (“New Panamanian Sub 2”);
 - (c) a private limited company incorporated under the laws of England and Wales established under the name AVN Flight International Limited, as a wholly owned subsidiary of New Panamanian Sub 2 (“New U.K. Sub 1”);
 - (d) a private limited company incorporated under the laws of England and Wales established under the name Avianca MidCo 1 Limited, as a wholly owned subsidiary of New U.K. Sub 1 (“New U.K. Midco 1”); and
 - (e) a private limited company incorporated under the laws of England and Wales ~~to be~~ established under the name Avianca MidCo 2 Limited, as a wholly owned subsidiary of New U.K. Midco 1 (“New U.K. Midco 2”).
3. **Step 3 – Establishment of Reorganized AVH** – Establishment of a private limited company incorporated under the laws of England and Wales under the name Avianca Group International Limited, as a “shelf company” wholly owned by a company incorporation agent, i.e., a nominee shareholder (“New U.K. Sub 2” or “Reorganized AVH”). This company will not be controlled by AVH and will only be taken off the shelf upon the Confirmation Order entering into effect and permitting the following steps to take place as part of the emergence process – Step 8 onwards.
4. **Step 4 – Establishment of New Cayman Midco and New U.K. Midco 3** – Establishment of:
- (a) a company incorporated under the laws of the Cayman Islands under the name AVN Flight Cayman Limited, as a “shelf company” and then transferred to New U.K. Sub 1 such that it ~~becomes~~became a wholly owned subsidiary of New U.K. Sub 1 (“New Cayman Midco”); and
 - (b) a private limited company incorporated under the laws of England and Wales under the name Avianca Group (UK) Limited, as a wholly owned subsidiary of New U.K. Midco 2 (“New U.K. Midco 3”).
5. **Step 5 – Transfer of subscriber share in New U.K. Midco 1** – New U.K. Sub 1 to transfer subscriber share in New U.K. Midco 1 to New Cayman Midco for \$1.00. New U.K. Midco 1 to update its register of members and issue share certificate.
6. **Step 6 – Commence Process to Obtain Governmental Approvals** – To obtain each approval, authorization and/or waiver required in connection with the consummation of the Transaction under applicable laws or regulations (the “Governmental Approvals”).
7. **Step 7 – Bankruptcy Court Confirmation Order** – U.S. Bankruptcy Court to enter order confirming the Plan of Reorganization (the “Confirmation Order”).
8. **Step 8 – Completion of holding structure set-up** – New Panamanian Sub 1 to allot share(s) in the capital of New Panamanian Sub 1 to AVH; New Panamanian Sub 2 to allot share(s) in the capital of New Panamanian Sub 2 to New Panamanian Sub 1.
9. **Step 9 – Obtain Governmental Approvals** – To obtain all Governmental Approvals.

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- 9.1 **Step 9.1 – U.S. and Brazilian Antitrust Clearances** – In certain circumstances relating to the antitrust clearances to be obtained in the U.S. and Brazil, as set forth in the Amendment to the ECCA dated ~~on or about~~ October ~~25~~28, 2021 (the “ECCA Amendment”), in lieu of shares, United Airlines will be issued an instrument which may take the form of a warrant or convertible instrument (“United Instrument”), in accordance with Step 18 and as more fully set forth in the ECCA Amendment.
10. **Step 10 – Capitalization, Contribution, Setoff or Write off of Advances and Intercompany Balances** – AVH to capitalize, setoff, write off or contribute to other group companies the receivables set out in Exhibit B in the most tax or accounting-efficient manner, with a view to optimizing the upstream service of the group’s debt obligations post-emergence and minimizing the fiscal cost of any write offs or releases on the relevant Debtor. **In particular and, without limitation:**
- (a) **the advances made to Aerovías del Continente Americano S.A. Avianca equal to USD 504 million to be capitalized;**
 - (b) **the advances made to Taca International Airlines S.A. equal to USD 90,700,000 to be written-off; and**
 - (c) **the intercompany receivable between Avianca Perú S.A. in favour of AVH to be written-off.**
- 11. See also Step 11 in connection with the intercompany balances.**

Steps to be performed immediately prior to / at Closing (as appropriate)

11.1 ~~11.~~ Step 11 – Contribution of the Directly Owned Entities, Intercompany Receivable Balances and Cash – Internal Reorganization **Agreement and Intercompany Balances and Cash Transfer Agreement** to be executed by the parties thereto. Pursuant to the terms of the Internal Reorganization Agreement **and the Intercompany Balances and Cash Transfer Agreement**:

~~11.1~~ Step 11.1 – AVH to transfer the equity interests as reflected in the current structure set forth in Section C hereof that are directly owned by AVH to New Panamanian Sub 1, in consideration for the allotment of share(s) in the capital of New Panamanian Sub 1 to AVH:

- (a) AV International Holdco S.A., a *sociedad anónima* organized under the laws of Panama;
- (b) Avianca Enterprises, LLC, a limited liability company organized under the laws of Delaware, U.S.;
- (c) American Vacations S.A.S., a *sociedad por acciones simplificada* organized under the laws of Colombia;
- (d) Aerovías del Continente Americano S.A. Avianca, a *sociedad anónima* organized under the laws of Colombia;
- (e) AV Investments One Colombia S.A.S., a *sociedad por acciones simplificada* organized under the laws of Colombia;
- (f) AV Investments Two Colombia S.A.S., a *sociedad por acciones simplificada* organized under the laws of Colombia;

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- (g) Regional Express Américas S.A.S., a *sociedad por acciones simplificada* organized under the laws of Colombia; and
- (h) AV International Investments S.A., a *sociedad anónima* organized under the laws of Panama,

~~(together~~collectively, the “Directly Owned Equity Interests”), together with the intercompany receivable balances as set out in Exhibit C (the “Intercompany Receivable Balances”) and the cash balance of AVH (less any cash amounts to be retained for the purposes of the dissolution of the holding company structure of AVH (see Step 22), such net amount expected to be approximately \$421,690,364.97 (the “Cash Balance”)) in consideration for the allotment of share(s) in the capital of New Panamanian Sub 1 to AVH (the “AVH Contribution”).

11.2 **Step 11.2** – Promptly following the consummation of the AVH Contribution, New Panamanian Sub 1 to transfer the Directly Owned Equity Interests, the Intercompany Receivable Balances and the Cash Balance to New Panamanian Sub 2 in consideration for the allotment of share(s) in the capital of New Panamanian Sub 2 to New Panamanian Sub 1 (the “New Panamanian Sub 1 Contribution”).

11.3 **Step 11.3** – Promptly following the consummation of the New Panamanian Sub 1 Contribution, ~~New Panamanian Sub 2~~:

(a) New Panamanian Sub 2 to transfer the Intercompany Receivable Balances and the Cash Balance directly to New U.K. Midco 2, such transfer will create outstanding consideration owed by New U.K. Midco 2 to New Panamanian Sub 2 (the balance being the “Outstanding Receivable Balance”); and

(b) New Panamanian Sub 2 to transfer the Directly Owned Equity Interests and the Outstanding Receivable Balance to New U.K. Sub 1 in consideration for the allotment of share(s) in the capital of New U.K. Sub 1 to New Panamanian Sub 2 (the “New Panamanian Sub 2 Contribution”).

11.4 **Step 11.4** – Promptly following the consummation of the New Panamanian Sub 2 Contribution, New U.K. Sub 1 to transfer the Directly Owned Equity Interests and the Outstanding Receivable Balance to New Cayman Midco in consideration for the allotment of share(s) in the capital of New Cayman Midco to New U.K. Sub 1 (the “New U.K. Sub 1 Contribution”).

11.5 **Step 11.5** – Promptly following the consummation of the New U.K. Sub 1 Contribution, New Cayman Midco to transfer the Directly Owned Equity Interests and the Outstanding Receivable Balance to New U.K. Midco 1 in consideration for the allotment of share(s) in the capital of New U.K. Midco 1 to New Cayman Midco (the “New Cayman Midco Contribution”).

11.6 **Step 11.6** – Promptly following the consummation of the New Cayman Midco Contribution, New U.K. Midco 1 to transfer the Directly Owned Equity Interests to New U.K. Midco 2 in consideration for the allotment of share(s) in the capital of New U.K. Midco 2 to New U.K. Midco 1 (the “New U.K. Midco 1 Contribution”).

11.7 **Step 11.7** – Promptly following the consummation of the New U.K. Midco 1 Contribution, New U.K. Midco 2 to:

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(a) settle the Outstanding Receivable Balance through the allotment and issue of share(s) in the capital of New U.K. Midco 2 to New U.K. Midco 1 with the effect that the Outstanding Receivable Balance is extinguished following such allotment; and

(b) transfer the Directly Owned Equity Interests to New U.K. Midco 3 in consideration for the allotment of share(s) in the capital of New U.K. Midco 3 to New U.K. Midco 2 (the “New U.K. Midco 2 Contribution”).

11.8 Step 11.8 – Any loans comprising part of the Intercompany Receivable Balances which are no longer required (e.g. for cash repatriation purposes or otherwise) to be released pursuant to deeds of release shortly following the acquisition by New U.K. Midco 2 at Step 11.13(a).

12. **Step 12 – Transfer of New Cayman Midco –**

12.1 **Step 12.1** – Promptly following the consummation of the New U.K. Midco 2 Contribution, New U.K. Sub 1 to transfer all shares of New Cayman Midco to New U.K. Sub 2 in consideration for the agreement directly to allot shares in the capital of New U.K. Sub 2 to the parties referred to in Step 12.2 below (the “Transfer Consideration Shares”) pursuant to the Plan.

12.2 **Step 12.2** – Pursuant to the Plan and the stipulations and actions (actual and deemed) under the Plan and in connection with (i) the forgiveness, extinguishment, termination, cancellation and repayment in full of certain debts of AVH and/or certain of its subsidiaries (including debts under the DIP Credit Agreement, among other documents and agreements) and the termination and release of certain related guarantees and security interests of AVH and/or certain of its subsidiaries (including, among other documents and agreements, under the DIP Credit Agreement) and (ii) the payment of certain amounts pursuant to (amongst other things) the ECCA, New U.K. Sub 1 will direct New U.K. Sub 2 to issue and allot the Transfer Consideration Shares directly to the Tranche B Lenders and certain holders of general unsecured Avianca claims (the “Reorganized AVH Shareholders”) in exchange for the complete (100%) cancellation of the Aggregate Tranche B DIP Obligations Amount (excluding the United DIP Obligations, solely in the event that Step 9.1 has occurred) and certain general unsecured claims of the Reorganized AVH Shareholders. The allotment of the Transfer Consideration Shares directly to the Reorganized AVH Shareholders will occur at, and in accordance with, Steps 15 and 20.

13. **Step 13 – Transfer of Certain Contracts and IP of AVH** – AVH to contribute or transfer, assign, convey and grant (whether directly or indirectly) to New U.K. Sub 2 or its subsidiaries certain contracts and certain IP.

14. **Step 14 – Accession of New U.K. Sub 1, New U.K. Midco 2 and New U.K. Sub 2 as Guarantors under the DIP Credit Agreement** – New U.K. Sub 1, New U.K. Midco 2 and New U.K. Sub 2 to have acceded as guarantors of the Debtors under the DIP Credit Agreement.

15. **Step 15 – Allotment of shares by and transfer of subscriber share in Reorganized AVH** – The following will occur simultaneously:

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- 15.1 **Step 15.1** – New U.K. Sub 2 to allot shares to the Tranche B Lenders in consideration for (i) the forgiveness, extinguishment, termination, cancellation and repayment in full of the Aggregate Tranche B DIP Obligations Amount (excluding the United DIP Obligations, solely in the event that Step 9.1 has occurred) and the termination and release of the guarantees and security interests related thereto and (ii) \$200,000,000, to be funded through cash payments. Following allotment of shares, New U.K. Sub 2 to update its register of members and issue share certificates.
- 15.2 **Step 15.2** – Subscriber share to be transferred to a Tranche B Lender in lieu of the issuance of one share otherwise issuable to such Tranche B Lender in accordance with the ECCA.
- Before any shares of New U.K. Sub 2 are listed on a public exchange, New U.K. Sub 2 to re-register as a public limited company.
16. **Step 16 – Adopting new organizational documents of Reorganized AVH** – New U.K. Sub 2 to adopt new articles of association. New U.K. Sub 2 and some or all of the Reorganized AVH Shareholders to enter into the Shareholders’ Agreement.
17. **Step 17 – Issue of warrants by Reorganized AVH** – New U.K. Sub 2 to execute Warrant Instrument and issue warrants thereunder to certain holders of general unsecured Avianca claims entitled thereunder, subject to and in accordance with the terms of the Warrant Instrument and the Plan of Reorganization.
18. **Step 18 – Issuance of United Instrument (if Step 9.1 has occurred)** – In certain circumstances relating to the antitrust clearances to be obtained in the U.S. and Brazil, as set forth in the ECCA Amendment, New U.K. Sub 2 will issue the United Instrument to United Airlines and such United Instrument will be convertible into such number of shares of New U.K. Sub 2 that United Airlines would have otherwise received as consideration for the forgiveness, extinguishment, termination, cancellation and repayment in full of the portion of the Aggregate Tranche B DIP Obligations Amount held by United Airlines (the “United DIP Obligations”) and the termination and release of the guarantees and security interests related thereto under the ECCA.
19. **Step 19 – Issue of exit notes by New U.K. Midco 2** – New U.K. Midco 2 to issue Exit A-1 Notes and Exit A-2 Notes in consideration for the extinguishment, termination, cancellation and repayment in full of the Tranche A-1 DIP Facility Claims and the Tranche A-2 DIP Facility Claims (as appropriate), or payment in full of cash. Before the exit notes are listed on a public exchange, New U.K. Midco 2 to re-register as a public limited company.
20. **Step 20 – Allotment of shares by Reorganized AVH to general unsecured creditors** –
- 20.1 **Step 20.1** – New U.K. Sub 2 to ensure it has (and maintains) authority to allot shares to certain holders of general unsecured Avianca claims in consideration for the forgiveness, extinguishment, termination, cancellation and repayment in full of their general unsecured claims.
- 20.2 **Step 20.2** – New U.K. Sub 2 to allot shares in the capital of New U.K. Sub 2 to applicable general unsecured creditors. Following allotment of shares, New U.K. Sub 2 to update its register of members and issue share certificates. This Step is expected to occur post-Closing.

Steps to be performed after Closing

~~October 25~~December 1, 2021

21. **Step 21 – Management Incentive Plan** – New U.K. Sub 2 to adopt management incentive plan within 60 days from Closing under the ECCA.
22. **Step 22 – Dissolution of holding company structure** –
 - 22.1 **Step 22.1** – New U.K. Sub 1 to be voluntarily struck-off the U.K. company register.
 - 22.2 **Step 22.2** – AVH, New Panamanian Sub 1 and New Panamanian Sub 2 to be liquidated. The expectation is that, upon emergence, the Colombian BVC ex officio suspends the trading of the AVH preferred shares, the Colombian SFC cancels the registry in the Colombian National Registry of Securities and Issuers and, thereafter, the Colombian BVC automatically delists the preferred shares of AVH. If these actions are not taken upon emergence, it is expected that they will be taken prior to the liquidation of AVH.

* * * * *

~~October 25~~ December 1, 2021

Exhibit A

Defined Terms

The following terms shall have the following meanings:

“Aggregate Tranche B DIP Obligations Amount” has the meaning assigned to such term in the ECCA.

“Alternative Transaction Pivot Date” has the meaning assigned to such term in the ECCA.

“Bankruptcy Code” means chapter 11 of title 11 of the U.S. Code.

“Colombian BVC” means the *Bolsa de Valores de Colombia*, the Colombian stock exchange.

“Colombian SFC” means the *Superintendencia Financiera de Colombia*, the Colombian securities regulator.

“Confirmation Order” has the meaning assigned to such term in the ECCA.

“DIP Credit Agreement” means that certain Super-Priority Debtor-In-Possession Term Loan Agreement, dated as of October 13, 2020, among Avianca Holdings S.A., certain subsidiaries of Avianca Holdings S.A., each of the several banks and other financial institutions or entities from time to time party thereto as DIP Lenders, and JPMorgan Chase Bank, N.A., as administrative agent and as collateral agent, as amended by that certain First Amendment dated as of August 27, 2021, Second Amendment dated as of September 17, 2021, and Third Amendment dated as of September 22, 2021.

“ECCA” means that certain Equity Conversion and Commitment Agreement, dated as of September 1, 2021, among Avianca Holdings S.A., certain subsidiaries of Avianca Holdings S.A. and the Tranche B Lenders, as amended by the ECCA Amendment.

“Internal Reorganization Agreement” means that certain Internal Reorganization Agreement to be entered into by and among Avianca Holdings S.A., New Panamanian Sub 1, New Panamanian Sub 2, New U.K. Sub 1, New U.K. Midco 1, New U.K. Midco 2, New U.K. Midco 3, New Cayman Midco and New U.K. Sub 2 pursuant to which Steps 11 – 12 of this memorandum will be carried out.

“Shareholders’ Agreement” means that certain Shareholders’ Agreement relating to Reorganized AVH to be entered into by and among Reorganized AVH and some or all of the Reorganized AVH Shareholders.

“Supporting Tranche B Lenders” has the meaning assigned to such term in the ECCA.

“Tranche B Lenders” has the meaning assigned to such term in the DIP Credit Agreement.

“U.S. Bankruptcy Court” the U.S. Bankruptcy Court for the Southern District of New York.

“Warrant Instrument” means that certain Warrant Instrument to be executed by Reorganized AVH for the issuance of warrants to certain holders of general unsecured Avianca claims pursuant to the Plan of Reorganization.

~~October 25~~ December 1, 2021

Exhibit B

1. The advances made to Aerovías del Continente Americano S.A. Avianca equal to USD 504 million.
2. The advances made to Taca International Airlines S.A. equal to USD 90,700,000.
3. The intercompany balances as reflected in the below table.

Accounts receivable Avianca Holdings S.A.	
Debtor	Amount
Aerovías del Continente Americano S.A. Avianca	96,627,024
AV International Holdco S.A.	22,000,000
AV International Holdings S.A.	100
AV International Ventures S.A.	1,607,042,136
AV Loyalty Bermuda Ltd.	185,007,000
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Description of Restructuring Transactions and Transaction Steps

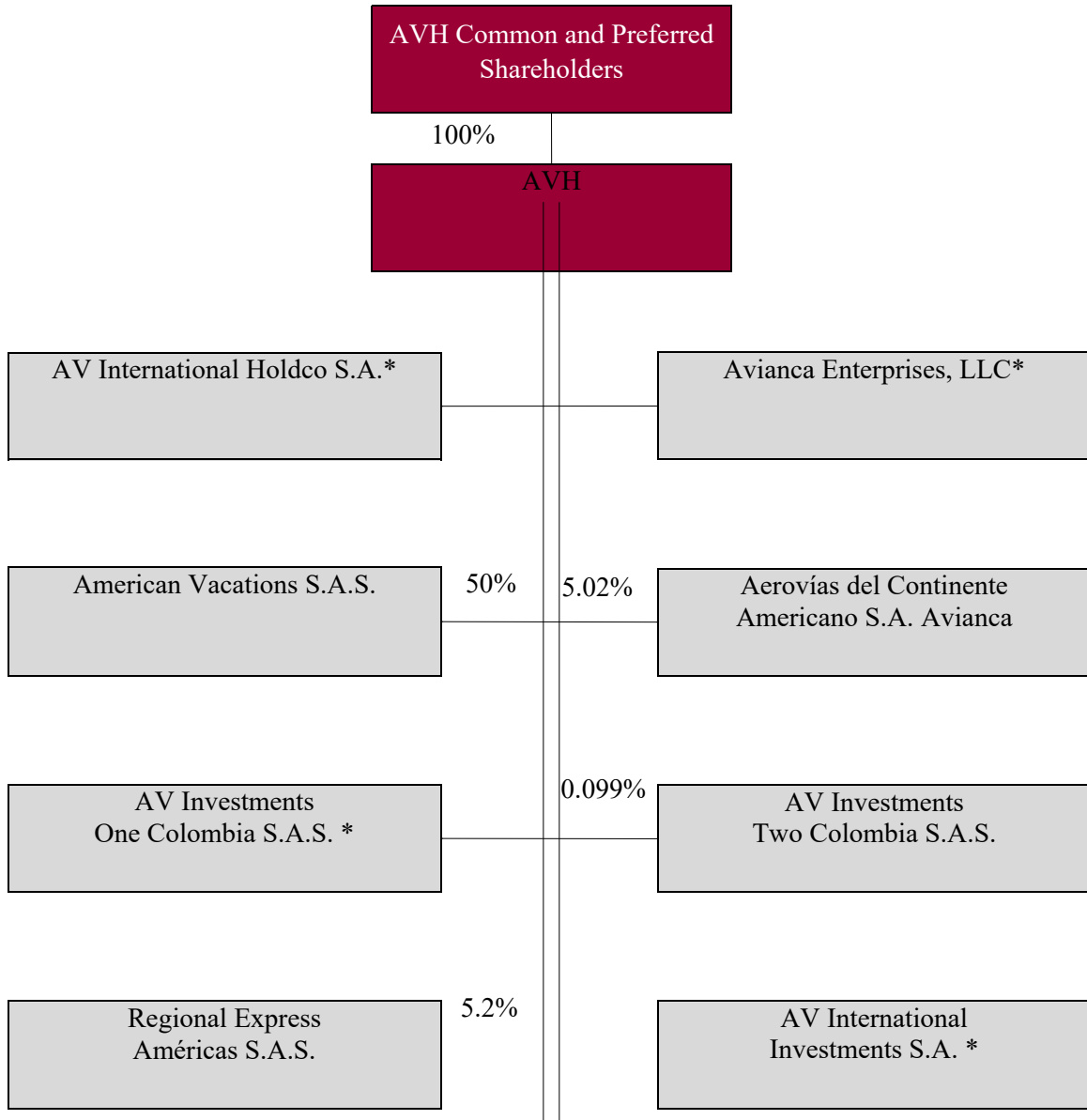
December 1, 2021

Exhibit C

<u>Entity</u>	<u>Company AR (USD)</u>	<u>Company AP (USD)</u>
<u>AV International Holdco S.A.</u>	<u>22,000,000</u>	<u>-</u>
<u>AV International Ventures S.A.</u>	<u>1,607,042,136</u>	<u>-</u>
<u>AV Loyalty Bermuda Ltd.</u>	<u>175,785,360</u>	<u>-</u>
<u>Avianca-Ecuador S.A.</u>	<u>13,566,247</u>	<u>-</u>
<u>Avianca Leasing, LLC</u>	<u>322,946,000</u>	<u>-</u>
<u>Avianca, Inc.</u>	<u>2,460,411</u>	<u>-</u>
<u>Grupo Taca Holdings Limited</u>	<u>161,473,000</u>	<u>-</u>
<u>LifeMiles Ltd.</u>	<u>-</u>	<u>12,718,522</u>
<u>Taca International Airlines S.A.</u>	<u>12,163,017</u>	<u>-</u>
<u>Taca S.A.</u>	<u>94,500,000</u>	<u>-</u>
<u>Total</u>	<u>2,412,260,002</u>	<u>12,718,522</u>

**SECTION C. STRUCTURE
CHARTS**

Current Structure



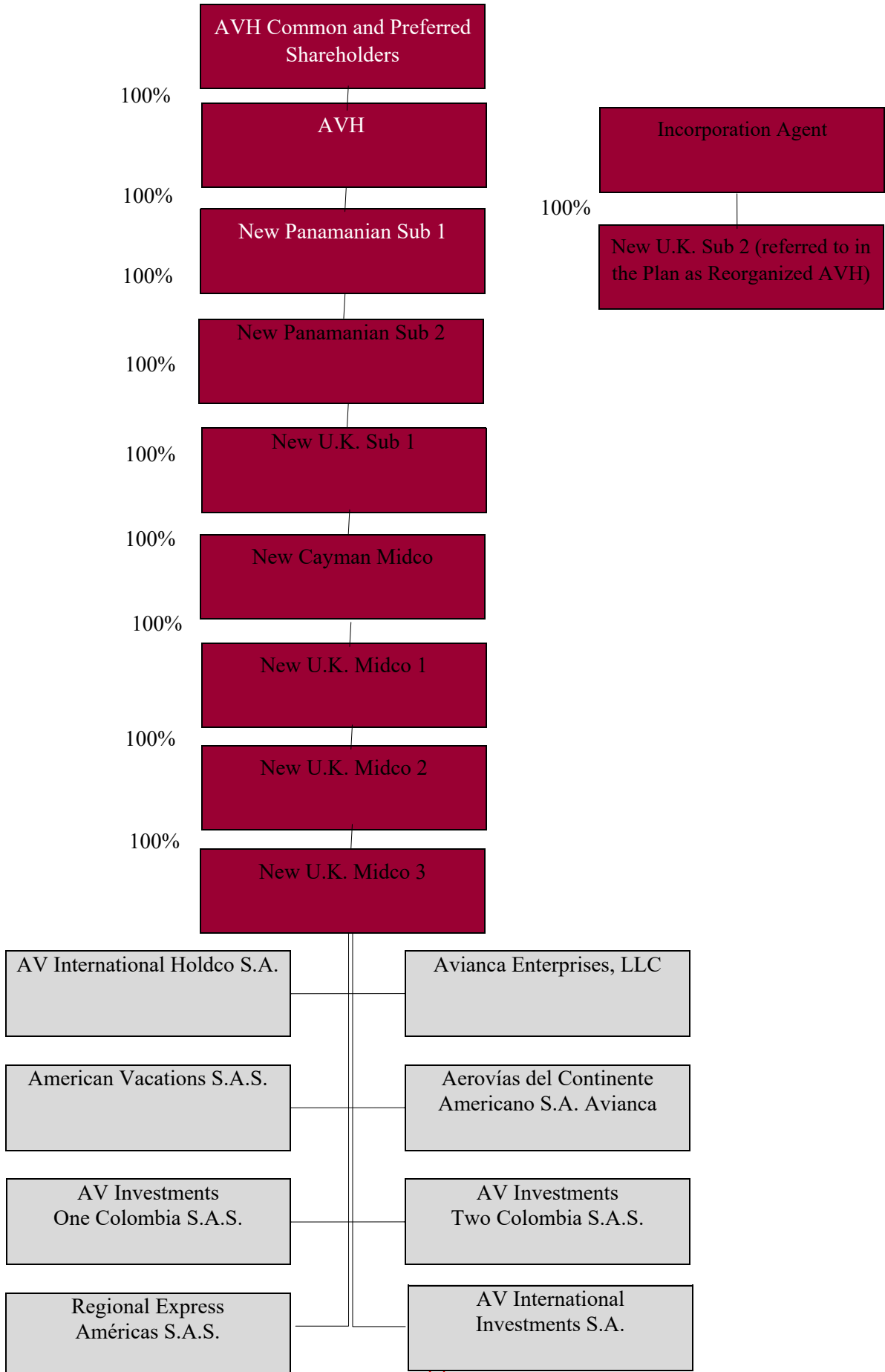
*Such company is 100% wholly owned subsidiary of AVH.

The equity interest of each company colored in grey is directly held by AVH.

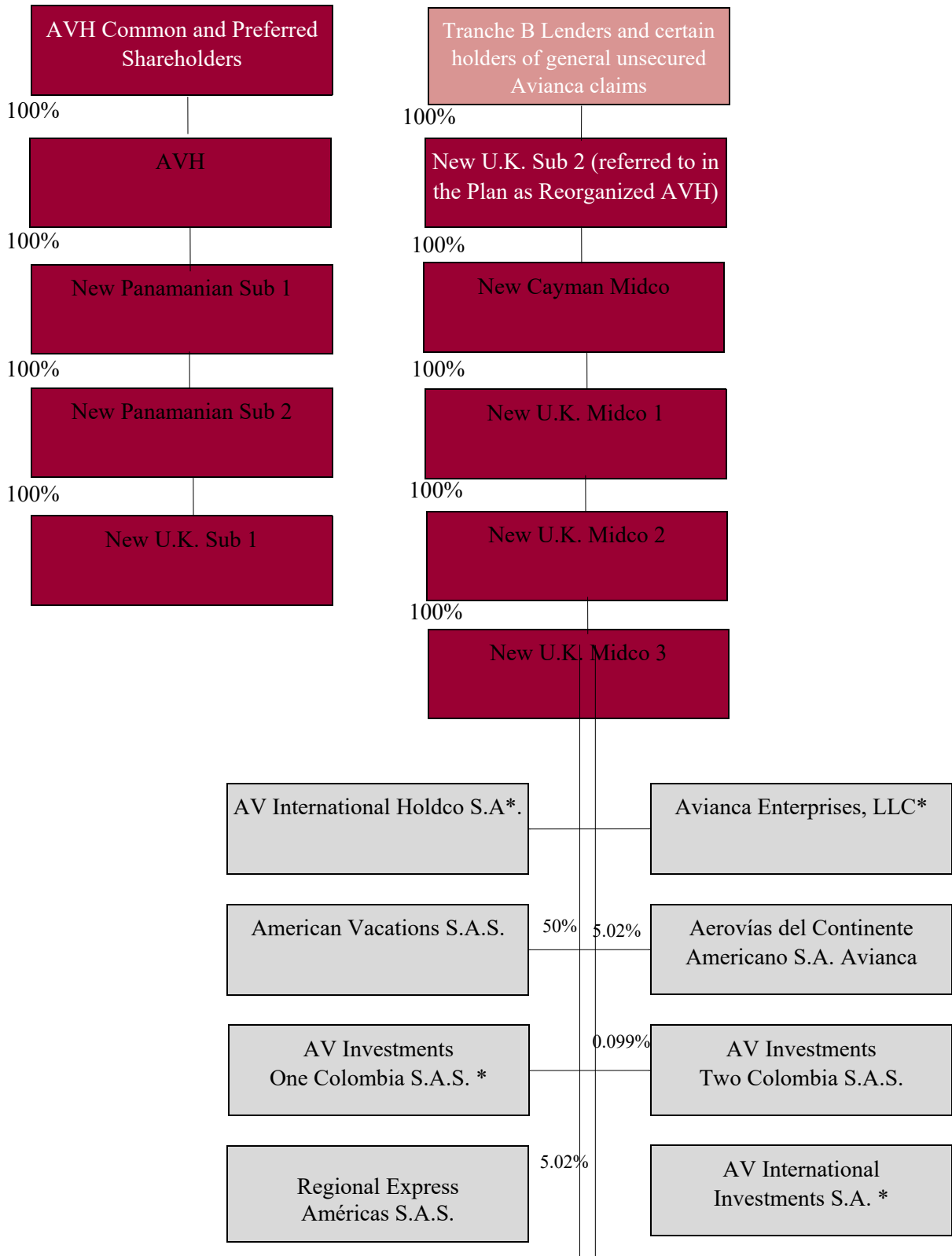
All debtor entities not shown on this chart are direct or indirect subsidiaries of the companies that are colored in grey.

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Structure Immediately Prior to Emergence



* The equity interest of each company colored in grey is directly held by New U.K. Midco 3.



*Such company is a 100% wholly owned subsidiary of New U.K. MidCo 3

The equity interest of each company colored in grey is directly held by New U.K. MidCo 3.

~~*Description of Restructuring Transactions and Transaction Steps*~~

~~*October 25, 2021*~~

Exhibit C to Notice of Plan Supplement

Warrant Agreement

WHITE & CASE

Dated 1 December 2021

Warrant Instrument

relating to the issue of Warrants
to subscribe for Shares in, and issued by, Avianca Group International Limited

White & Case LLP
5 Old Broad Street
London EC2N 1DW

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This Warrant Instrument is made on 1 December 2021 (this “**Deed**”) by:

Avianca Group International Limited, a private limited company incorporated in England and Wales with company number 13645132 whose registered office is at Avianca Savinvest Arquen House, 4-6 Spicer Street, St. Albans, Greater London, United Kingdom, AL3 4PQ (the “**Company**”).

Recital:

In connection with the reorganization of Avianca Holdings S.A. (a *sociedad anónima* duly organized and validly existing under the laws of Panama) and certain of its subsidiaries, the Company has agreed to create and issue the Warrants (as defined below) to subscribe for Warrant Shares (as defined below) in the capital of the Company on the terms and subject to the conditions set out in this Deed.

It is Agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

The following terms and expressions have the following meanings:

“**Act**” means the Companies Act 2006;

“**Allowed**” has the meaning given to it in the Plan of Reorganization;

“**Articles**” means the articles of association of the Company;

“**Asset Sale**” has the meaning given to it in the Shareholders’ Agreement;

“**Auditors**” means the statutory auditors appointed by the Group from time to time;

“**Authorisation**” means an authorisation, consent, approval, resolution, licence, exemption, filing or notarisation;

“**Board**” means the board of directors of the Company (or a duly authorised committee thereof that has been delegated the applicable authority) from time to time;

“**Business Day**” means a day other than a Saturday or Sunday or a public holiday in England and Wales, the State of New York or Bogota, Colombia;

“**Cashless Exercise**” has the meaning given to it in Clause 6.2(a)(ii);

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and “**Controlled**”, “**Controls**” and “**Controlling**” shall be construed accordingly;

“**Deed**” means this Warrant Instrument made by the Company on the date hereof;

“**Distribution Date**” means the Initial General Unsecured Claims Distribution Date (as defined in the Plan of Reorganization) or any subsequent date on which the Company makes distributions to holders of General Unsecured Avianca Claims under the Plan of Reorganization.

“**Dividend Amount**” has the meaning given to it in Clause 8;

“**Down-Round Ordinary Share Issuance**” has the meaning given to it in Clause 9.2;

“**Eligible Warrantholder**” means any Warrantholder that qualifies as an accredited investor within the meaning of Rule 501 of Regulation D under the Securities Act.

“**Encumbrance**” means any security interest of any Person (including any right to acquire, option or right of pre-emption or first offer or first refusal) or any mortgage, charge, pledge, lien, assignment, hypothecation, title retention or other security agreement or arrangement or any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership;

“**Equity Securities**” means any Shares or Rights or other equity securities of the Company;

“**Exercise Date**” means any Business Day on which the Company receives a Notice of Exercise;

“**Exercise Period**” means the period commencing on the date hereof and ending on the earlier of (a) the date of service of an Exit Notification; and (b) the 5th anniversary of the date hereof;

“**Exchange Listing**” has the meaning given to it in the Shareholders’ Agreement;

“**Exit Event**” means:

- (a) an IPO;
- (b) a Winding Up;
- (c) an Asset Sale; or
- (d) a Sale;

and, for the avoidance of doubt, shall not include a Reorganisation Transaction;

“**Exit Notification**” means a notice from the Company to the Warrantheolders informing them of an Exit Event or an anticipated Exit Event, and containing:

- (a) details of the nature of the Exit Event or anticipated Exit Event; and
- (b) the anticipated earliest date on which such Exit Event could occur;

“**Exit Payment**” has the meaning given to it in Clause 6.6;

“**Exit Value**” means, in relation to an Exit Event, the amount that a Warrantheolder would have received or would receive in connection with such Exit Event if such Warrantheolder had been or was holding the underlying Warrant Shares, *provided* that where a Warrantheolder would have received or would receive non-cash consideration as part of such Exit Event, the amount that a Warrantheolder would have received or would receive in connection with such Exit Event shall be the fair value of the Warrant Shares as determined by the Company acting in good faith by reference to the valuation attributed to the Company as part of the underlying transaction documentation effecting or that would effect the relevant Exit Event;

“**Fair Value**” means the fair value of the relevant Warrant Shares as determined by the Company acting in good faith applying the Valuation Principles;

“**Fractional Entitlement**” has the meaning given to it in Clause 7.5;

“**General Unsecured Avianca Claims**” has the meaning given to it in the Plan of Reorganization;

“**Group**” means the Company and any New Holding Company and any direct or indirect subsidiary undertaking of the Company or any New Holding Company from time to time and references to “**member of the Group**” shall be construed accordingly;

“**Holding Companies**” means the Company and any New Holding Company and “**Holding Company**” shall mean any one of them;

“**Independent Expert**” means an independent reputable firm of international chartered accountants (other than the Auditors) or an independent reputable international investment bank, in each case chosen by the Board with Nominated Warrantholder Consent or in the absence of such consent, appointed by the President for the time being of the Chartered Institute of Accountants in England and Wales on the application of the Board or the Majority Warrantholders;

“**Initial Exit Period**” means the period commencing on the Issuance Date and ending on the eighteen (18) month anniversary of the Issuance Date;

“**Investment Fund**” means any Person, trust, or fund holding shares for investment purposes;

“**Investor Affiliate**” has the meaning given to it in the Shareholders’ Agreement;

“**IPO**” has the meaning given to it in the Shareholders’ Agreement;

“**Issuance Date**” means the date of this Deed;

“**Listed Share Class**” has the meaning given to it in Clause 7.4;

“**Majority Warrantholders**” means the holder(s) of more than 50% of the outstanding Warrants;

“**New Holding Company**” has the meaning given to it in the Shareholders’ Agreement;

“**Nominated Warrantholder Consent**” means the consent or approval of such of the Warrantholder(s) as the Majority Warrantholders shall appoint from time to time and notify to the Company in writing;

“**Notice of Exercise**” means the notice substantially in the form set out in Part A of the Schedule to the Warrant Certificate;

“**Order**” has the meaning given to it in Clause 7.2(b)(i);

“**Ordinary Shares**” means the ordinary shares in the Company each with par value US\$0.0001;

“**Party**” means a party to this Deed;

“**Person**” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or governmental authority;

“**Plan of Reorganization**” has the meaning given to it in the Shareholders’ Agreement.

“**Proceedings**” has the meaning given to it in Clause 23.2;

“**Register**” means the register of entitlement to the Warrants as maintained by the Company and amended from time to time;

“**Relevant Entitlement**” has the meaning given to it in the Shareholders’ Agreement;

“**Reorganisation Transaction**” has the meaning given to it in the Shareholders’ Agreement;

“**Representatives**” has the meaning given to it in the Shareholders’ Agreement;

“**Rights**” shall mean any option, warrant, security, right or other instrument convertible into or exchangeable or exercisable for, or otherwise giving the holder thereof the right to acquire, directly or indirectly, any Shares;

“**Sale**” has the meaning given to it in the Shareholders’ Agreement;

“**Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as in effect from time to time;

“**Shareholders’ Agreement**” means the investment agreement entered into on or around the date hereof relating to the Company (as amended and/or supplemented from time to time in accordance with the terms thereof);

“**Shareholders’ Agreement Deed of Adherence**” has the meaning given to “Deed of Adherence” in the Shareholders’ Agreement;

“**Shares**” means any shares in the capital of the Company;

“**Subscription Price**” means US\$37.00 per Warrant Share in respect of which each Warrant is exercised, subject to adjustment in accordance with Clauses 8 (*Dividends and Distributions*) and 9 (*Adjustments*);

“**Subscription Rights**” means the subscription rights of a Warrantholder to exercise the Warrants and subscribe for Warrant Shares on the terms and subject to the conditions of this Deed, to the extent such rights have not been duly exercised or lapsed in accordance with this Deed;

“**Transfer**” or “**Transferable**” as applicable means the transfer of any interest by way of sale, merger or any other form of disposition (including the creation of an Encumbrance);

“**Unsecured Claimholder Equity Package**” has the meaning given to it in the Plan of Reorganization;

“**Valuation Principles**” means, with respect to each Warrant Share subject to the Fair Value determination:

- (a) on the basis of an arm’s length sale between a willing seller and a willing buyer;
- (b) taking into account the maximum amount reasonably expected to be received in connection with the relevant transaction (including the cash equivalent of any non-cash consideration) for such Warrant Share;
- (c) on the basis that, if the Company is then carrying on business as a going concern, it will continue to do so;
- (d) as a rateable proportion of the total value of all of the Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which it (or the Warrant Shares when taken together) represents;
- (e) taking into account the most recent fundraising valuation of the Company as at the time of valuation, *provided* such fundraising occurred no earlier than twelve months prior to the time of the valuation; and
- (f) on the basis that it will be sold free of all Encumbrances (other than Encumbrances arising from or out of the Articles, the Shareholders’ Agreement or applicable laws or regulations);

“**Warrant**” or “**Warrants**” as applicable means each of the warrants of the Company as constituted by this Deed, to subscribe for the Warrant Shares;

“**Warrant Agent**” means Glas Specialist Services Limited or such other Person(s) designated by the Company from time to time to serve as warrant agent in connection the Warrants and communicated to the Warrantholders;

“**Warrant Agent Address**” means 55 Ludgate Hill Level 1 West, London EC4M 7JW or such other address(es) of the Warrant Agent designated by the Warrant Agent from time to time and communicated to the Warrantholders;

“**Warrant Certificate**” means a certificate in the form, or substantially in the form, set out in Schedule 1 (*Form of Warrant Certificate*);

“**Warrantholder**”, “**Holder**” or “**holder**” means the Person or Persons in whose name(s) a Warrant is registered from time to time as evidenced by the Register;

“**Warrant Shares**” means the Ordinary Shares to be issued to the Warrantholders upon the exercise of the Warrants (as such number of Ordinary Shares shall be adjusted from time to time in accordance with Clause 9 (*Adjustments*)); and

“**Winding Up**” has the meaning given to it in the Shareholders’ Agreement.

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Deed to:
- (i) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted and any subordinate legislation made under it;
 - (ii) the “**Company**”, the “**Warrantholder**”, or any “**Party**” shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (iii) “**assets**” includes present and future properties, revenues and rights of every description;
 - (iv) the expressions “**body corporate**”, “**holding company**”, “**parent undertaking**”, “**subsidiary**” and “**subsidiary undertaking**” shall have the meaning given in the Act;
 - (v) words in the singular include the plural and vice versa and a reference to any gender includes all other genders;
 - (vi) references to writing shall include any modes of reproducing words in a legible and non-transitory form;
 - (vii) a reference to this “**Deed**” or to any other instrument, agreement or document shall be construed as a reference to this Deed or such other instrument, agreement or document as the same may from time to time be amended, amended and restated, varied, novated, supplemented or otherwise modified (other than in breach of the provisions of this Deed);
 - (viii) headings and titles are for convenience only and do not affect the interpretation of this Deed;
 - (ix) a reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be treated as a reference to any analogous term in that jurisdiction;
 - (x) a provision of law is a reference to that provision as amended or re-enacted;
 - (xi) a time of day is a reference to London time; and

- (xii) whenever the words “include,” “includes” or “including” are used in this Deed, they shall be deemed to be followed by the words “without limitation”.
- (b) References to Clauses, paragraphs and Schedules are to clauses, paragraphs of, and schedules to, this Deed. The Schedules form part of this Deed.
- (c) A Warrant is “**outstanding**” unless the Subscription Rights attached to such Warrant have been exercised in full or have lapsed in accordance with the provisions of such Warrant and this Deed.

2. Constitution of Warrant

- 2.1 The Company hereby creates and authorizes for nil up-front consideration, pursuant to a resolution of the Board passed on or around the date hereof, Warrants to subscribe during the Exercise Period for, in aggregate, up to 2,105,263 Warrant Shares, on the terms and subject to the conditions of this Deed.
- 2.2 As soon as practicable following any Distribution Date, to the extent required under the Plan of Reorganization, the Company shall issue Warrants to each holder of Allowed General Unsecured Avianca Claims who validly elects or has validly elected to receive the Unsecured Claimholder Equity Package pursuant to the terms of the Plan of Reorganization, *provided* such Person satisfies the Company as to each of the conditions set forth in Clause 14.1.
- 2.3 Each Warrantholder shall be entitled on the terms and subject to the conditions set out in this Deed to exercise the Warrants held by it at any time during the Exercise Period (in whole or in part at the sole discretion of the Warrantholder) and to subscribe for and be issued the number of Warrant Shares up to the maximum number set out in its Warrant Certificate(s) (as adjusted from time to time in accordance with Clause 9 (*Adjustments*)) either at the Subscription Price (as may be adjusted from time to time in accordance with Clause 8 (*Dividends and Distributions*)) or by way of a Cashless Exercise pursuant to Clause 6.2(a).
- 2.4 The Company undertakes to comply with the terms and conditions of this Deed and specifically, but without limitation, to do all such things and execute all such documents to the extent necessary in order to give effect to the Subscription Rights in accordance with the terms of this Deed.
- 2.5 The Warrants are (i) subject to the provisions of the Articles and, prior to any Exit Event or Exchange Listing, such provisions of the Shareholders’ Agreement (including Clause 17.7 (*New Issue of Shares*)) that expressly apply to the Warrants and/or the Warrantholders, as expressly set forth in the Articles or the Shareholders’ Agreement, and (ii) and otherwise on the terms and conditions of this Deed which are binding on the Company and the Warrantholders and all Persons claiming through or under them. On exercise of the Warrants, the Warrant Shares shall automatically be subject to the provisions of the Articles and, prior to any Exit Event or Exchange Listing, the Shareholders’ Agreement.
- 2.6 The Board has been authorised to issue the Warrants and the Warrant Shares in accordance with the terms of this Deed in favour of each Warrantholder from time to time (or their respective nominees).
- 2.7 Title to the Warrants will pass by Transfer and registration as described in Clause 4 (*Registration*) and Clause 5 (*Transfers*). Each Warrantholder will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of the Warrants held by such Warrantholder for all purposes regardless of any notice of ownership, trust or any other interest in them, any writing thereon by any Person or any notice of any previous theft or loss thereof, and no Person will be liable for so treating such Warrantholder.

3. Register and Warrant Certificate

The Company shall, within five (5) Business Days of entering the name of a Warrantholder in the Register in respect of a Warrant, issue to such Warrantholder a Warrant Certificate in respect of such Warrant, which shall be substantially in the form set out in Schedule 1 (*Form of Warrant Certificate*) and which shall set out the number of Warrant Shares such Warrantholder shall be entitled to acquire under its Warrant.

4. Registration

The Company will ensure the Register is kept at the registered office of the Company (or such other offices of the Company as the Company determines) in which will be entered the names and addresses of the holder of the Warrants and the particulars of the Warrants held by them and all valid Transfers and exercise of the Warrants. The Register shall be kept in accordance with the provisions of Schedule 2 (*Register and Notices*).

5. Transfers

- 5.1 The Warrants shall be freely Transferable in whole or in part without the prior written consent of the Company, subject to compliance with the terms and conditions of this Deed and applicable securities laws and regulations.
- 5.2 There shall be no Transfer of Warrants, and the Company shall not update the Register, if the transferee (other than the Company) has not first entered into and submitted to the Company a form of Transfer, substantially in the form set out in Part B of the Schedule to the Warrant Certificate, agreeing to be bound by the terms of this Deed. On execution of a form of Transfer by the Warrantholder and the transferee and *provided* the other provisions of this Deed have been complied with in relation to the Transfer of Warrants to it, the transferee shall enjoy all rights and benefits and shall be bound by all obligations under this Deed in all respects as if it were a Party.
- 5.3 The transferor shall be deemed to remain the holder of the Warrant until the name of the transferee is entered in the Register in respect of the Warrant being transferred.
- 5.4 The Board may decline to recognise any instrument of Transfer of the Warrants unless the instrument is (i) properly and adequately stamped and (ii) deposited with the Warrant Agent at the Warrant Agent Address accompanied by the Warrant Certificate to which it relates, together with such other evidence as the Board may reasonably require showing the right of the transferor to make the Transfer. The Board will waive production of any Warrant Certificate upon production to them of such satisfactory evidence of the loss, theft or destruction of the Warrant Certificate as they may reasonably require together with such indemnity as they may reasonably require.
- 5.5 The registration of a Transfer shall be conclusive evidence of the approval by the Company of such a Transfer.
- 5.6 Nothing in this Deed shall prevent the creation or granting of any Encumbrance over or in relation to any or all of the Warrants.
- 5.7 If a Warrantholder dies, the Company may only recognise the survivor or survivors where he or she was a joint holder, and his or her personal representatives where he or she was a sole holder or the only survivor of joint holders, as having any title to his or her Warrants.
- 5.8 Any Person becoming entitled to a Warrant in consequence of the death or bankruptcy of a Warrantholder or otherwise than by Transfer who produces such evidence of entitlement to Warrants as the Board may require may either choose to become the holder of that Warrant or

to have it transferred to another Person to whom the deceased would have been entitled to transfer the Warrant in accordance with Clause 5.1.

- 5.9 Any Person who wishes to become the holder of Warrants in accordance with Clause 5.8 must notify the Company in writing of that wish.
- 5.10 Any Person who wishes to have Warrants transferred to another Person in accordance with Clause 5.8, must ensure that such Transfer of Warrants complies with the provisions of Clause 5.2. Any Transfer made or executed under this Clause 5.10 is subject to all the provisions of this Deed relating to Transfers and is to be treated as if it were made or executed by the Person from whom the Person entitled has derived rights in respect of the Warrants, and as if the event which gave rise to the entitlement had not occurred.

6. Exercise of Subscription Rights

6.1 The Subscription Rights may be exercised at any time during the Exercise Period, in whole or in part, after the date on which the first Warrant is issued.

6.2 At any time during the Exercise Period, each Warrantholder may exercise its Subscription Rights by:

(a) delivering a Notice of Exercise to the Company and the Warrant Agent and the relevant Warrant Certificate(s) held by such Warrantholder to the Warrant Agent at the Warrant Agent Address against the issuance of the relevant Warrant Shares pursuant to Clause 7 (*Issue of Warrant Shares*) and electing in such Notice of Exercise whether:

(i) it wishes to pay the Subscription Price in respect of such exercise of its Subscription Rights; or

(ii) it wishes to exercise its Subscription Rights on a cash-free basis for an adjusted number of Warrant Shares calculated in accordance with Clause 6.4, in which case the Company will issue such number of adjusted Warrant Shares pursuant to Clause 6.4 and the Warrantholder shall not be required to deliver payment to the Company or otherwise pay any consideration to the Company (other than as required by the Company pursuant to Clause 6.10) for the issue of such adjusted number of Warrant Shares (a “**Cashless Exercise**”); and

(b) satisfying any other requirements relating to such subscription as set out in this Deed.

6.3 If a Warrantholder elects to exercise its Subscription Rights pursuant to Clause 6.2(a)(i), such Warrantholder shall within five (5) Business Days of delivery of the relevant Notice of Exercise, deliver a banker’s draft or otherwise transfer funds to the Company in an amount equal to the applicable Subscription Price (or such other method of payment as the Company and that Warrantholder may agree) against issuance of the relevant Warrant Shares pursuant to Clause 7 (*Issue of Warrant Shares*).

6.4 If a Warrantholder serves notice on the Company that it wishes to exercise its Subscription Rights by way of a Cashless Exercise in accordance with Clause 6.2(a)(ii), the number of Warrant Shares to which it shall be entitled to on exercise of its Subscription Rights shall be adjusted using the following formula:

$$A = \frac{B \times (C - D)}{C}$$

where:

A = the adjusted number of Warrant Shares to be issued to such Warrantholder;

B = the number of Warrant Shares subject to the relevant Notice of Exercise;

C = Fair Value of the Warrant Shares subject to the relevant Notice of Exercise;

D = the aggregate Subscription Price for the Warrant Shares subject to the relevant Notice of Exercise,

in which case, subject to Clause 6.10, the Company will issue such number of adjusted Warrant Shares pursuant to Clause 7 (*Issue of Warrant Shares*) and such Warrantholder shall not be required to deliver payment to the Company or otherwise pay any consideration to the Company for the issue of such adjusted number of Warrant Shares.

- 6.5 The Company undertakes to send to each Warrantholder an Exit Notification not less than fifteen (15) Business Days prior to the expected date of an Exit Event, which in the case of a Sale or an Asset Sale shall mean no less than fifteen (15) Business Days prior to the date on which the closing of the transactions contemplated by the binding transaction documentation entered into in respect of such Sale or Asset Sale is reasonably anticipated to take place.
- 6.6 Following delivery of an Exit Notification, the Company undertakes to, as soon as reasonably practicable following consummation of an underlying Exit Event, pay to each Warrantholder (a) in the event of an Exit Event which is consummated in the Initial Exit Period and at an Exit Value per Warrant Share less than or equal to the Subscription Price, US\$7.60 per Warrant Share; or (b) (i) in the event of an Exit Event which is consummated after the Initial Exit Period or (ii) in the event of an Exit Event which is consummated in the Initial Exit Period and at an Exit Value per Warrant Share greater than the Subscription Price, the Exit Value of the Warrant Shares into which the Warrants held by such Warrantholder are exercisable less the aggregate Subscription Price for such Warrant Shares (each, an “**Exit Payment**”), in each case, in full and final settlement of any and all claims each Warrantholder may have pursuant to the terms and conditions of this Deed, and each Warrantholder shall deliver the relevant Warrant Certificates held by such Warrantholder to the Warrant Agent at the Warrant Agent Address. Following consummation of the underlying Exit Event, but subject to the receipt of the Exit Payment, the Warrants held by each Warrantholder shall be completely and irrevocably extinguished, shall no longer be in force and effect and the corresponding Warrant Certificate(s) shall be cancelled. For the avoidance doubt, if pursuant to this Clause 6.6, the Exit Payment payable to each Warrantholder is a negative amount, no amount shall be payable to such Warrantholder and following consummation of the underlying Exit Event, the Warrants held by each Warrantholder shall be completely and irrevocably extinguished, shall no longer be in force and effect and the corresponding Warrant Certificate(s) shall be cancelled.
- 6.7 Each Warrantholder shall, within five (5) Business Days of receipt of an Exit Notification, provide the Company with bank account details into which its Exit Payment shall be paid into, together with any other information reasonably requested from the Company in such Exit Notification.
- 6.8 Following receipt of an Exit Notification, if the underlying Exit Event is not consummated within sixty (60) Business Days of receipt of such Exit Notification, the Board shall revoke the Exit Notification and it shall be deemed to have not been served and the Exercise Period shall remain open.
- 6.9 Any Warrants unexercised on the earlier of:
- (a) the fifth (5) anniversary of the date of this Deed; and
 - (b) the date of completion of an Exit Event;

shall lapse and be null and void and all rights in favour of the Warrantholder under this Deed shall terminate in all respects.

- 6.10 In the case of a Cashless Exercise, to the extent required by the Company in order to satisfy any applicable legal and/or regulatory requirements, including the prohibition on issuing Shares in the Company fully paid for an amount less than nominal value, the Company may, as a condition to issue of the relevant Warrant Shares, require that the relevant Warrantholder make a payment to the Company in an amount equal to the aggregate nominal value of the adjusted number of Warrant Shares to be issued to the relevant Warrantholder pursuant to the Cashless Exercise of such Warrantholder's Subscription Rights.

7. Issue of Warrant Shares

- 7.1 Following, as the case may be:

- (a) payment to the Company by a Warrantholder in accordance with Clause 6.2(a)(i) in an amount equal to the applicable Subscription Price; or
- (b) provision by a Warrantholder of the notice contemplated in Clause 6.2(a)(ii) and, if applicable pursuant to Clause 6.10, payment to the Company by a Warrantholder in accordance with Clause 6.10 in an amount equal to the aggregate nominal value of the relevant adjusted Warrant Shares to be issued on a Cashless Exercise;

subject to Clause 7.2, the Company shall allot and issue the relevant number of Warrant Shares to such Warrantholder (or to such of its permitted transferees in compliance with this Deed) by no later than the date falling fifteen (15) Business Days after the relevant Exercise Date and shall deliver the share certificate in respect of such Warrant Shares to such Warrantholder (or its permitted transferee) and shall enter such Warrantholder (or its permitted transferee) in the Company's register of members.

- 7.2 It shall be a condition to the allotment and issuance of the Warrant Shares to any Warrantholder that:

- (a) prior to any Exit Event or an Exchange Listing, such Warrantholder enters into a Shareholders' Agreement Deed of Adherence; and
- (b) such Warrantholder warrants that:
 - (i) it is (1) an accredited investor within the meaning of Rule 501(a) under the Securities Act, or (2) not a U.S. Person within the meaning of Rule 902(k) under the Securities Act, and is (a) a Person who has professional experience in matters relating to investments falling within article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Order**"); or (b) a high net worth entity falling within article 49(2)(a) to (d) of the Order and/or is otherwise a Person to whom the Warrant Shares may be lawfully offered and sold under the terms of article 49(1) of the Order;
 - (ii) (1) either alone or together with its Representatives, it has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Warrant Shares and has so evaluated the merits and risks of such investment; (2) it is able to bear the economic risks of such investment in the Warrant Shares; (3) it has conducted its own independent evaluation, made its own analysis and consulted with advisors as it has deemed necessary, prudent or advisable in order to make its own determination and decision to acquire the Warrant Shares; and (4) it has adequate information to evaluate the Warrant Shares and has had the opportunity to discuss such information with its advisors; and

- (iii) it is acquiring the Warrant Shares for its own account (or for accounts over which it exercises investment authority), for investment and not with a view to the public resale or distribution thereof in violation of any securities law.

7.3 The Warrant Shares issued pursuant to Clause 7.1 shall:

- (a) be registered in the Company's register of members;
- (b) be issued free from all Encumbrances (other than Encumbrances arising from or out of the Articles, the Shareholders' Agreement or applicable laws or regulations);
- (c) be duly and validly issued as fully paid ranking *pari passu* with other securities of the same class then outstanding; and
- (d) have the rights and obligations set out in the Articles and, prior to any Exit Event or an Exchange Listing, the Shareholders' Agreement relating to Warrant Shares.

7.4 To the extent that the Warrant Shares are not the class of share to be listed in respect of any IPO ("**Listed Share Class**"), the Notice of Exercise shall be deemed to include an election by each Warrantholder for the conversion of the Warrant Shares into such shares of the Listed Share Class at the conversion rate then applying to the Warrant Shares (and such Warrantholder agrees to enter into any required documentation and/or take any actions reasonably required by the Company to effect the same).

7.5 No fractions of a Warrant Share shall be issued on the exercise of a Warrant and no refund will be made to the exercising Warrantholder (a "**Fractional Entitlement**") and such part of a Warrant representing the Fractional Entitlement shall be cancelled and lapse; but if more than one (1) Warrant is exercised at the same time by the same Warrantholder then, for the purposes of determining the number of Warrant Shares to be issued and whether any (and if so, what) fraction of a Warrant Share arises, the number of Warrant Shares arising on the exercise of each Warrant (including, for this purpose, fractions) shall first be aggregated.

8. Dividends and Distributions

8.1 In the event of any dividend or other distribution paid by the Company (other than in the form of additional Ordinary Shares) with respect to the Ordinary Shares, the Subscription Price shall be decreased, concurrently with such dividend or other distribution, to a price (to the nearest cent (US\$0.01)) that equals the difference of (i) the Subscription Price in effect immediately prior to such dividend or other distribution, minus (ii) the Dividend Amount of such dividend or other distribution. As used herein, "**Dividend Amount**" means the sum of (x) the cash paid (at any time after the Issuance Date) per Ordinary Share in such dividend or other distribution plus (y) the fair value (as determined by the Company acting in good faith) of any other property, securities, or rights, options or warrants to subscribe for or purchase any of the foregoing paid (at any time after the Issuance Date) per Ordinary Share in such dividend or other distribution. Under no circumstances shall a Warrantholder be entitled to receive any dividend or other distribution in respect of any Warrant (including if the cumulative amount of Dividend Amounts paid (at any time after the Issuance Date) per Ordinary Share is greater than the Subscription Price). Nothing in this Clause 8 shall reduce the Subscription Price below the nominal value of the Warrant Shares.

9. Adjustment

9.1 If the Company proposes any of the following, namely:

- (a) any allotment or issue of Shares by way of capitalisation of profits or reserves or any other distribution (including share premium account and any capital redemption reserve fund); or
- (b) any sub-division or consolidation or reclassification of Equity Securities or the redemption or repurchase of any of the Shares; or
- (c) any action analogous to those in (a) or (b) above,

the Company shall adjust the Subscription Rights and/or the Subscription Price, conditional on any such event occurring, with effect from the date of the relevant event or, if earlier, the record date for the event, so that, after such adjustment the total number of Warrant Shares in respect of which the Subscription Rights will then be, or be capable of being exercised, will carry:

- (i) as nearly as possible (and in any event not less than) the same proportion (expressed as a percentage of the total number of votes exercisable on a poll in respect of all the Equity Securities) of the votes;
- (ii) the same entitlement to participate (expressed as a percentage of the total entitlement conferred by all the Equity Securities) in the profits and assets of the Company, as the total number of Warrant Shares which might have been subscribed pursuant to the Subscription Rights would have had, had there been no such event giving rise to such adjustment; and
- (iii) the aggregate price payable for all Warrant Shares subject to outstanding Subscription Rights shall equal the same aggregate price as would be payable for the number of Warrant Shares subject to outstanding Subscription Rights immediately before the occurrence of the event giving rise to the adjustment.

9.2 Subject to Clause 9.3, if the Company proposes to issue any Ordinary Shares at a price less than US\$37.00 per Ordinary Share (a “**Down-Round Ordinary Share Issuance**”), no such Ordinary Shares will be so issued unless the Eligible Warranholders are offered, on the same terms (as nearly as practicable) and on not less than ten (10) Business Days prior written notice, the right to subscribe for their respective Relevant Entitlements of the Ordinary Shares proposed to be issued in such Down-Round Ordinary Share Issuance; *provided* that the participation of each such Eligible Warranholder in a Down-Round Ordinary Share Issuance shall be conditional upon (a) such Down-Round Ordinary Share Issuance occurring and (b) such Eligible Warranholder making the acknowledgements, confirmations, representations and warranties set forth in Clause 14, applied *mutatis mutandis*.

9.3 If an Eligible Warranholder fails to notify the Company that it wishes to subscribe for its Relevant Entitlement of the Ordinary Shares to be issued in such Down-Round Ordinary Share Issuance within the ten (10) Business Day period set forth in Clause 9.2, such Eligible Warranholder shall be deemed to have declined to subscribe for its Relevant Entitlement of the Ordinary Shares to be issued in such Down-Round Ordinary Share Issuance.

9.4 The provisions in Clause 9.2 will not apply to any issuance by the Company pursuant to clause 17.3 of the Shareholders’ Agreement.

9.5 The Company shall send each Warranholder notice of any adjustments to the Subscription Rights made pursuant to Clause 9.1 as soon as reasonably practicable following the relevant resolution of the Board or shareholders giving effect to or sanctioning the events referred to in Clause 9.1 together with a replacement Warrant Certificate evidencing each Warranholder’s adjusted Subscription Rights.

9.6 In calculating any adjustments to the Subscription Rights pursuant to Clause 9.1 fractions greater than one-half ($\frac{1}{2}$) of Warrant Shares shall be rounded to the next higher whole number

and fractions of one-half ($\frac{1}{2}$) or less of Warrant Shares shall be rounded to the next lower whole number with no further payment therefor.

- 9.7 If there is any dispute as to the appropriate adjustment to the Subscription Rights pursuant to Clause 9.1, the Company and/or the Majority Warrantholders shall request a certification of the appropriate adjustment from the Independent Expert.
- 9.8 In carrying out the certification:
- (a) the Independent Expert shall act as expert and not as arbitrator;
 - (b) the reasonable and properly incurred costs of the Independent Expert shall be borne by the Company; and
 - (c) the certification of the Independent Expert shall be addressed to both the Company and the Warrantholders and, except in the case of manifest error, be final and binding on the Company and the Warrantholders.
- 9.9 All references to “Warrant Shares” and “Subscription Price” herein shall be deemed to include any such adjustment or series of adjustments as set forth in this Clause 9.

10. Representations and warranties

- 10.1 The Company warrants on the Issuance Date that:
- (a) it is a private limited company, duly incorporated and validly existing under the laws of England and Wales;
 - (b) the obligations expressed to be assumed by it in this Deed and the Warrants are legal, valid, binding and enforceable obligations on it;
 - (c) the entry into and performance by it of, and the transactions contemplated by, this Deed and the Warrants do not and will not conflict with:
 - (i) any law or regulation applicable to it;
 - (ii) the Shareholders’ Agreement or any other agreement amongst the holders of Shares;
 - (iii) its constitutional documents;
 - (iv) any agreement or instrument binding upon it or any of its assets; or
 - (v) constitute a default or termination event (however described) under any such agreement or instrument;
 - (d) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the Warrants and the transactions contemplated by this Deed and the Warrants; and
 - (e) all Authorisations required to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed and the Warrants and the transactions contemplated by this Deed and the Warrants have been obtained or effected and are in full force and effect.

11. Covenants

- 11.1 The Company undertakes from the date of this Deed for so long as any Warrant remains outstanding that it shall comply with each of the provisions of this Clause 11.

- 11.2 The Company undertakes to ensure that at all times there shall be available for issue, free from any Encumbrance or other similar rights or any consent, such number of Warrant Shares as would be required under this Deed to be issued to Warrantholders on exercise of the outstanding Warrants and: (i) to register the relevant Warrantholder as the holder of the relevant amount of such Warrant Shares; and (ii) to ensure that all such Warrant Shares will be duly and validly issued as fully paid ranking *pari passu* with and fully fungible with other securities of the same class then outstanding.
- 11.3 The Company shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation required to enable it to perform its obligations under this Deed and the Warrants.

12. Information Rights

- 12.1 Prior the consummation of an Exchange Listing, the Company shall provide, grant access and deliver (or procure the delivery) on an ongoing basis to each Warrantholder, quarterly and annual financial and operating statements and annual audited financial statements.

13. Replacement of Warrant Certificate

- 13.1 If any Warrant Certificate is mutilated or becomes worn out or defaced, upon its production to the Warrant Agent at the Warrant Agent Address and notice of the same to the Company, the Company shall against receipt of a notice that such Warrant Certificate has been delivered to the Warrant Agent at the Warrant Address, deliver a replacement Warrant Certificate. Upon receipt of such mutilated, worn out or defaced Warrant Certificate, the Company shall cancel such Warrant Certificate to be replaced and issue the replacement Warrant Certificate without charge in lieu. The Company shall ensure that an entry as to the issue of the new Warrant Certificate shall be made in the Register.
- 13.2 If any Warrant Certificate is lost or destroyed, upon sufficient proof of loss or description to the satisfaction of the Company or, in the absence of such proof, upon the giving of such indemnity as the Company may deem adequate (acting reasonably), the Company shall issue and deliver such replacement Warrant Certificate without charge in lieu. The Company shall ensure that an entry as to the issue of the new Warrant Certificate and indemnity (if any) shall be made in the Register.

14. Conditions

- 14.1 As a condition to accepting the Warrants under the terms and conditions of this Deed, each Warrantholder acknowledges and confirms that:
- (a) (i) the Warrants and the Warrant Shares have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act, and (ii) there is no existing public or other market for the Warrants or the Warrant Shares;
 - (b) (i) it is an accredited investor within the meaning of Rule 501(a) under the Securities Act, or (ii) it is not a U.S. Person within the meaning of Rule 902(k) under the Securities Act, and, if in the United Kingdom, is (a) a Person who has professional experience in matters relating to investments falling within article 19(1) of the Order; or (b) a high net worth entity or other person falling within article 49(2)(a) to (d) of the Order and/or is otherwise a Person to whom an invitation or inducement to engage in investment activity within the meaning of section 21 of the Financial Services and Markets Act

2000 in connection with the issue or sale of the Warrants or Warrant Shares may be lawfully communicated or caused to be communicated;

- (c) (i) either alone or together with its Representatives, it has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Warrants or the Warrant Shares and has so evaluated the merits and risks of such investment; (ii) it is able to bear the economic risks of such investment in the Warrants or the Warrant Shares; (3) it has conducted its own independent evaluation, made its own analysis and consulted with advisors as it has deemed necessary, prudent or advisable in order to make its own determination and decision to acquire the Warrants or the Warrant Shares; and (4) it has adequate information to evaluate the Warrants or the Warrant Shares and has had the opportunity to discuss such information with its advisors;
- (d) it is acquiring the Warrants and the Warrant Shares to be acquired upon exercise of the Warrants for its own account (or for accounts over which it exercises investment authority), for investment and not with a view to the public resale or distribution thereof in violation of any securities law; and
- (e) it is a “qualified investor” as such term is defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council as adopted by the UK Withdrawal Act.

15. Winding up of the Company

If an order is made or an effective resolution is passed for winding up the Company (except for the purpose of implementing a reconstruction, amalgamation or scheme of arrangement on terms previously sanctioned by a resolution of the shareholders) each Warranholder will be treated as if, immediately before the date of such order or resolution, it had exercised all the Subscription Rights which remain to be exercised by it and shall be entitled to receive, out of the assets which would otherwise be available in the liquidation, such sum (if any) as such Warranholder would have received had it been the holder of the Warrant Shares to which it would have become entitled by virtue of such exercise after deducting from such sum an amount equal to the Subscription Price which would have been payable upon such exercise.

16. Confidential Information

- 16.1 Except as provided in Clause 16.2, the Company and the Warranholders undertake to each other to keep all provisions of this Deed (including the existence of this Deed and any negotiations or discussions thereto) confidential and not to disclose it to anyone and to ensure that all such confidential information is protected with security measures and a degree of care that would apply to its own confidential information except as required by applicable law or regulation and to the extent the information is in the public domain through no default of the relevant party.
- 16.2 Each Warranholder may disclose any information that it is otherwise required to keep confidential under this Clause 16:
 - (a) to its Representatives (on a need-to-know basis) and its Investor Affiliates; or
 - (b) to any bona fide potential purchaser of the Warrants, *provided* that such Warranholder procures that any such recipient is made aware of the confidential nature of such information and agrees in writing to treat it accordingly.

- 16.3 Each Warrantholder and the Company may disclose any information that it is otherwise required to keep confidential under this Clause 16:
- (a) to the extent required by applicable law or regulation or by any securities exchange, regulatory or governmental body or authority or taxation authority; or
 - (b) to the extent that such information comes into the public domain other than as a result of a breach by a Party of this Clause 16.

17. Amendments and Waivers

- 17.1 Subject to Clause 17.2, any term of this Deed and the Warrants may be amended only with written Nominated Warrantholder Consent and the written consent of the Company. Any right or benefit of a Party or a Warrantholder under this Deed may be waived only with the written consent of such Party or Warrantholder (as applicable).
- 17.2 Modifications to this Deed which are immaterial or made to correct a manifest error may be effected by way of deed poll executed by the Company and expressed to be supplemental to this Deed.

18. Conflict with Articles

- 18.1 In the event of conflict between any provision of this Deed, a provision of the Articles and a provision of the Shareholders' Agreement, the Shareholders' Agreement shall prevail as between the Company and the Warrantholders. In the event of conflict between any provision of this Deed and a provision of the Articles, this Deed shall prevail as between the Company and the Warrantholders.
- 18.2 In the event of the termination of the Shareholders' Agreement in accordance with the terms thereof, the Parties hereby undertake to promptly amend and restate this Deed, to the extent necessary, to ensure that this Deed shall operate on a standalone basis, failing which, references to the "Shareholders' Agreement" in this Deed shall refer to the Shareholders' Agreement in force immediately prior to such termination.

19. Assignment

The Company shall not be entitled to assign or charge any of its rights or obligations under this Deed except with Nominated Warrantholder Consent.

20. Notices

Any notice to be given for the purposes of this Deed or the Warrants shall be given in accordance with the provisions of Schedule 2 (*Register and Notices*) of this Deed.

21. Third Party Rights

Save for a Warrantholder (who shall have such a right), a Person who is not a Party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed except and to the extent (if any) that this Deed expressly provides for such act to apply to any of its terms.

22. Severability

If any provision in or obligation under this Deed shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

23. Governing Law and Jurisdiction

- 23.1 This Deed and the rights and obligations of the Parties, including the validity and enforceability of this Deed, the capacity of the Parties and all non-contractual obligations arising under or in connection with this Deed, shall be governed by and construed in accordance with the laws of England and Wales.
- 23.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Deed, and/or any non-contractual obligations arising in connection with this Deed (“**Proceedings**”).
- 23.3 The Parties irrevocably waive any objection which they might now or hereafter have to the courts of England and Wales being nominated as the forum to hear and determine any Proceedings on the grounds of venue or on the grounds that such Proceedings have been brought in an inappropriate forum.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

Schedule 1 Form of Warrant Certificate

THE WARRANTS AND THE SECURITIES TO BE ISSUED UPON THE EXERCISE OF THE WARRANTS WILL BE ISSUED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SECTION 1145 OF TITLE 11 OF THE UNITED STATES CODE, 11 U.S.C. §§ 101–1532, AS AMENDED (THE “**BANKRUPTCY CODE**”). THE WARRANTS AND THE SECURITIES TO BE ISSUED UPON THE EXERCISE OF WARRANTS MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), PROVIDED THAT THE HOLDER IS NOT DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE ISSUER. IF THE HOLDER IS DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE ISSUER, THEN THE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAW OR (2) SUCH DISPOSITION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE SECURITIES ACT AND OF ANY APPLICABLE STATE SECURITIES LAWS.

IN ADDITION, THE WARRANTS AND THE SECURITIES TO BE ISSUED UPON THE EXERCISE OF THE WARRANTS MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSFER COMPLIES WITH THE PROVISIONS OF THIS WARRANT AGREEMENT AND, WITH RESPECT TO THE SECURITIES TO BE ISSUED UPON THE EXERCISE OF THE WARRANTS, THAT CERTAIN SHAREHOLDERS’ AGREEMENT OF AVIANCA GROUP INTERNATIONAL LIMITED (THE “**COMPANY**”), DATED AS OF [●] (AS THE SAME MAY BE AMENDED, RESTATED OR MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS, THE “**SHAREHOLDERS’ AGREEMENT**”), A COPY OF WHICH IS ON FILE AND MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE COMPANY. NO TRANSFER OF THE WARRANTS OR THE SECURITIES TO BE ISSUED UPON THE EXERCISE OF THE WARRANTS WILL BE MADE ON THE BOOKS OF THE COMPANY UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE APPLICABLE TERMS OF THIS WARRANT AGREEMENT AND, AS APPLICABLE, THE SHAREHOLDERS’ AGREEMENT. THE SECURITIES TO BE ISSUED UPON THE EXERCISE OF THE WARRANTS ARE ALSO SUBJECT TO CERTAIN OTHER RIGHTS AND OBLIGATIONS, AS SET FORTH IN THE SHAREHOLDERS’ AGREEMENT.

[●]
(the “**Company**”)

WARRANT CERTIFICATE

Certificate No.

Introduction: This Warrant Certificate is issued pursuant to the Warrant Instrument dated [●] (the “**Instrument**”) and entered into by [●] as warrant issuer (the “**Company**”) in relation to the warrants (the “**Warrants**”) constituted by the Instrument and which are subject to the Articles. The Warrants are subject to the terms and conditions of, and have the benefit of, the Instrument. Unless the context

requires otherwise, words and expressions defined or construed in this Warrant Certificate and which are not defined or construed in this Warrant Certificate shall bear the same meanings ascribed in the Instrument.

Registered holder: This is to certify that [name of Warrantholder] of [address of Warrantholder] is, at the date hereof, entered in the register maintained by the Company in relation to the Warrant (the “Register”) as the duly registered holder (the “Warrantholder”) of [●] Warrants, each entitling the Warrantholder to subscribe for [●] Warrant Shares.

Determination of entitlement: This Warrant Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Warrantholder (or its permitted assignees and transferees) is entitled to the Warrants, and issuance of the corresponding [●] Warrant Shares, in respect of this Warrant Certificate.

Governing law: This Warrant Certificate is governed by, and shall be construed in accordance with, English law.

Executed as a Deed
by **AVIANCA GROUP INTERNATIONAL LIMITED**
acting by, a
director, in the presence of:

}
.....
Director

.....

Witness:

Signature:

Name:

Address:

Occupation:

ISSUED on [●] 20[●]

Notes:

1. This Warrant Certificate must be surrendered to the Warrant Agent at the Warrant Agent Address before any transfer of any of the Warrants comprised in it can be registered or (a) new certificate(s) issued in exchange. No right to subscribe for a fraction of a Warrant Share may be transferred.
2. This Warrant Certificate may be transferred only in accordance with the terms and conditions of the Instrument.
4. The Warrants will be registered and will be transferable by the due submission by the Warrantholder of a Form of Transfer, substantially in the form set out Part B of Schedule hereto, executed by the Warrantholder and the transferee. No transfer of a right to subscribe for a fraction of a Warrant Share may be effected.

SCHEDULE TO THE WARRANT CERTIFICATE

**Part A
NOTICE OF EXERCISE**

To: [●] (the "Company")

Schedule to the Warrant Certificate

Notice of Exercise

We refer to the Warrant Instrument executed by the Company on _____ 2021 (the "Instrument"). Unless the context requires otherwise, words and expressions defined or construed in the Instrument and which are not defined or construed in this Notice of Exercise shall bear the same meanings ascribed in the Instrument.

[We hereby exercise Subscription Rights over _____ of the Warrant Shares represented by this Warrant Certificate and [enclose a bankers draft] [insert other payment details] for US\$ _____ being the aggregate Subscription Price payable in respect thereof.]

OR

[We hereby exercise our right to Cashless Exercise and to receive an adjusted number of Warrant Shares in accordance with Clause 6.4 of the Instrument without any requirement for payment by us on or our behalf, save as may be required by the Company pursuant to Clause 6.10.]

We direct the Company to allot the Warrant Shares to be issued in the following numbers and to the following proposed allottees:

	No of Warrant Shares	Name of Proposed Allottee	Address of Proposed Allottee
1			
2			
3			
4			

We request that the share certificate(s) be sent by post to us at the first address shown above, marked for the attention of [insert details]. We agree that the Warrant Shares are issued to us subject to the Articles and, prior to any Exit Event or an Exchange Listing, to the terms of the Shareholders' Agreement.

We hereby warrant as of the date hereof that:

- (a) (1) we are an accredited investor within the meaning of Rule 501(a) under the Securities Act, or (2) we are not a U.S. Person within the meaning of Rule 902(k) under the Securities Act, and are (a) a Person who has professional experience in matters relating to investments falling within article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order"); or (b) a high net worth entity falling within article 49(2)(a) to (d) of the Order and/or are otherwise a Person to whom the Warrant Shares may be lawfully offered and sold under the terms of article 49(1) of the Order;

- (b) (1) either alone or together with our Representatives, we have such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Warrant Shares and have so evaluated the merits and risks of such investment; (2) we are able to bear the economic risks of such investment in the Warrant Shares; (3) we have conducted our own independent evaluation, made our own analysis and consulted with advisors as we have deemed necessary, prudent or advisable in order to make our own determination and decision to acquire the Warrant Shares; and (4) we have adequate information to evaluate the Warrant Shares and have had the opportunity to discuss such information with our advisors; and
- (c) we are acquiring the Warrant Shares for our own account (or for accounts over which we exercise investment authority), for investment and not with a view to the public resale or distribution thereof in violation of any securities law.

Signed by

[•]

For and on behalf of
Name of Warrantholder

}

.....
Director/Secretary

Part B
FORM OF TRANSFER

To: [●] (the "Company")

For value received, _____ (the "Transferor"), of _____ hereby transfers Warrants to subscribe for _____ Warrant Shares to _____, of _____ (the "Transferee").

We refer to the Warrant Instrument executed by the Company on _____ 2021 (the "Instrument"). Unless the context requires otherwise, words and expressions defined or construed in the Instrument and which are not defined or construed in this form of Transfer shall bear the same meanings ascribed in the Instrument.

The Transferee hereby agrees with the Company that it will comply with the terms of the Warrants and the Instrument, confirms that it has complied with the provisions of Clause 5 of the Instrument, and requests that it be entered in the Register of holders of the Warrants with the address specified above.

The Transferee hereby warrants as of the date hereof that:

- (a) (1) it is an accredited investor within the meaning of Rule 501(a) under the Securities Act, or (2) it is not a U.S. Person within the meaning of Rule 902(k) under the Securities Act, and, if in the United Kingdom, is (a) a Person who has professional experience in matters relating to investments falling within article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order"); or (b) a high net worth entity or other person falling within article 49(2)(a) to (d) of the Order and/or is otherwise a Person to whom an invitation or inducement to engage in investment activity within the meaning of section 21 of the Financial Services and Markets Act 2000 in connection with the issue or sale of Warrants or Warrant Shares may be lawfully communicated or caused to be communicated;
- (b) (1) either alone or together with its Representatives, it has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Warrants or Warrant Shares and has so evaluated the merits and risks of such investment; (2) it is able to bear the economic risks of such investment in the Warrants or Warrant Shares; (3) it has conducted its own independent evaluation, made its own analysis and consulted with advisors as it has deemed necessary, prudent or advisable in order to make its own determination and decision to acquire the Warrants or Warrant Shares; and (4) it has adequate information to evaluate the Warrants or Warrant Shares and has had the opportunity to discuss such information with its advisors ;and
- (c) it is acquiring the Warrants or Warrant Shares to be acquired upon exercise of the Warrants for its own account (or for accounts over which it exercises investment authority), for investment and not with a view to the public resale or distribution thereof in violation of any securities law.

Dated _____

Executed by the Transferor

By:

Name:

Title:

Executed by the Transferee

By:

Name:

Title:

Schedule 2 Register and Notices

1. Register

- 1.1 The Company shall maintain the Register at its registered office (or such other offices of the Company as the Company determines) and there shall be entered in the Register:
- (a) the names, addresses, email addresses and government issued identification numbers of each Warrantholder;
 - (b) the number of Warrants held by each Warrantholder;
 - (c) the number of Warrant Shares in respect of which each Warrantholder is entitled to exercise Subscription Rights from time to time;
 - (d) the date on which the name of each Warrantholder is entered in the Register in respect of the Warrants registered in that Warrantholder's name;
 - (e) particulars of all cancellations and replacements of the Warrant Certificates and any indemnities received in connection with the same; and
 - (f) the date on which each Warrantholder exercises any Subscription Rights and the number of Warrants in respect of which such Subscription Rights are exercised.
- 1.2 Any change in the name or address of any Warrantholder shall promptly be notified in writing to the Company which shall cause the Register to be altered accordingly.
- 1.3 Each Warrantholder or any Person authorised by such Warrantholder shall be at liberty at all reasonable times during office hours upon three (3) Business Days' notice to inspect those portions of the Register concerning such Warrantholder and to take copies of or extracts of such portions.
- 1.4 The Company shall be entitled to treat each Person whose name is shown in the Register as a Warrantholder as the absolute owner of the relevant Warrant and, accordingly, shall not, except as ordered by a court of competent jurisdiction or as required by law, be bound to recognise any equitable or other claim to, or interest in, such Warrant on the part of any other Person whether or not it shall have express or other notice thereof. No express or other notice of any such equitable or other claim to, or interest in, a Warrant shall, except as ordered by a court of competent jurisdiction or as required by law, be entered on the Register in respect of such Warrant.
- 1.5 Each Warrantholder shall be recognised by the Company as entitled to the Warrants in respect of which it is a Warrantholder free from any equity, set-off or cross-claim on the part of the Company against the original or any intermediate holder of such Warrants.
- 1.6 No fee shall be charged for any registration of a Transfer of a Warrant or for the registration of any other documents which in the opinion of the Board require registration.
- 1.7 The registration of a Transfer shall be conclusive evidence of the approval by the Board of such a Transfer.

2. Notices

- 2.1 Each Warrantholder shall register with the Company an address to which notices and other communications can be sent and, if any Warrantholder shall fail to do so, any notice or communication may be given to such Warrantholder by sending the same by any of the methods referred to in paragraph 2.3 to the last known place of business or residence or registered office

of such Warrantholder or, if none, by exhibiting the same for three (3) Business Days at the registered office of the Company.

- 2.2 The Company may from time to time (in its sole discretion) change or replace its registered office, the Warrant Agent and/or the Warrant Agent Address; *provided*, that (a) the address of any such new registered office of the Company and any new Warrant Agent Address shall be within the United Kingdom and (b) the Company or the Warrant Agent shall give the Warrantholders not less than five (5) days' prior notice of any such change or replacement of the registered office of the Company, the Warrant Agent and/or the Warrant Agent Address. Until the end of such notice period, delivery of documents to, and service on, either the relevant prior addresses or the newly changed addresses shall remain effective.
- 2.3 Notices and other communications to the Warrantholder and/or to the Company shall be in writing and shall be delivered by hand, by prepaid first-class post, sent by internationally recognised courier or email.
- 2.4 A notice or other communication given in accordance with paragraph 2.3 shall be deemed to have been served:
- (a) at the time of delivery (or, where such time is outside the normal business hours of the recipient, on the opening of the next following Business Day), if delivered by hand; or
 - (b) at the start of the fourth (4th) Business Day following its posting, if sent by internationally recognised courier;
 - (c) at the time of sending, if sent by email, *provided* that receipt shall not be deemed to have occurred if the sender receives an automated message indicating that the message has not been delivered to the recipient; or
 - (d) on the second (2nd) Business Day following its posting, if sent by prepaid first-class post.
- 2.5 Any Person who, whether by operation of law, Transfer or other means whatsoever, becomes entitled to any Warrants shall be bound by every notice properly given to the Person from whom he derives his title to such Warrants.
- 2.6 When a given number of days' notice is required to be given, the day of service shall be included but the day upon which such notice will expire shall not be included in calculating the number of days.

Exhibit C-1 to Notice of Plan Supplement

Blackline of Warrant Agreement Against October 26 Version

WHITE & CASE

Dated ~~10~~ [1 December 2021](#)

Warrant Instrument

relating to the issue of Warrants
to subscribe for Shares in, and issued by, Avianca Group International Limited

White & Case LLP
5 Old Broad Street
London EC2N 1DW

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This Warrant Instrument is made on ~~[●]~~ 1 December 2021 (this “Deed”) by:

Avianca Group International Limited, a private limited company incorporated in England and Wales with company number 13645132 whose registered office is at ~~[3rd Floor 1 Ashley Road, Altrincham, Cheshire~~ Avianca Savinvest Arquen House, 4-6 Spicer Street, St. Albans, Greater London, United Kingdom, ~~WA14 2DT~~⁺ AL3 4PQ (the “Company”).

Recital:

In connection with the reorganization of Avianca Holdings S.A. (a *sociedad anónima* duly organized and validly existing under the laws of Panama) and certain of its subsidiaries, the Company has agreed to create and issue the Warrants (as defined below) to subscribe for Warrant Shares (as defined below) in the capital of the Company on the terms and subject to the conditions set out in this Deed.

It is Agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

The following terms and expressions have the following meanings:

“**Act**” means the Companies Act 2006;

“**Allowed**” has the meaning given to it in the Plan of Reorganization;

“**Articles**” means the articles of association of the Company;

“**Asset Sale**” has the meaning given to it in the Shareholders’ Agreement;

“**Auditors**” means the statutory auditors appointed by the Group from time to time;

“**Authorisation**” means an authorisation, consent, approval, resolution, licence, exemption, filing or notarisation;

“**Board**” means the board of directors of the Company (or a duly authorised committee thereof that has been delegated the applicable authority) from time to time;

“**Business Day**” means a day other than a Saturday or Sunday or a public holiday in England and Wales, the State of New York or Bogota, Colombia;

“**Cashless Exercise**” has the meaning given to it in Clause 6.2(a)(ii);

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and “**Controlled**”, “**Controls**” and “**Controlling**” shall be construed accordingly;

“**Deed**” means this Warrant Instrument made by the Company on the date hereof;

⁺ ~~Note to Draft: The address will be changed on or shortly after emergence to Avianca Savinvest Arquen House, 4-6 Spicer Street, St. Albans, Greater London, United Kingdom, AL3 4PQ.~~

“**Distribution Date**” means the Initial General Unsecured Claims Distribution Date (as defined in the Plan of Reorganization) or any subsequent date on which the Company makes distributions to holders of General Unsecured Avianca Claims under the Plan of Reorganization.

“**Dividend Amount**” has the meaning given to it in Clause 8;

“**Down-Round Ordinary Share Issuance**” has the meaning given to it in Clause 9.2;

“**Eligible Warrantholder**” means any Warrantholder that qualifies as an accredited investor within the meaning of Rule 501 of Regulation D under the Securities Act.

“**Encumbrance**” means any security interest of any Person (including any right to acquire, option or right of pre-emption or first offer or first refusal) or any mortgage, charge, pledge, lien, assignment, hypothecation, title retention or other security agreement or arrangement or any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership;

“**Equity Securities**” means any Shares or Rights or other equity securities of the Company;

“**Exercise Date**” means any Business Day on which the Company receives a Notice of Exercise;

“**Exercise Period**” means the period commencing on the date hereof and ending on the earlier of (a) the date of service of an Exit Notification; and (b) the 5th anniversary of the date hereof;

“**Exchange Listing**” has the meaning given to it in the Shareholders’ Agreement;

“**Exit Event**” means:

- (a) an IPO;
- (b) a Winding Up;
- (c) an Asset Sale; or
- (d) a Sale;

and, for the avoidance of doubt, shall not include a Reorganisation Transaction;

“**Exit Notification**” means a notice from the Company to the Warrantholders informing them of an Exit Event or an anticipated Exit Event, and containing:

- (a) details of the nature of the Exit Event or anticipated Exit Event; and
- (b) the anticipated earliest date on which such Exit Event could occur;

“**Exit Payment**” has the meaning given to it in Clause 6.6;

“**Exit Value**” means, in relation to an Exit Event, the amount that a Warrantholder would have received or would receive in connection with such Exit Event if such Warrantholder had been or was holding the underlying Warrant Shares, *provided* that where a Warrantholder would have received or would receive non-cash consideration as part of such Exit Event, the amount that a Warrantholder would have received or would receive in connection with such Exit Event shall be the fair value of the Warrant Shares as determined by the Company acting in good faith by reference to the valuation attributed to the Company as part of the underlying transaction documentation effecting or that would effect the relevant Exit Event;

“**Fair Value**” means the fair value of the relevant Warrant Shares as determined by the Company acting in good faith applying the Valuation Principles;

“**Fractional Entitlement**” has the meaning given to it in Clause 7.5;

“**General Unsecured Avianca Claims**” has the meaning given to it in the Plan of Reorganization;

“**Group**” means the Company and any New Holding Company and any direct or indirect subsidiary undertaking of the Company or any New Holding Company from time to time and references to “**member of the Group**” shall be construed accordingly;

“**Holding Companies**” means the Company and any New Holding Company and “**Holding Company**” shall mean any one of them;

“**Independent Expert**” means an independent reputable firm of international chartered accountants (other than the Auditors) or an independent reputable international investment bank, in each case chosen by the Board with Nominated Warrantholder Consent or in the absence of such consent, appointed by the President for the time being of the Chartered Institute of Accountants in England and Wales on the application of the Board or the Majority Warrantholders;

“**Initial Exit Period**” means the period commencing on the Issuance Date and ending on the eighteen (18) month anniversary of the Issuance Date;

“**Investment Fund**” means any Person, trust, or fund holding shares for investment purposes;

“**Investor Affiliate**” has the meaning given to it in the Shareholders’ Agreement;

“**IPO**” has the meaning given to it in the Shareholders’ Agreement;

“**Issuance Date**” means the date of this Deed;

“**Listed Share Class**” has the meaning given to it in Clause 7.4;

“**Majority Warrantholders**” means the holder(s) of more than 50% of the outstanding Warrants;

“**New Holding Company**” has the meaning given to it in the Shareholders’ Agreement;

“**Nominated Warrantholder Consent**” means the consent or approval of such of the Warrantholder(s) as the Majority Warrantholders shall appoint from time to time and notify to the Company in writing;

“**Notice of Exercise**” means the notice substantially in the form set out in Part A of the Schedule to the Warrant Certificate;

“**Order**” has the meaning given to it in Clause 7.2(b)(i);

“**Ordinary Shares**” means the ordinary shares in the Company each with par value US\$0.0001;

“**Party**” means a party to this Deed;

“**Person**” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or governmental authority;

“Plan of Reorganization” ~~means the [third] amended joint plan of reorganization filed by Avianca Holdings S.A. and certain of its subsidiaries on [15 September] 2021 (as amended and/or supplemented from time to time in accordance with the terms thereof), as confirmed by the United States Bankruptcy Court for the Southern District of New York on [•] 2021;~~² has the meaning given to it in the Shareholders’ Agreement.

“Proceedings” has the meaning given to it in Clause 23.2;

“Register” means the register of entitlement to the Warrants as maintained by the Company and amended from time to time;

“Relevant Entitlement” has the meaning given to it in the Shareholders’ Agreement;

“Reorganisation Transaction” has the meaning given to it in the Shareholders’ Agreement;

“Representatives” has the meaning given to it in the Shareholders’ Agreement;

“Rights” shall mean any option, warrant, security, right or other instrument convertible into or exchangeable or exercisable for, or otherwise giving the holder thereof the right to acquire, directly or indirectly, any Shares;

“Sale” has the meaning given to it in the Shareholders’ Agreement;

“Securities Act” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as in effect from time to time;

“Shareholders’ Agreement” means the investment agreement entered into on or around the date hereof relating to the Company (as amended and/or supplemented from time to time in accordance with the terms thereof);

“Shareholders’ Agreement Deed of Adherence” has the meaning given to “Deed of Adherence” in the Shareholders’ Agreement;

“Shares” means any shares in the capital of the Company;

“Subscription Price” means US\$37.00 per Warrant Share in respect of which each Warrant is exercised, subject to adjustment in accordance with Clauses 8 (*Dividends and Distributions*) and 9 (*Adjustments*);

“Subscription Rights” means the subscription rights of a Warrantholder to exercise the Warrants and subscribe for Warrant Shares on the terms and subject to the conditions of this Deed, to the extent such rights have not been duly exercised or lapsed in accordance with this Deed;

“Transfer” or **“Transferable”** as applicable means the transfer of any interest by way of sale, merger or any other form of disposition (including the creation of an Encumbrance);

“Unsecured Claimholder Equity Package” has the meaning given to it in the Plan of Reorganization;

“Valuation Principles” means, with respect to each Warrant Share subject to the Fair Value determination:

². ~~Drafting note: Language to be updated, if necessary, to reflect final version of the Plan of Reorganization confirmed by the Bankruptcy Court.~~

- (a) on the basis of an arm's length sale between a willing seller and a willing buyer;
- (b) taking into account the maximum amount reasonably expected to be received in connection with the relevant transaction (including the cash equivalent of any non-cash consideration) for such Warrant Share;
- (c) on the basis that, if the Company is then carrying on business as a going concern, it will continue to do so;
- (d) as a rateable proportion of the total value of all of the Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which it (or the Warrant Shares when taken together) represents;
- (e) taking into account the most recent fundraising valuation of the Company as at the time of valuation, *provided* such fundraising occurred no earlier than twelve months prior to the time of the valuation; and
- (f) on the basis that it will be sold free of all Encumbrances (other than Encumbrances arising from or out of the Articles, the Shareholders' Agreement or applicable laws or regulations);

“**Warrant**” or “**Warrants**” as applicable means each of the warrants of the Company as constituted by this Deed, to subscribe for the Warrant Shares;

“**Warrant Agent**” means Glas Specialist Services Limited or such other Person(s) designated by the Company from time to time to serve as warrant agent in connection the Warrants and communicated to the Warranholders;

“**Warrant Agent Address**” means 55 Ludgate Hill Level 1 West, London EC4M 7JW or such other address(es) of the Warrant Agent designated by the Warrant Agent from time to time and communicated to the Warranholders;

“**Warrant Certificate**” means a certificate in the form, or substantially in the form, set out in Schedule 1 (*Form of Warrant Certificate*);

“**Warranholder**”, “**Holder**” or “**holder**” means the Person or Persons in whose name(s) a Warrant is registered from time to time as evidenced by the Register;

“**Warrant Shares**” means the Ordinary Shares to be issued to the Warranholders upon the exercise of the Warrants (as such number of Ordinary Shares shall be adjusted from time to time in accordance with Clause 9 (*Adjustments*)); and

“**Winding Up**” has the meaning given to it in the Shareholders' Agreement.

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted and any subordinate legislation made under it;
 - (ii) the “**Company**”, the “**Warranholder**”, or any “**Party**” shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

- (iii) “**assets**” includes present and future properties, revenues and rights of every description;
 - (iv) the expressions “**body corporate**”, “**holding company**”, “**parent undertaking**”, “**subsidiary**” and “**subsidiary undertaking**” shall have the meaning given in the Act;
 - (v) words in the singular include the plural and vice versa and a reference to any gender includes all other genders;
 - (vi) references to writing shall include any modes of reproducing words in a legible and non-transitory form;
 - (vii) a reference to this “**Deed**” or to any other instrument, agreement or document shall be construed as a reference to this Deed or such other instrument, agreement or document as the same may from time to time be amended, amended and restated, varied, novated, supplemented or otherwise modified (other than in breach of the provisions of this Deed);
 - (viii) headings and titles are for convenience only and do not affect the interpretation of this Deed;
 - (ix) a reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be treated as a reference to any analogous term in that jurisdiction;
 - (x) a provision of law is a reference to that provision as amended or re-enacted;
 - (xi) a time of day is a reference to London time; and
 - (xii) whenever the words “include,” “includes” or “including” are used in this Deed, they shall be deemed to be followed by the words “without limitation”.
- (b) References to Clauses, paragraphs and Schedules are to clauses, paragraphs of, and schedules to, this Deed. The Schedules form part of this Deed.
- (c) A Warrant is “**outstanding**” unless the Subscription Rights attached to such Warrant have been exercised in full or have lapsed in accordance with the provisions of such Warrant and this Deed.

2. Constitution of Warrant

- 2.1 The Company hereby creates and authorizes for nil up-front consideration, pursuant to a resolution of the Board passed on or around the date hereof, Warrants to subscribe during the Exercise Period for, in aggregate, up to 2,105,263 Warrant Shares, on the terms and subject to the conditions of this Deed. ~~As at the Issuance Date, the Warrants are issuable to those Persons as are set out in Schedule 3 (Warrantholders) and shall be issued in accordance with Clause 2.2.~~
- 2.2 As soon as practicable following any Distribution Date, to the extent required under the Plan of Reorganization, the Company shall issue Warrants to each holder of Allowed General Unsecured Avianca Claims who validly elects or has validly elected to receive the Unsecured Claimholder

Equity Package pursuant to the terms of the Plan of Reorganization, *provided* such Person satisfies the Company as to each of the conditions set forth in Clause 14.1.

- 2.3 Each Warrantholder shall be entitled on the terms and subject to the conditions set out in this Deed to exercise the Warrants held by it at any time during the Exercise Period (in whole or in part at the sole discretion of the Warrantholder) and to subscribe for and be issued the number of Warrant Shares up to the maximum number set out in its Warrant Certificate(s) (as adjusted from time to time in accordance with Clause 9 (*Adjustments*)) either at the Subscription Price (as may be adjusted from time to time in accordance with Clause 8 (*Dividends and Distributions*)) or by way of a Cashless Exercise pursuant to Clause 6.2(a).
- 2.4 The Company undertakes to comply with the terms and conditions of this Deed and specifically, but without limitation, to do all such things and execute all such documents to the extent necessary in order to give effect to the Subscription Rights in accordance with the terms of this Deed.
- 2.5 The Warrants are (i) subject to the provisions of the Articles and, prior to any Exit Event or Exchange Listing, such provisions of the Shareholders' Agreement (including Clause 17.7 (New Issue of Shares)) that expressly apply to the Warrants and/or the Warrantholders, as expressly set forth in the Articles or the Shareholders' Agreement, and (ii) and otherwise on the terms and conditions of this Deed which are binding on the Company and the Warrantholders and all Persons claiming through or under them. On exercise of the Warrants, the Warrant Shares shall automatically be subject to the provisions of the Articles and, prior to any Exit Event or Exchange Listing, the Shareholders' Agreement.
- 2.6 The Board has been authorised to issue the Warrants and the Warrant Shares in accordance with the terms of this Deed in favour of each Warrantholder from time to time (or their respective nominees).
- 2.7 Title to the Warrants will pass by Transfer and registration as described in Clause 4 (*Registration*) and Clause 5 (*Transfers*). Each Warrantholder will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of the Warrants held by such Warrantholder for all purposes regardless of any notice of ownership, trust or any other interest in them, any writing thereon by any Person or any notice of any previous theft or loss thereof, and no Person will be liable for so treating ~~the~~such Warrantholder.

3. Register and Warrant Certificate

The Company shall, within five (5) Business Days of entering the name of a Warrantholder in the Register in respect of a Warrant, issue to such Warrantholder a Warrant Certificate in respect of such Warrant, which shall be substantially in the form set out in Schedule 1 (*Form of Warrant Certificate*) and which shall set out the number of Warrant Shares such Warrantholder shall be entitled to acquire under its Warrant.

4. Registration

The Company will ensure the Register is kept at the registered office of the Company (or such other offices of the Company as the Company determines) in which will be entered the names and addresses of the holder of the Warrants and the particulars of the Warrants held by them and all valid Transfers and exercise of the Warrants. The Register shall be kept in accordance with the provisions of Schedule 2 (*Register and Notices*).

5. Transfers

- 5.1 The Warrants shall be freely Transferable in whole or in part without the prior written consent of the Company, subject to compliance with the terms and conditions of this Deed and applicable securities laws and regulations.
- 5.2 There shall be no Transfer of Warrants, and the Company shall not update the Register, if the transferee (other than the Company) has not first entered into and submitted to the Company a form of Transfer, substantially in the form set out in Part B of the Schedule to the Warrant Certificate, agreeing to be bound by the terms of this Deed. On execution of a form of Transfer by the Warrantholder and the transferee and *provided* the other provisions of this Deed have been complied with in relation to the Transfer of Warrants to it, the transferee shall enjoy all rights and benefits and shall be bound by all obligations under this Deed in all respects as if it were a Party.
- 5.3 The transferor shall be deemed to remain the holder of the Warrant until the name of the transferee is entered in the Register in respect of the Warrant being transferred.
- 5.4 The Board may decline to recognise any instrument of Transfer of the Warrants unless the instrument is (i) properly and adequately stamped and (ii) deposited ~~at the registered office of the Company~~ with the Warrant Agent at the Warrant Agent Address accompanied by the Warrant Certificate to which it relates, together with such other evidence as the Board may reasonably require showing the right of the transferor to make the Transfer. The Board will waive production of any Warrant Certificate upon production to them of such satisfactory evidence of the loss, theft or destruction of the Warrant Certificate as they may reasonably require together with such indemnity as they may reasonably require.
- 5.5 The registration of a Transfer shall be conclusive evidence of the approval by the Company of such a Transfer.
- 5.6 Nothing in this Deed shall prevent the creation or granting of any Encumbrance over or in relation to any or all of the Warrants.
- 5.7 If a Warrantholder dies, the Company may only recognise the survivor or survivors where he or she was a joint holder, and his or her personal representatives where he or she was a sole holder or the only survivor of joint holders, as having any title to his or her Warrants.
- 5.8 Any Person becoming entitled to a Warrant in consequence of the death or bankruptcy of a Warrantholder or otherwise than by Transfer who produces such evidence of entitlement to Warrants as the Board may require may either choose to become the holder of that Warrant or to have it transferred to another Person to whom the deceased would have been entitled to transfer the Warrant in accordance with Clause 5.1.
- 5.9 Any Person who wishes to become the holder of Warrants in accordance with Clause 5.8 must notify the Company in writing of that wish.
- 5.10 Any Person who wishes to have Warrants transferred to another Person in accordance with Clause 5.8, must ensure that such Transfer of Warrants complies with the provisions of Clause 5.2. Any Transfer made or executed under this Clause 5.10 is subject to all the provisions of this Deed relating to Transfers and is to be treated as if it were made or executed by the Person from whom the Person entitled has derived rights in respect of the Warrants, and as if the event which gave rise to the entitlement had not occurred.

6. Exercise of Subscription Rights

6.1 The Subscription Rights may be exercised at any time during the Exercise Period, in whole or in part, after the date on which the first Warrant is issued.

6.2 At any time during the Exercise Period, each Warrantholder may exercise its Subscription Rights by:

(a) delivering a Notice of Exercise to the Company and the Warrant Agent and the relevant Warrant Certificate(s) held by such Warrantholder to the ~~Company at its registered office~~ Warrant Agent at the Warrant Agent Address against the issuance of the relevant Warrant Shares pursuant to Clause 7 (*Issue of Warrant Shares*) and electing in such Notice of Exercise whether:

(i) it wishes to pay the Subscription Price in respect of such exercise of its Subscription Rights; or

(ii) it wishes to exercise its Subscription Rights on a cash-free basis for an adjusted number of Warrant Shares calculated in accordance with Clause 6.4, in which case the Company will issue such number of adjusted Warrant Shares pursuant to Clause 6.4 and the Warrantholder shall not be required to deliver payment to the Company or otherwise pay any consideration to the Company (other than as required by the Company pursuant to Clause 6.10) for the issue of such adjusted number of Warrant Shares (a “**Cashless Exercise**”); and

(b) satisfying any other requirements relating to such subscription as set out in this Deed.

6.3 If a Warrantholder elects to exercise its Subscription Rights pursuant to Clause 6.2(a)(i), such Warrantholder shall within five (5) Business Days of delivery of the relevant Notice of Exercise, deliver a banker’s draft or otherwise transfer funds to the Company in an amount equal to the applicable Subscription Price (or such other method of payment as the Company and that Warrantholder may agree) against issuance of the relevant Warrant Shares pursuant to Clause 7 (*Issue of Warrant Shares*).

6.4 If ~~the~~ Warrantholder serves notice on the Company that it wishes to exercise its Subscription Rights by way of a Cashless Exercise in accordance with Clause 6.2(a)(ii), the number of Warrant Shares to which it shall be entitled to on exercise of its Subscription Rights shall be adjusted using the following formula:

$$A = \frac{B \times (C - D)}{C}$$

where:

A = the adjusted number of Warrant Shares to be issued to ~~the~~ such Warrantholder;

B = the number of Warrant Shares subject to the relevant Notice of Exercise;

C = Fair Value of the Warrant Shares subject to the relevant Notice of Exercise;

D = the aggregate Subscription Price for the Warrant Shares subject to the relevant Notice of Exercise,

in which case, subject to Clause 6.10, the Company will issue such number of adjusted Warrant Shares pursuant to Clause 7 (*Issue of Warrant Shares*) and ~~the~~such Warrantholder shall not be required to deliver payment to the Company or otherwise pay any consideration to the Company for the issue of such adjusted number of Warrant Shares.

- 6.5 The Company undertakes to send to ~~the~~each Warrantholder an Exit Notification not less than fifteen (15) Business Days prior to the expected date of an Exit Event, which in the case of a Sale or an Asset Sale shall mean no less than fifteen (15) Business Days prior to the date on which the closing of the transactions contemplated by the binding transaction documentation entered into in respect of such Sale or Asset Sale is reasonably anticipated to take place.
- 6.6 Following delivery of an Exit Notification, the Company undertakes to, as soon as reasonably practicable following consummation of an underlying Exit Event, pay to each Warrantholder (a) in the event of an Exit Event which is consummated in the Initial Exit Period and at an Exit Value per Warrant Share less than or equal to the Subscription Price, US\$7.60 per Warrant Share; or (b) (i) in the event of an Exit Event which is consummated after the Initial Exit Period or (ii) in the event of an Exit Event which is consummated in the Initial Exit Period and at an Exit Value per Warrant Share greater than the Subscription Price, the Exit Value of the Warrant Shares into which the Warrants held by such Warrantholder are exercisable less the aggregate Subscription Price for such Warrant Shares (each, an “**Exit Payment**”), in each case, in full and final settlement of any and all claims each Warrantholder may have pursuant to the terms and conditions of this Deed, and each Warrantholder shall deliver the relevant Warrant Certificates held by such Warrantholder to the ~~Company at its registered office~~Warrant Agent at the Warrant Agent Address. Following consummation of the underlying Exit Event, but subject to the receipt of the Exit Payment, the Warrants held by each Warrantholder shall be completely and irrevocably extinguished, shall no longer be in force and effect and the corresponding Warrant Certificate(s) shall be cancelled. For the avoidance doubt, if pursuant to this Clause 6.6, the Exit Payment payable to each Warrantholder is a negative amount, no amount shall be payable to such Warrantholder and following consummation of the underlying Exit Event, the Warrants held by each Warrantholder shall be completely and irrevocably extinguished, shall no longer be in force and effect and the corresponding Warrant Certificate(s) shall be cancelled.
- 6.7 Each Warrantholder shall, within five (5) Business Days of receipt of an Exit Notification, provide the Company with bank account details into which its Exit Payment shall be paid into, together with any other information reasonably requested from the Company in such Exit Notification.
- 6.8 Following receipt of an Exit Notification, if the underlying Exit Event ~~does complete~~is not consummated within sixty (60) Business Days of receipt of such Exit Notification, the Board shall revoke the Exit Notification and it shall be deemed to have not been served and the Exercise Period shall remain open.
- 6.9 Any Warrants unexercised on the earlier of:
- (a) the fifth (5) anniversary of the date of this Deed; and
 - (b) the date of completion of an Exit Event;
- shall lapse and be null and void and all rights in favour of the Warrantholder under this Deed shall terminate in all respects.
- 6.10 In the case of a Cashless Exercise, to the extent required by the Company in order to satisfy any applicable legal and/or regulatory requirements, including the prohibition on issuing Shares in the

Company fully paid for an amount less than nominal value, the Company may, as a condition to issue of the relevant Warrant Shares, require that the relevant Warrantholder make a payment to the Company in an amount equal to the aggregate nominal value of the adjusted number of Warrant Shares to be issued to the relevant Warrantholder pursuant to the Cashless Exercise of such Warrantholder's Subscription Rights.

7. Issue of Warrant Shares

7.1 Following, as the case may be:

- (a) payment to the Company by a Warrantholder in accordance with Clause 6.2(a)(i) in an amount equal to the applicable Subscription Price; or
- (b) provision by a Warrantholder of the notice contemplated in Clause 6.2(a)(ii) and, if applicable pursuant to Clause 6.10, payment to the Company by a Warrantholder in accordance with Clause 6.10 in an amount equal to the aggregate nominal value of the relevant adjusted Warrant Shares to be issued on a Cashless Exercise;

subject to Clause 7.2, the Company shall allot and issue the relevant number of Warrant Shares to ~~that~~such Warrantholder (or to such of its permitted transferees in compliance with this Deed) by no later than the date falling fifteen (15) Business Days after the relevant Exercise Date and shall deliver the share certificate in respect of such Warrant Shares to such Warrantholder (or its permitted transferee) and shall enter such Warrantholder (or its permitted transferee) in the Company's register of members.

7.2 It shall be a condition to the allotment and issuance of the Warrant Shares to ~~the~~any Warrantholder that:

- (a) prior to any Exit Event or an Exchange Listing, such Warrantholder enters into a Shareholders' Agreement Deed of Adherence; and
- (b) such Warrantholder warrants that:
 - (i) it is (1) an accredited investor within the meaning of Rule 501(a) under the Securities Act, or (2) not a U.S. Person within the meaning of Rule 902(k) under the Securities Act, and is (a) a Person who has professional experience in matters relating to investments falling within article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Order**"); or (b) a high net worth entity falling within article 49(2)(a) to (d) of the Order and/or is otherwise a Person to whom the Warrant Shares may be lawfully offered and sold under the terms of article 49(1) of the Order;
 - (ii) (1) either alone or together with its Representatives, it has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Warrant Shares and has so evaluated the merits and risks of such investment; (2) it is able to bear the economic risks of such investment in the Warrant Shares; (3) it has conducted its own independent evaluation, made its own analysis and consulted with advisors as it has deemed necessary, prudent or advisable in order to make its own determination and decision to acquire the Warrant Shares; and (4) it has adequate information to evaluate the Warrant Shares and has had the opportunity to discuss such information with its advisors; and

- (iii) it is acquiring the Warrant Shares for its own account (or for accounts over which it exercises investment authority), for investment and not with a view to the public resale or distribution thereof in violation of any securities law.

7.3 The Warrant Shares issued pursuant to Clause 7.1 shall:

- (a) be registered in the Company's register of members;
- (b) be issued free from all Encumbrances (other than Encumbrances arising from or out of the Articles, the Shareholders' Agreement or applicable laws or regulations);
- (c) be duly and validly issued as fully paid ranking *pari passu* with other securities of the same class then outstanding; and
- (d) have the rights and obligations set out in the Articles and, prior to any Exit Event or an Exchange Listing, the Shareholders' Agreement relating to Warrant Shares.

7.4 To the extent that the Warrant Shares are not the class of share to be listed in respect of any IPO ("**Listed Share Class**"), the Notice of Exercise shall be deemed to include an election by ~~the each~~ Warrantholder for the conversion of the Warrant Shares into such shares of the Listed Share Class at the conversion rate then applying to the Warrant Shares (and ~~the Warranholders agrees such~~ Warrantholder agrees to enter into any required documentation and/or take any actions reasonably required by the Company to effect the same).

7.5 No fractions of a Warrant Share shall be issued on the exercise of a Warrant and no refund will be made to the exercising Warrantholder (a "**Fractional Entitlement**") and such part of a Warrant representing the Fractional Entitlement shall be cancelled and lapse; but if more than one (1) Warrant is exercised at the same time by the same Warrantholder then, for the purposes of determining the number of Warrant Shares to be issued and whether any (and if so, what) fraction of a Warrant Share arises, the number of Warrant Shares arising on the exercise of each Warrant (including, for this purpose, fractions) shall first be aggregated.

8. Dividends and Distributions

8.1 In the event of any dividend or other distribution paid by the Company (other than in the form of additional Ordinary Shares) with respect to the Ordinary Shares, the Subscription Price shall be decreased, concurrently with such dividend or other distribution, to a price (to the nearest cent (US\$0.01)) that equals the difference of (i) the Subscription Price in effect immediately prior to such dividend or other distribution, minus (ii) the Dividend Amount of such dividend or other distribution. As used herein, "**Dividend Amount**" means the sum of (x) the cash paid (at any time after the Issuance Date) per Ordinary Share in such dividend or other distribution plus (y) the fair value (as determined by the Company acting in good faith) of any other property, securities, or rights, options or warrants to subscribe for or purchase any of the foregoing paid (at any time after the Issuance Date) per Ordinary Share in such dividend or other distribution. Under no circumstances shall a Warrantholder be entitled to receive any dividend or other distribution in respect of any Warrant (including if the cumulative amount of Dividend Amounts paid (at any time after the Issuance Date) per Ordinary Share is greater than the Subscription Price). Nothing in this Clause 8 shall reduce the Subscription Price below the nominal value of the Warrant Shares.

9. Adjustment

9.1 If the Company proposes any of the following, namely:

- (a) any allotment or issue of Shares by way of capitalisation of profits or reserves or any other distribution (including share premium account and any capital redemption reserve fund); or
- (b) any sub-division or consolidation or reclassification of Equity Securities or the redemption or repurchase of any of the Shares; or
- (c) any action analogous to those in (a) or (b) above;

the Company shall adjust the Subscription Rights and/or the Subscription Price, conditional on any such event occurring, with effect from the date of the relevant event or, if earlier, the record date for the event, so that, after such adjustment the total number of Warrant Shares in respect of which the Subscription Rights will then be, or be capable of being exercised, will carry:

- (i) as nearly as possible (and in any event not less than) the same proportion (expressed as a percentage of the total number of votes exercisable on a poll in respect of all the Equity Securities) of the votes; ~~and~~
- (ii) the same entitlement to participate (expressed as a percentage of the total entitlement conferred by all the Equity Securities) in the profits and assets of the Company, as the total number of Warrant Shares which might have been subscribed pursuant to the Subscription Rights would have had, had there been no such event giving rise to such adjustment; and
- (iii) the aggregate price payable for all Warrant Shares subject to outstanding Subscription Rights shall equal the same aggregate price as would be payable for the number of Warrant Shares subject to outstanding Subscription Rights immediately before the occurrence of the event giving rise to the adjustment.

9.2 Subject to Clause 9.3, if the Company proposes to issue any Ordinary Shares at a price less than US\$37.00 per Ordinary Share (a “**Down-Round Ordinary Share Issuance**”), no such Ordinary Shares will be so issued unless the Eligible Warranholders are offered, on the same terms (as nearly as practicable) and on not less than ten (10) Business Days prior written notice, the right to subscribe for their respective Relevant Entitlements of the Ordinary Shares proposed to be issued in such Down-Round Ordinary Share Issuance; *provided* that the participation of each such Eligible Warranholder in a Down-Round Ordinary Share Issuance shall be conditional upon (a) such Down-Round Ordinary Share Issuance occurring and (b) such Eligible Warranholder making the acknowledgements, confirmations, representations and warranties set forth in Clause 14, applied *mutatis mutandis*.

9.3 If an Eligible Warranholder fails to notify the Company that it wishes to subscribe for its Relevant Entitlement of the Ordinary Shares to be issued in such Down-Round Ordinary Share Issuance within the ten (10) Business Day period set forth in Clause 9.2, such Eligible Warranholder shall be deemed to have declined to subscribe for its Relevant Entitlement of the of the Ordinary Shares to be issued in such Down-Round Ordinary Share Issuance.

- 9.4 The provisions in Clause 9.2 will not apply to any issuance by the Company pursuant to clause 17.3 of the Shareholders' Agreement.
- 9.5 The Company shall send each Warrantholder notice of any adjustments to the Subscription Rights made pursuant to Clause 9.1 as soon as reasonably practicable following the relevant resolution of the Board or shareholders giving effect to or sanctioning the events referred to in Clause 9.1 together with a replacement Warrant Certificate evidencing each Warrantholder's adjusted Subscription Rights.
- 9.6 In calculating any adjustments to the Subscription Rights pursuant to Clause 9.1 fractions greater than one-half ($\frac{1}{2}$) of Warrant Shares shall be rounded to the next higher whole number and fractions of one-half ($\frac{1}{2}$) or less of Warrant Shares shall be rounded to the next lower whole number with no further payment therefor.
- 9.7 If there is any dispute as to the appropriate adjustment to the Subscription Rights pursuant to Clause 9.1, the Company and/or the Majority Warrantholders shall request a certification of the appropriate adjustment from the Independent Expert.
- 9.8 In carrying out the certification:
- (a) the Independent Expert shall act as expert and not as arbitrator;
 - (b) the reasonable and properly incurred costs of the Independent Expert shall be borne by the Company; and
 - (c) the certification of the Independent Expert shall be addressed to both the Company and the Warrantholders and, except in the case of manifest error, be final and binding on the Company and the Warrantholders.

9.9 All references to "Warrant Shares" and "Subscription Price" herein shall be deemed to include any such adjustment or series of adjustments as set forth in this Clause 9.

10. Representations and warranties

- 10.1 The Company warrants on the Issuance Date that:
- (a) it is a private limited company, duly incorporated and validly existing under the laws of England and Wales;
 - (b) the obligations expressed to be assumed by it in this Deed and the Warrants are legal, valid, binding and enforceable obligations on it;
 - (c) the entry into and performance by it of, and the transactions contemplated by, this Deed and the Warrants do not and will not conflict with:
 - (i) any law or regulation applicable to it;
 - (ii) the Shareholders' Agreement or any other agreement amongst the holders of Shares;
 - (iii) its constitutional documents;
 - (iv) any agreement or instrument binding upon it or any of its assets; or

- (v) constitute a default or termination event (however described) under any such agreement or instrument;
- (d) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the Warrants and the transactions contemplated by this Deed and the Warrants; and
- (e) all Authorisations required to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed and the Warrants and the transactions contemplated by this Deed and the Warrants have been obtained or effected and are in full force and effect.

11. Covenants

- 11.1 The Company undertakes from the date of this Deed for so long as any Warrant remains outstanding that it shall comply with each of the provisions of this Clause 11.
- 11.2 The Company undertakes to ensure that at all times there shall be available for issue, free from any Encumbrance or other similar rights or any consent, such number of Warrant Shares as would be required under this Deed to be issued to Warrantholders on exercise of the outstanding Warrants and: (i) to register the relevant Warrantholder as the holder of the relevant amount of such Warrant Shares; and (ii) to ensure that all such Warrant Shares will be duly and validly issued as fully paid ranking *pari passu* with and fully fungible with other securities of the same class then outstanding.
- 11.3 The Company shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation required to enable it to perform its obligations under this Deed and the Warrants.

12. Information Rights

- 12.1 Prior the consummation of an Exchange Listing, the Company shall provide, grant access and deliver (or procure the delivery) on an ongoing basis to each Warrantholder, quarterly and annual financial and operating statements and annual audited financial statements.

13. Replacement of Warrant Certificate

- 13.1 If any Warrant Certificate is mutilated or becomes worn out or defaced, upon its production to the Warrant Agent at the Warrant Agent Address and notice of the same to the Company ~~at its registered office~~, the Company shall against receipt of a notice that such Warrant Certificate has been delivered to the Warrant Agent at the Warrant Address, deliver a replacement Warrant Certificate. Upon receipt of such mutilated, worn out or defaced Warrant Certificate, the Company shall cancel such Warrant Certificate to be replaced and issue the replacement Warrant Certificate without charge in lieu. The Company shall ensure that an entry as to the issue of the new Warrant Certificate shall be made in the Register.
- 13.2 If any Warrant Certificate is lost or destroyed, upon sufficient proof of loss or description to the satisfaction of the Company or, in the absence of such proof, upon the giving of such indemnity as the Company may deem adequate (acting reasonably), the Company shall issue and deliver such replacement Warrant Certificate without charge in lieu. The Company shall ensure that an

entry as to the issue of the new Warrant Certificate and indemnity (if any) shall be made in the Register.

14. Conditions

14.1 As a condition to accepting the Warrants under the terms and conditions of this Deed, each Warrantholder acknowledges and confirms that:

- (a) (i) the Warrants and the Warrant Shares have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act, and (ii) there is no existing public or other market for the Warrants or the Warrant Shares;
- (b) (i) it is an accredited investor within the meaning of Rule 501(a) under the Securities Act, or (ii) it is not a U.S. Person within the meaning of Rule 902(k) under the Securities Act, and, if in the United Kingdom, is (a) a Person who has professional experience in matters relating to investments falling within article 19(1) of the Order; or (b) a high net worth entity or other person falling within article 49(2)(a) to (d) of the Order and/or is otherwise a Person to whom an invitation or inducement to engage in investment activity within the meaning of section 21 of the Financial Services and Markets Act 2000 in connection with the issue or sale of the Warrants or Warrant Shares may be lawfully communicated or caused to be communicated;
- (c) (i) either alone or together with its Representatives, it has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Warrants or the Warrant Shares and has so evaluated the merits and risks of such investment; (ii) it is able to bear the economic risks of such investment in the Warrants or the Warrant Shares; (3) it has conducted its own independent evaluation, made its own analysis and consulted with advisors as it has deemed necessary, prudent or advisable in order to make its own determination and decision to acquire the Warrants or the Warrant Shares; and (4) it has adequate information to evaluate the Warrants or the Warrant Shares and has had the opportunity to discuss such information with its advisors;
- (d) it is acquiring the Warrants and the Warrant Shares to be acquired upon exercise of the Warrants for its own account (or for accounts over which it exercises investment authority), for investment and not with a view to the public resale or distribution thereof in violation of any securities law; and
- (e) it is a “qualified investor” as such term is defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council as adopted by the UK Withdrawal Act.

15. Winding up of the Company

If an order is made or an effective resolution is passed for winding up the Company (except for the purpose of implementing a reconstruction, amalgamation or scheme of arrangement on terms previously sanctioned by a resolution of the shareholders) each Warrantholder will be treated as if, immediately before the date of such order or resolution, it had exercised all the Subscription Rights which remain to be exercised by it and shall be entitled to receive, out of the assets which

would otherwise be available in the liquidation, such sum (if any) as such Warrantholder would have received had it been the holder of the Warrant Shares to which it would have become entitled by virtue of such exercise after deducting from such sum an amount equal to the Subscription Price which would have been payable upon such exercise.

16. Confidential Information

- 16.1 Except as provided in Clause 16.2, the Company and the Warrantholders undertake to each other to keep all provisions of this Deed (including the existence of this Deed and any negotiations or discussions thereto) confidential and not to disclose it to anyone and to ensure that all such confidential information is protected with security measures and a degree of care that would apply to its own confidential information except as required by applicable law or regulation and to the extent the information is in the public domain through no default of the relevant party.
- 16.2 Each Warrantholder may disclose any information that it is otherwise required to keep confidential under this Clause 16:
- (a) to its Representatives (on a need-to-know basis) and its Investor Affiliates; or
 - (b) to any bona fide potential ~~purchasers~~purchaser of the Warrants, *provided* that such Warrantholder procures that any such recipient is made aware of the confidential nature of such information and agrees in writing to treat it accordingly.
- 16.3 Each Warrantholder and the Company may disclose any information that it is otherwise required to keep confidential under this Clause 16:
- (a) to the extent required by applicable law or regulation or by any securities exchange, regulatory or governmental body or authority or taxation authority; or
 - (b) to the extent that such information comes into the public domain other than as a result of a breach by a Party of this Clause 16.

17. Amendments and Waivers

- 17.1 Subject to Clause 17.2, any term of this Deed and the Warrants may be amended only with written Nominated Warrantholder Consent and the written consent of the Company. Any right or benefit of a Party or a Warrantholder under this Deed may be waived only with the written consent of such Party or Warrantholder (as applicable).
- 17.2 Modifications to this Deed which are ~~of a minor nature~~immaterial or made to correct a manifest error may be effected by way of deed poll executed by the Company and expressed to be supplemental to this Deed.

18. Conflict with Articles

- 18.1 In the event of conflict between any provision of this Deed, a provision of the Articles and a provision of the Shareholders' Agreement, the Shareholders' Agreement shall prevail as between the Company and the Warrantholders. In the event of conflict between any provision of this Deed and a provision of the Articles, this Deed shall prevail as between the Company and the Warrantholders.
- 18.2 In the event of the termination of the Shareholders' Agreement in accordance with the terms thereof, the Parties hereby undertake to promptly amend and restate this Deed, to the extent necessary, to ensure that this Deed shall operate on a standalone basis, failing which, references to the "Shareholders' Agreement" in this Deed shall refer to the Shareholders' Agreement in force immediately prior to such termination.

19. Assignment

The Company shall not be entitled to assign or charge any of its rights or obligations under this Deed except with Nominated Warrantholder Consent.

20. Notices

Any notice to be given for the purposes of this Deed or the Warrants shall be given in accordance with the provisions of Schedule 2 (*Register and Notices*) of this Deed.

21. Third Party Rights

Save for a Warrantholder (who shall have such a right), a Person who is not a Party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed except and to the extent (if any) that this Deed expressly provides for such act to apply to any of its terms.

22. Severability

If any provision in or obligation under this Deed shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

23. Governing Law and Jurisdiction

- 23.1 This Deed and the rights and obligations of the Parties, including the validity and enforceability of this Deed, the capacity of the Parties and all non-contractual obligations arising under or in connection with this Deed, shall be governed by and construed in accordance with the laws of England and Wales.
- 23.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Deed, and/or any non-contractual obligations arising in connection with this Deed (“**Proceedings**”).
- 23.3 The Parties irrevocably waive any objection which they might now or hereafter have to the courts of England and Wales being nominated as the forum to hear and determine any Proceedings on the grounds of venue or on the grounds that such Proceedings have been brought in an inappropriate forum.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

Schedule 1 Form of Warrant Certificate

THE WARRANTS AND THE SECURITIES TO BE ISSUED UPON THE EXERCISE OF THE WARRANTS WILL BE ISSUED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SECTION 1145 OF TITLE 11 OF THE UNITED STATES CODE, 11 U.S.C. §§ 101–1532, AS AMENDED (THE “**BANKRUPTCY CODE**”). THE WARRANTS AND THE SECURITIES TO BE ISSUED UPON THE EXERCISE OF WARRANTS MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), PROVIDED THAT THE HOLDER IS NOT DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE ISSUER. IF THE HOLDER IS DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE ISSUER, THEN THE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAW OR (2) SUCH DISPOSITION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE SECURITIES ACT AND OF ANY APPLICABLE STATE SECURITIES LAWS.

IN ADDITION, THE WARRANTS AND THE SECURITIES TO BE ISSUED UPON THE EXERCISE OF THE WARRANTS MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSFER COMPLIES WITH THE PROVISIONS OF THIS WARRANT AGREEMENT AND, WITH RESPECT TO THE SECURITIES TO BE ISSUED UPON THE EXERCISE OF THE WARRANTS, THAT CERTAIN SHAREHOLDERS’ AGREEMENT OF AVIANCA GROUP INTERNATIONAL LIMITED (THE “**COMPANY**”), DATED AS OF [●] (AS THE SAME MAY BE AMENDED, RESTATED OR MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS, THE “**SHAREHOLDERS’ AGREEMENT**”), A COPY OF WHICH IS ON FILE AND MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE COMPANY. NO TRANSFER OF THE WARRANTS OR THE SECURITIES TO BE ISSUED UPON THE EXERCISE OF THE WARRANTS WILL BE MADE ON THE BOOKS OF THE COMPANY UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE APPLICABLE TERMS OF THIS WARRANT AGREEMENT AND, AS APPLICABLE, THE SHAREHOLDERS’ AGREEMENT. THE SECURITIES TO BE ISSUED UPON THE EXERCISE OF THE WARRANTS ARE ALSO SUBJECT TO CERTAIN OTHER RIGHTS AND OBLIGATIONS, AS SET FORTH IN THE SHAREHOLDERS’ AGREEMENT.

[●]
(the “**Company**”)

WARRANT CERTIFICATE

Certificate No.

Introduction: This Warrant Certificate is issued pursuant to the Warrant Instrument dated [●] (the “Instrument”) and entered into by [●] as warrant issuer (the “Company”) in relation to the warrants (the “Warrants”) constituted by the Instrument and which are subject to the Articles. The Warrants are subject to the terms and conditions of, and have the benefit of, the Instrument. Unless the context requires otherwise, words and expressions defined or construed in this Warrant Certificate and which are not defined or construed in this Warrant Certificate shall bear the same meanings ascribed in the Instrument.

Registered holder: This is to certify that [*name of Warrantholder*] of [*address of Warrantholder*] is, at the date hereof, entered in the register maintained by the Company in relation to the Warrant (the “Register”) as the duly registered holder (the “Warrantholder”) of [●] Warrants, each entitling the Warrantholder to subscribe for [●] Warrant Shares.

Determination of entitlement: This Warrant Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Warrantholder (or its permitted assignees and transferees) is entitled to the Warrants, and issuance of the corresponding [●] Warrant Shares, in respect of this Warrant Certificate.

Governing law: This Warrant Certificate is governed by, and shall be construed in accordance with, English law.

Executed as a Deed

by AVIANCA GROUP INTERNATIONAL LIMITED

acting by, a director, in the presence of:

~~by [●]~~

~~acting by [Name of Director]~~

~~a director, in the presence of:~~

}
Director

.....
Witness:

Signature:

Name:

Address:

Occupation:

ISSUED on [●] 20[●]

Notes:

1. This Warrant Certificate must be surrendered ~~at the registered office of the Company~~ to the Warrant Agent at the Warrant Agent Address before any transfer of any of the Warrants comprised in it can be registered or (a) new certificate(s) issued in exchange. No right to subscribe for a fraction of a Warrant Share may be transferred.

2. This Warrant Certificate may be transferred only in accordance with the terms and conditions of the Instrument.
4. The Warrants will be registered and will be transferable by the due submission by the Warrantholder of a Form of Transfer, substantially in the form set out Part B of Schedule hereto, executed by the Warrantholder and the transferee. No transfer of a right to subscribe for a fraction of a Warrant Share may be effected.

SCHEDULE TO THE WARRANT CERTIFICATE

**Part A
NOTICE OF EXERCISE**

To: [●] (the "Company")

Schedule to the Warrant Certificate

Notice of Exercise

We refer to the Warrant Instrument executed by the Company on _____ 2021 (the "Instrument"). Unless the context requires otherwise, words and expressions defined or construed in the Instrument and which are not defined or construed in this Notice of Exercise shall bear the same meanings ascribed in the Instrument.

[We hereby exercise Subscription Rights over _____ of the Warrant Shares represented by this Warrant Certificate and [enclose a bankers draft] [insert other payment details] for US\$ _____ being the aggregate Subscription Price payable in respect thereof.]

OR

[We hereby exercise our right to Cashless Exercise and to receive an adjusted number of Warrant Shares in accordance with Clause 6.4 of the Instrument without any requirement for payment by us on or our behalf, save as may be required by the Company pursuant to Clause 6.10.]

We direct the Company to allot the Warrant Shares to be issued in the following numbers and to the following proposed allottees:

	No of Warrant Shares	Name of Proposed Allottee	Address of Proposed Allottee
1			
2			
3			
4			

We request that the share certificate(s) be sent by post to us at the first address shown above, marked for the attention of [insert details]. We agree that the Warrant Shares are issued to us subject to the Articles and, prior to any Exit Event or an Exchange Listing, to the terms of the Shareholders' Agreement.

We hereby warrant as of the date hereof that:

- (a) (1) we are an accredited investor within the meaning of Rule 501(a) under the Securities Act, or (2) we are not a U.S. Person within the meaning of Rule 902(k) under the Securities Act, and are (a) a Person who has professional experience in matters relating to investments falling within article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order"); or (b) a high net worth entity falling within article 49(2)(a) to (d) of the Order

and/or are otherwise a Person to whom the Warrant Shares may be lawfully offered and sold under the terms of article 49(1) of the Order;

- (b) (1) either alone or together with our Representatives, we have such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Warrant Shares and have so evaluated the merits and risks of such investment; (2) we are able to bear the economic risks of such investment in the Warrant Shares; (3) we have conducted our own independent evaluation, made our own analysis and consulted with advisors as we have deemed necessary, prudent or advisable in order to make our own determination and decision to acquire the Warrant Shares; and (4) we have adequate information to evaluate the Warrant Shares and have had the opportunity to discuss such information with our advisors; and
- (c) we are acquiring the Warrant Shares for our own account (or for accounts over which we exercise investment authority), for investment and not with a view to the public resale or distribution thereof in violation of any securities law.

Signed by

[•]

For and on behalf of
Name of Warrantholder

}

.....
Director/Secretary

Part B
FORM OF TRANSFER

To: [●] (the "Company")

For value received, _____ (the "Transferor"), of _____ hereby transfers Warrants to subscribe for _____ Warrant Shares to _____, of _____ (the "Transferee").

We refer to the Warrant Instrument executed by the Company on _____ 2021 (the "Instrument"). Unless the context requires otherwise, words and expressions defined or construed in the Instrument and which are not defined or construed in this form of Transfer shall bear the same meanings ascribed in the Instrument.

The Transferee hereby agrees with the Company that it will comply with the terms of the Warrants and the Instrument, confirms that it has complied with the provisions of Clause 5 of the Instrument, and requests that it be entered in the Register of holders of the Warrants with the address specified above.

The Transferee hereby warrants as of the date hereof that:

- (a) (1) it is an accredited investor within the meaning of Rule 501(a) under the Securities Act, or (2) it is not a U.S. Person within the meaning of Rule 902(k) under the Securities Act, and, if in the United Kingdom, is (a) a Person who has professional experience in matters relating to investments falling within article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order"); or (b) a high net worth entity or other person falling within article 49(2)(a) to (d) of the Order and/or is otherwise a Person to whom an invitation or inducement to engage in investment activity within the meaning of section 21 of the Financial Services and Markets Act 2000 in connection with the issue or sale of Warrants or Warrant Shares may be lawfully communicated or caused to be communicated;
- (b) (1) either alone or together with its Representatives, it has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Warrants or Warrant Shares and has so evaluated the merits and risks of such investment; (2) it is able to bear the economic risks of such investment in the Warrants or Warrant Shares; (3) it has conducted its own independent evaluation, made its own analysis and consulted with advisors as it has deemed necessary, prudent or advisable in order to make its own determination and decision to acquire the Warrants or Warrant Shares; and (4) it has adequate information to evaluate the Warrants or Warrant Shares and has had the opportunity to discuss such information with its advisors ;and
- (c) it is acquiring the Warrants or Warrant Shares to be acquired upon exercise of the Warrants for its own account (or for accounts over which it exercises investment authority), for investment and not with a view to the public resale or distribution thereof in violation of any securities law.

Dated _____

Executed by the Transferor

By:

Name:

Title:

Executed by the Transferee

By:

Name:

Title:

Schedule 2 Register and Notices

1. Register

- 1.1 The Company shall maintain the Register at its registered office (or such other offices of the Company as the Company determines) and there shall be entered in the Register:
- (a) the names, addresses, email addresses and government issued identification numbers of each Warrantholder;
 - (b) the number of Warrants held by each Warrantholder;
 - (c) the number of Warrant Shares in respect of which each Warrantholder is entitled to exercise Subscription Rights from time to time;
 - (d) the date on which the name of each Warrantholder is entered in the Register in respect of the Warrants registered in that Warrantholder's name;
 - (e) particulars of all cancellations and replacements of the Warrant Certificates and any indemnities received in connection with the same; and
 - (f) the date on which each Warrantholder exercises any Subscription Rights and the number of Warrants in respect of which such Subscription Rights are exercised.
- 1.2 Any change in the name or address of any Warrantholder shall promptly be notified in writing to the Company which shall cause the Register to be altered accordingly.
- 1.3 Each Warrantholder or any Person authorised by such Warrantholder shall be at liberty at all reasonable times during office hours upon three (3) Business Days' notice to inspect those portions of the Register concerning such Warrantholder and to take copies of or extracts of such portions.
- 1.4 The Company shall be entitled to treat each Person whose name is shown in the Register as a Warrantholder as the absolute owner of the relevant Warrant and, accordingly, shall not, except as ordered by a court of competent jurisdiction or as required by law, be bound to recognise any equitable or other claim to, or interest in, such Warrant on the part of any other Person whether or not it shall have express or other notice thereof. No express or other notice of any such equitable or other claim to, or interest in, a Warrant shall, except as ordered by a court of competent jurisdiction or as required by law, be entered on the Register in respect of such Warrant.
- 1.5 Each Warrantholder shall be recognised by the Company as entitled to the Warrants in respect of which it is a Warrantholder free from any equity, set-off or cross-claim on the part of the Company against the original or any intermediate holder of such Warrants.
- 1.6 No fee shall be charged for any registration of a Transfer of a Warrant or for the registration of any other documents which in the opinion of the Board require registration.
- 1.7 The registration of a Transfer shall be conclusive evidence of the approval by the Board of such a Transfer.

2. Notices

- 2.1 Each Warrantholder shall register with the Company an address to which notices and other communications can be sent and, if any Warrantholder shall fail to do so, any notice or

communication may be given to such Warrantholder by sending the same by any of the methods referred to in paragraph ~~2.22.3~~ to the last known place of business or residence or registered office of such Warrantholder or, if none, by exhibiting the same for three (3) Business Days at the registered office of the Company.

2.2 The Company may from time to time (in its sole discretion) change or replace its registered office, the Warrant Agent and/or the Warrant Agent Address; provided, that (a) the address of any such new registered office of the Company and any new Warrant Agent Address shall be within the United Kingdom and (b) the Company or the Warrant Agent shall give the Warranholders not less than five (5) days' prior notice of any such change or replacement of the registered office of the Company, the Warrant Agent and/or the Warrant Agent Address. Until the end of such notice period, delivery of documents to, and service on, either the relevant prior addresses or the newly changed addresses shall remain effective.

2.3 ~~2.2~~ Notices and other communications to the Warrantholder and/or to the Company shall be in writing and shall be delivered by hand, by prepaid first-class post, sent by internationally recognised courier or email.

2.4 ~~2.3~~ A notice or other communication given in accordance with paragraph ~~2.22.3~~ shall be deemed to have been served:

- (a) at the time of delivery (or, where such time is outside the normal business hours of the recipient, on the opening of the next following Business Day), if delivered by hand; or
- (b) at the start of the fourth (4th) Business Day following its posting, if sent by internationally recognised courier;
- (c) at the time of sending, if sent by email, *provided* that receipt shall not be deemed to have occurred if the sender receives an automated message indicating that the message has not been delivered to the recipient; or
- (d) on the second (2nd) Business Day following its posting, if sent by prepaid first-class post.

2.5 ~~2.4~~ Any Person who, whether by operation of law, Transfer or other means whatsoever, becomes entitled to any Warrants shall be bound by every notice properly given to the Person from whom he derives his title to such Warrants.

2.6 ~~2.5~~ When a given number of days' notice is required to be given, the day of service shall be included but the day upon which such notice will expire shall not be included in calculating the number of days.

Schedule 3 Warrantholders

Warrantholder
[•]
[•]
[•]
[•]
[•]

Exhibit E-1 to Notice of Filing of Plan Supplement

Schedule of Assumed Contracts (General Executory Contracts)

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1	118-17 LIBERTY AVE MGMT-81-01 37TH	LATIN LOGISTICS, LLC	LEASE AVX 276	\$0.00	
2	A LUGARES Y DESTINOS MAYO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3	A.P.K S.A DE C.V	TACA INTERNATIONAL AIRLINES S.A.	Tratamiento químico chiller	\$0.00	
4	AA FLORIDA PALLETS INC	TAMPA CARGO S.A.S.	Suministro de Listones de madera para palletizaje MLC	\$0.00	
5	ABISAMBRA PINILLA ABOGADOS S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
6	ABISAMBRA PINILLA ABOGADOS S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services subscribed as of July 1st, 2019 and with an undefined term. (labor law)	\$0.00	
7	ABORDO VIAJES Y TURISMO S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
8	ABRAMS LLEWELLYN II LLC	LATIN LOGISTICS, LLC	LEASE AVX AG 104	\$0.00	
9	ABSA AEROLINHAS BRASILEIRAS S.A.	TAMPA CARGO S.A.S.	Line maintenance Agreement for VCP station. Date of agreement March 6th, 2006	\$0.00	
10	ABSEG SEGURIDAD Y AMBIENTE CIA LTDA	AVIANCA-ECUADOR S.A.	SERVICIO DE CONSULTORIA PARA MATRIZ REQUISITOS AMBIENTALES	\$0.00	
11	ABT2 SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
12	ABT2 SA DE CV	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
13	ABX AIR	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	WET LEASE AGREEMENT	\$0.00	Term of agreement
14	ACACAYA DE R.L.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 311-DC-2017	\$0.00	
15	ACCELYA MIDDLE EAST FZE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PRA - Revenue accounting pasajeros	\$0.00	Waived 100% Pre-petition debt, and reduced price
16	ACCELYA MIDDLE EAST FZE	AVIANCA-ECUADOR S.A.	PRA - Revenue accounting pasajeros	\$0.00	Waived 100% Pre-petition debt, and reduced price
17	ACCELYA MIDDLE EAST FZE	TACA INTERNATIONAL AIRLINES S.A.	PRA/CRA - Revenue accounting pasajeros y carga	\$0.00	Waived 100% Pre-petition debt, and reduced price
18	ACCELYA MIDDLE EAST FZE	TAMPA CARGO S.A.S.	Rapid.	\$22,783.12	Reduced price
19	ACCELYA MIDDLE EAST FZE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SKYCHAIN APPLICATION SERVICE PROVISION AGREEMENT	\$31,103.88	Reduced price
20	ACCELYA UK LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CREDIT CARD PRESENTATION SERVICES AGREEMENT, 08 NOV 2004	\$0.00	
21	ACCELYA UK LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOFTWARE LICENSE - RAPID	\$0.00	Waived 100% Pre-petition debt, and reduced price
22	ACCELYA WORLD SLU	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.	Nuevo BPO Pasajeros	\$0.00	Reduced price
23	ACCELYA WORLD SLU	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	SALES AUDIT	\$0.00	Waived 100% Pre-petition debt, and reduced price
24	ACCELYA WORLD SLU	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	SALES AUDIT	\$0.00	Waived 100% Pre-petition debt, and reduced price
25	ACCENTURE LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Cargo License Database Stand Alone	\$0.00	
26	ACCENTURE PERÚ, S.R.L.; ACCENTURE LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	BPO Marketing Sow para manejo de canales digitales B2C y B2B	\$788,352.00	
27	ACCENTURE PERÚ, S.R.L.; ACCENTURE LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Digital MSA No. 269-DC-2017	\$0.00	
28	ACCENTURE PERÚ, S.R.L.; ACCENTURE LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Google Analytics sow licences (MSA - Word Order)	\$0.00	
29	ACCENTURE SOFTWARE	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	CONTRATO DE SERVICIO DE ACCENTURE SOFTWARE-AS-A- Sin numero de contrato	\$0.00	Payments & costs
30	ACCESRAIL AND PARTNER RAILWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	BITA Montreal	\$0.00	
31	ACCESRAIL AND PARTNER RAILWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Special prorated agreement Montreal	\$0.00	
32	ACCION SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE PERSONAL TEMPORAL	\$0.00	Reduced price 10%, and extend contract term 24 months.
33	ACCIONA AIRPORT AMERICA STA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA- ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A. TAMPA CARGO S.A.S.	GROUND HANDLING (DEICING - SCL)	\$0.00	
34	Acciona Airport Services SAU	AVIANCA HOLDINGS S.A.	Non-disclosure agreement	\$0.00	
35	ACCOR HOTELINVEST UK LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement LONDON	\$0.00	Reduced price 5%, and extended contract term 12 months.

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
36	ACEROS FORJADOS Y CIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE CAPACITACION Y ENTRENAMIENTO CADMIO	\$0.00	
37	ACL AIRSHOP LLC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	LEASE AGREEMENT	\$30,998.90	
38	ACM EXPRESS INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
39	ACTIVIDADES TURISTICAS RECREACIONAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL PEREIRA	\$0.00	
40	ACTIVIDADES TURISTICAS RECREACIONAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement Bogota	\$0.00	
41	ACTIVIDADES TURISTICAS RECREACIONAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement Pereira	\$0.00	
42	ACTIVOS S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	
43	ACTS AVIATION SECURITY INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad aeroportuaria Estado Unidos	\$237,380.86	Extended contract period 36 month
44	ADD ARCHIVO DIGITAL DE DOCUMENTOS SA	AVIANCA COSTA RICA S.A.	Servicio de custodia de medios magnéticos.	\$0.00	
45	ADDSYS TECNOLOGIAS INFORMATICAS LTD	AVIATECA, S.A.	Relojes Biométricos GUA	\$0.00	Reduced price 10%, and extend contract term 24 months.
46	ADEA ADMINISTRADORA DE ARCHIVOS S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Manejo y Custodia de Archivos en Argentina.	\$0.00	
47	ADECCO COLOMBIA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	
48	ADELA REYES	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Limpieza IAD	\$2,537.00	
49	ADMINISTRACION INTEGRAL DEL RIESGO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CERTIFICACIÓN CURSO ALTURAS	\$0.00	Reduced price 10%, and extend contract term 24 months.
50	ADOBE SYSTEMS SOFTWARE IRELAND	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Licencias Adobe.	\$0.00	Reduced price of contract
51	ADRIA AIRWAYS SLOVENSKI LETALSKI PR EVOZNIK DD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
52	Adrian Neuhauser	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
53	Adrian Neuhauser	AVIANCA HOLDINGS S.A.	Professional Services Master Agreement	\$0.00	Certain amendments to benefits and severance Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are made prior to the Deadline Date in a form satisfactory to the Counterparty, then the Counterparty will no longer have the ability to incur a Walkaway Resignation. If the initial grants are not made by the Deadline Date on terms that are satisfactory to the Counterparty, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will receive an increase in his severance amount from an amount equal to 12 months of annual target compensation (assuming that the bonus for the prior year was equal to 100% of base salary and assuming that such termination occurred on the last day of the applicable fiscal year) to an amount equal to 50 months of annual target compensation. If there is a termination without Cause or for Good Reason that occurs after the Deadline Date and not as a result of a Walkaway Resignation, then Counterparty will receive a severance amount equal to annual base salary plus a pro-rated annual bonus based on the greater of the immediately prior year's bonus or target bonus amount.
54	Adrian Neuhauser Berlin	AVIANCA HOLDINGS S.A.	Contrato de Trabajo a Termino Indefinido Con Salario Integral	\$0.00	
55	Adriana Cubaque	TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of July 1st, 2019 and with an undefined term. (labor law)	\$0.00	
56	Adriana Sánchez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
57	ADRIANUS MARTINUS JOHAN VERKERK	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
58	ADT US HOLDINGS INC	LATIN LOGISTICS, LLC	PROVISION OF SERVICES	\$0.00	
59	ADVANCE SECURITY S DE RL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad Aeroportuaria Honduras	\$0.00	Extended Contract 31 Oct 2021
60	AEGEAN AIRLINES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
61	AEGEAN AIRLINES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	ZED	\$0.00	
62	Aegean Airlines SA (Miles&Bonus)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
63	AER LINGUS LIMITED	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
64	AERIS HOLDING COSTA RICA S.A.	AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TAMPA CARGO S.A.S.	Airport Facilities and Lease Agreement SJU	\$0.00	
65	AERO CHARTER DE MEXICO SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	ASISTENCIA EN TIERRA IATA GDL	\$0.00	Payments , costs & service
66	AERO CHARTER DE MEXICO SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	ASISTENCIA EN TIERRA IATA MEX	\$0.00	Payments , costs & service
67	AERO CHARTER DE MEXICO SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	ASISTENCIA EN TIERRA IATA MID	\$0.00	Payments , costs & service

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
68	AERO CHARTER DE MEXICO SA DE CV	TAMPA CARGO S.A.S.	IATA STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE	\$0.00	
69	AERO CLUB DE GUATEMALA	AVIASERVICIOS, S.A.; AVIATECA, S.A.	GROUND FUEL SUPPLY GUA	\$0.00	
70	AERO TRANSPORTE DE CARGA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN CALIFORNIA, OREGON, WASHINGTON & ILLINOIS	\$0.00	
71	AERO TRANSPORTE DE CARGA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN MEXICO	\$0.00	
72	AERO TRANSPORTE DE CARGA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING AGREEMENT - SGHA	\$0.00	
73	AERO TRANSPORTE DE CARGA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	IATA STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE SGHA OPS LAX	\$0.00	
74	AERO TRANSPORTE DE CARGA	TAMPA CARGO S.A.S.	SERVICE AGREEMENT CHARTER	\$0.00	
75	AERO TRANSPORTE DE CARGA	TAMPA CARGO S.A.S.	SERVICE AGREEMENT WETLEASE	\$0.00	
76	AERO TRANSPORTE DE CARGA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
77	AEROALLIANCE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
78	AEROCLASS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
79	AEROCOMIDAS SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
80	AERODESPACHOS DE EL SALVADOR, S.A.	TAMPA CARGO S.A.S.	Ramp Services SAL	\$0.00	
81	AERODESPACHOS S.A.	TAMPA CARGO S.A.S.	Ramp Services GUA	\$0.00	
82	AEROGLOBAL SYSTEM LTD	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN SOUTH KOREA	\$0.00	
83	AEROJET HANDLING GROUP S.A.	TAMPA CARGO S.A.S.	Cargo Ramp Services GUA	\$0.00	
84	AEROLINEAS ARGENTINAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota station. Effective and valid from sept/13th/2010	\$0.00	
85	AEROLINEAS ARGENTINAS	TAMPA CARGO S.A.S.	IATA Standard Ground Handling Agreement (SGHA). Tampa Cargo provide Line maintenance services at Miami station. Effective and valid from Nov/10th/2019	\$0.00	
86	AEROLINEAS ARGENTINAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MIBA BUENOS AIRES	\$0.00	
87	AEROLINEAS ARGENTINAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner BUENOS AIRES	\$0.00	
88	AEROLINEAS ARGENTINAS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
89	AEROLINEAS ARGENTINAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Special prorate agreement BUENOS AIRES	\$0.00	
90	AEROLINEAS ARGENTINAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	ZED Airline Partner BUENOS AIRES	\$0.00	
91	AEROLÍNEAS ARGENTINAS S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA 2013- BOG	\$0.00	
92	AEROMÉXICO CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
93	AEROMUNDO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
94	Aeronautica Gestion, S.L	AVIANCA HOLDINGS S.A.	Non-disclosure agreement	\$0.00	
95	AERONAVE COMPANY PTE LTDA	TAMPA CARGO S.A.S.	NDA	\$0.00	
96	AEROPORTOS BRASIL - VIRACOPOS S.A.	TAMPA CARGO S.A.S.	Seguridad en Aeropuertos	\$0.00	
97	AEROPUERTO DE GUADALAJARA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Contrato de Arrendamiento del Hangar - GAP/SIAP/4971/GDL-419	\$0.00	
98	AEROPUERTO DE LA CIUDAD DE MEXICO	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Contrato Mercantil para la prestación de Servicios Aeroportuarios- 14047	\$0.00	
99	AEROPUERTO INTERCONTINENTAL DE QUERETARO	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Contrato Mercantil para la prestación de Servicios Aeroportuarios- NOV2017-54	\$0.00	
100	AEROPUERTO INTERNACIONAL DE LA CIUDAD DE MEXICO	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Contrato de Arrendamiento de la Plataforma - 440835	\$0.00	
101	AEROPUERTOS ARGENTINA 2000 S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
102	AEROPUERTOS DEL SURESTE	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Contrato Mercantil para la prestación de Servicios Aeroportuarios - ASUR-TNO-4795	\$0.00	
103	AEROPUERTOS DG SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
104	AEROPUERTOS DOMINICANOS SIGLO XXI, S.A., (AERODOM)	AVIANCA COSTA RICA S.A.	SERVICIO DE TELEFONIA FIJA	\$0.00	
105	AEROPUERTOS ECOLOGICOS DE GALAPAGOS	AVIANCA-ECUADOR S.A.	Alimentacion PAX galapagos	\$0.00	
106	AEROPUERTOS ECOLOGICOS DE GALAPAGOS	AVIANCA-ECUADOR S.A.	Lease Agreement GPS	\$0.00	
107	AEROPUERTOS ECOLOGICOS DE GALAPAGOS	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
108	AEROPUERTOS ESPAÑOLES Y NAVEG AEREA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING SERVICES	\$0.00	
109	AEROPUERTOS ESPAÑOLES Y NAVEG AEREA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Utilities MAD	\$0.00	
110	AERORENTAL LTDA	TAMPA CARGO S.A.S.	Alquiler de equipos elevación COL.	\$0.00	
111	AERORENTAL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Alquiler equipos de elevación COL.	\$0.00	
112	AEROREPUBLICA S.A - COMPANIA PANAMEÑA DE AVIACION SA - UNITED AIRLINES, INC.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.S.; TAMPA CARGO S.A.S.	MULTILATERAL COORDINATION AGREEMENT	\$0.00	Amendment filed separately in Plan Supplement
113	AEROREPUBLICA S.A. Y COMPANIA PANAMEÑA DE AVIACIÓN S.A. UNITED AIRLINES, INC	AVIANCA HOLDINGS S.A.	AVH COMMITMENT LETTER GARANTY	\$0.00	Amendment filed separately in Plan Supplement
114	AEROREPÚBLICA S.A. Y COMPAÑIA PANAMEÑA DE AVIACIÓN S.A. UNITED AIRLINES, INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.S.; TAMPA CARGO S.A.S.	JBA	\$0.00	Amendment filed separately in Plan Supplement
115	AEROSAN SAS	TAMPA CARGO S.A.S.	GSE Lease COL.	\$0.00	
116	AEROSMART SAS	TAMPA CARGO S.A.S.	Fumigación Aeronaves Colombia	\$0.00	Reduced price 10%, and extend contract term 24 months.
117	AEROSMART SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Limpieza Alfombras, revitalización de cueros	\$0.00	Reduced price 10%, and extend contract term 24 months.
118	AEROSPACE CARGO LOGISTICS SLU	TAMPA CARGO S.A.S.	Cargo Handling ZAZ	\$0.00	
119	AEROSPACE MAINTENANCE SUPPLIES &	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ENTRENAMIENTO DE SIMULADORES	\$0.00	
120	AEROTECH OPS, LLC	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	MAINTENANCE OF AIRCRAFT AND ENGINES-MANTENIMIENTO DE AERONAVES Y MOTORES(contrato sin numero)	\$0.00	
121	AEROTIQUETES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
122	AEROTRANSPORTES MAS DE CARGA SA DE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Line maintenance Agreement for MEX station. Date of agreement April 30th 2020	\$0.00	
123	AEROVIAJES DEL CASANARE L	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
124	AEROVIAS DE MEXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	CODE SHARE MEXICO D.F.	\$0.00	
125	AEROVIAS DE MEXICO	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE MEXICO D.F.	\$0.00	
126	AEROVIAS DE MEXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota station. Efective and valid from Jul/5th/2010	\$0.00	
127	AEROVIAS DE MEXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
128	AEROVIAS DE MEXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
129	AEROVIAS DE MEXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Special prorate agreement MEXICO D.F.	\$0.00	
130	AEROVIAS DE MEXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	ZED MEXICO D.F.	\$0.00	
131	AEROVIAS DE MÉXICO S.A. DE C.V. AEROMEXICO SUICRSAL COLOMBIA	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2013-BOG	\$0.00	
132	Aerovias de Mexico S.A. de C.V./PLM Premier, S.A.P.I de C.V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
133	AEROVIAS DEL CONTINENTE AMERICANO AVIANCA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) 178-DC-2018	\$0.00	
134	AEROVIAS DEL CONTINENTE AMERICANO AVIANCA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) 180-DC-201	\$0.00	
135	AEROVIAS DEL CONTINENTE AMERICANO AVIANCA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) 275-DC-2017	\$0.00	
136	AEROVIAS DEL CONTINENTE AMERICANO AVIANCA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) 49-DC-2018	\$0.00	
137	AEROVIAS DEL CONTINENTE AMERICANO AVIANCA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) 67-DC-2019	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
138	AEROVÍAS DEL CONTINENTE AMERICANO AVIANCA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) K195	\$0.00	
139	AEROVIP	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
140	AETNA LIFE INSURANCE COMPANY	C.R. INT L ENTERPRISES INC.	Insurance policy 102003774/1001	\$0.00	
141	AETNA LIFE INSURANCE COMPANY	AVIANCA, INC.	Insurance policy 102003774/1002	\$0.00	
142	AETNA LIFE INSURANCE COMPANY	TAMPA CARGO S.A.S.	Insurance policy 102003774-1003	\$0.00	
143	AETNA LIFE INSURANCE COMPANY	AMERICA CENTRAL CORP.	Insurance policy 102003774-1004	\$0.00	
144	AFFINI CONNECTING TECHNOLOGY	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Telefonia Fija	\$0.00	
145	AFIANZADORA G & T SA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 487423	\$0.00	
146	AFIANZADORA SOLIDARIA S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 131309	\$0.00	
147	AFILIAS LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Registro de dominio .avianca	\$0.00	
148	AGENCIA AFIANZADA DE ADUANA J.K.M.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Perú para Comex&Log AV	\$0.00	
149	AGENCIA AFIANZADA DE ADUANA J.K.M.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	STORAGE AND ADMINISTRATION	\$0.00	
150	AGENCIA DE ADUANAS AVIATUR S A NIVEL I	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mandate BOGOTA	\$0.00	
151	AGENCIA DE ADUANAS SIACO S.A. S NIVEL I	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 293-DC-2016	\$0.00	
152	AGENCIA DE ADUANAS SIACO SAS NIVEL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de agenciamiento aduanero	\$0.00	
153	AGENCIA DE ADUANAS SIACO SAS NIVEL	TAMPA CARGO S.A.S.	Servicio de agenciamiento aduanero	\$0.00	
154	AGENCIA DE VIAJES A FONDO VIAJES Y TURISMO S.A.S Y PODRA GIRAR TAMBIÉN COMO A FONDO VIAJES Y TURISMO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
155	AGENCIA DE VIAJES AVIALO L ALIANXA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
156	AGENCIA DE VIAJES AZ SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
157	AGENCIA DE VIAJES COLMUNDO CIA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
158	AGENCIA DE VIAJES COMFAMILIAR RISARALDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
159	AGENCIA DE VIAJES ENTRE FRONTERAS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
160	AGENCIA DE VIAJES GENESIS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
161	AGENCIA DE VIAJES HORIZONTES LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
162	AGENCIA DE VIAJES OPERADORA NORTE Y	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
163	AGENCIA DE VIAJES OPERADORA NORTE Y	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
164	AGENCIA DE VIAJES ROSA DE LOS VIENTOS S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
165	AGENCIA DE VIAJES RUMBOS LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
166	AGENCIA DE VIAJES RUMBOS LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
167	AGENCIA DE VIAJES Y TURISMO OTUR LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
168	AGENCIA DE VIAJES Y TURISMO OTUR LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
169	AGENCIA DE VIAJES Y TURISMO AVIATUR S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
170	AGENCIA DE VIAJES Y TURISMO AVOLAR LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
171	AGENCIA DE VIAJES Y TURISMO CAFAMAZ	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
172	AGENCIA DE VIAJES Y TURISMO CIELOS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
173	AGENCIA DE VIAJES Y TURISMO FALABELLA S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
174	AGENCIA DE VIAJES Y TURISMO GLOBAL BLUE REPRESENTACIONES S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
175	AGENCIA DE VIAJES Y TURISMO GOLD TO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
176	AGENCIA DE VIAJES Y TURISMO J N FLAMINGO LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
177	AGENCIA DE VIAJES Y TURISMO JUMBO L'ALIANXA S.A.S.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
178	AGENCIA DE VIAJES Y TURISMO MIRASOL TRAVEL S.A.S.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
179	AGENCIA DE VIAJES Y TURISMO NAIYU J	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
180	AGENCIA MONTERIA TOURS LT	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
181	AGENCIAS UNIVERSALES SA	AVIANCA COSTA RICA S.A.	Passanger services SCL	\$0.00	
182	AGN AVIATION SERVICES SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (RAMP MEX-CUN)	\$0.00	Waived 100% pre petition debt
183	AGRIGEN S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Sensores y software para control de temperaturas	\$0.00	
184	AGRIGEN S A S	TAMPA CARGO S.A.S.	Sensores y software para control de temperaturas	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
185	AGS AVIATION GROUND SERVICES N V	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	RAMP SERVICE AUA	\$0.00	
186	AGUA CRISTAL ACRISTAL CA	AVIANCA-ECUADOR S.A.	SUMINISTRO DE BOTELLAS DE AGUA	\$0.00	
187	Air Algerie	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
188	Air Baltic	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
189	AIR BALTIC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Special prorate agreement	\$0.00	
190	Air Botswana	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
191	AIR BRIDGE CARGO AIRLINES LLC.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
192	Air Caledonie	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
193	AIR CANADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE QUEBEC	\$0.00	
194	AIR CANADA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE QUEBEC	\$0.00	
195	AIR CANADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota an Cartagena stations. Effective and valid from Nov/1st/2017	\$0.00	
196	AIR CANADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MIBA QUEBEC	\$0.00	
197	AIR CANADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner QUEBEC	\$0.00	
198	AIR CANADA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
199	AIR CANADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Special prorate agreement QUEBEC	\$0.00	
200	AIR CANADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner QUEBEC	\$0.00	
201	AIR CANADA SUCURSAL COLOMBIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$2,461.76	
202	AIR CARGO PACK SAS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$10,382.73	
203	AIR CHINA CARGO CO. LTD	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
204	Air China Limited	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
205	AIR CHINA LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE BEIJING	\$0.00	
206	AIR CHINA LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner BEIJING	\$0.00	
207	AIR CHINA LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Special prorate agreement BEIJING	\$0.00	
208	Air Dolomiti	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
209	AIR EUROPA LINEAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for BCN y MAD station. Date of agreement May 5th, 2020	\$0.00	
210	AIR EUROPA LINEAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota station. Effective and valid from Jun/1st/2016	\$0.00	
211	AIR EUROPA LINEAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
212	AIR EUROPA LINEAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
213	AIR EUROPA LINEAS AEREAS SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
214	AIR EUROPA LINEAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	
215	AIR FRANCE INDUSTRIE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$7 958.28	
216	AIR GENERAL INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling IAH	\$0.00	Waive od PPD, no increase of rates for 1 year
217	Air India	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
218	AIR INDIA LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE MUMBAI	\$0.00	
219	AIR INDIA LTD	TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE MUMBAI	\$0.00	
220	AIR INDIA LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner MUMBAI	\$0.00	
221	AIR INDIA LTD	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
222	AIR INDIA LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement MUMBAI	\$0.00	
223	AIR LOGISTICS LIMITED	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN PEOPLE S REPUBLIC OF CHINA, MACAU, VIETNAM, THAILAND, PAKISTAN, AUSTRALIA, & NEW ZEALAND	\$0.00	
224	AIR LOGISTICS LIMITED	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	GENERAL CARGO SALES AGENCY AGREEMENT	\$0.00	
225	Air Moldova	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
226	Air Malta	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
227	AIR MALTA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
228	Air Mauritius	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
229	AIR MAURITIUS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
230	Air Namibia	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
231	Air New Zealand	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
232	Air New Zealand Limited	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
233	AIR NEW ZEALAND LIMITED	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
234	AIR NEW ZEALAND LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Auckland	\$0.00	
235	Air Niugini	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
236	Air Nostrum	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
237	AIR SERBIA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
238	Air Seychelles	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
239	AIR TAHITI	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
240	Air Wisconsin	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
241	AIRBUS AMERICAS CUSTOMER SERVICES I	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	FLYSMART SERVICE	\$125,864.59	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
242	AIRBUS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Aircraft Health Monitoring (Airman Web - Airbus) / REF AIRMAN-web agreement / Signature date MAR/14	\$161,164.00	
243	AIRBUS SAS	AVIANCA, INC.	Densification Project v2019 - A320/ Ref UP-2019-AV21855-CO3 / Signature Date 30/OCT/19	\$0.00	New scope according to 2021's project (price change due to the new scope)
244	AIRBUS SAS	AVIANCA, INC.	Densification Project v2019 - A321 / Ref. UP-2019-AV21856-CO3 / Signature Date 30/OCT/19	\$0.00	New scope according to 2021's project (price change due to the new scope)
245	AIRBUS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA, INC.	Frame agreement referenced CT 1805062 Date august 3, 2018 as amended by Amendment No 1 CT 2100233 to upgrade services frame agreement Ref CT 1805062 date February 2021	\$0.00	New scope according to 2021's Densification project
246	AIRCENTER SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento compresor CEO	\$0.00	
247	AIRCRAFT SERVICE INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTOPLANE SERVICE MCO	\$3,217.57	
248	AIRCRAFT SERVICE INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE MCO	\$0.00	
249	AIRCRAFT SERVICE INTERNATIONAL INC	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE SFO	\$0.00	
250	AIRCRAFT SERVICE INTERNATIONAL INC	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SUPPLY IAD	\$0.00	
251	AIRCRAFT SERVICE INTERNATIONAL INC	TACA INTERNATIONAL AIRLINES S.A.	M&O SERVICES SFO	\$0.00	
252	AIRLINE MARKETING AUSTRALIA PTY LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$0.00	
253	AIRLINE SERVICES AND LOGISTICS LIMI	TAMPA CARGO S.A.S.	Cargo Handling SCL	\$0.00	
254	AIRLINE SERVICES INTERNATIONAL INC	AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN CANADA	\$0.00	
255	AIRLINE SERVICES INTERNATIONAL INC	TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN INDIA	\$0.00	
256	AIRLINE SUPPORT SERVICES OF EL SALVADOR S.A. DE C.V.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Wheelchair services SAL	\$0.00	
257	AIRLINE TARIFF PUBLISHING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Publicación de tarifas	\$0.00	
258	AIRLINE TRAINING & LEASING CORP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE CONTRATACION PILOTOS CONTINGENCIA	\$0.00	
259	AIRLINES CLEARING HOUSE, INC.	AVIANCA COSTA RICA S.A.	Agreement Relating to the Settlement of Interline Accounts through Airlines Clearing House, Inc., as amended to date	\$0.00	
260	AIRLINES CLEARING HOUSE, INC.	AVIANCA COSTA RICA S.A.	Operating Agreement Relating to Operation of ACH, as amended to date, including as in Amendment to Amending Agreement Among Certain Air Carriers Relating to Operation of Airlines Clearing House, Inc.	\$0.00	
261	AIRLINES CLEARING HOUSE, INC.	AVIANCA COSTA RICA S.A.	Agreement Establishing Associate Membership in the Airlines Clearing House, Inc. for the Settlement of Interline Accounts, as amended to date	\$0.00	
262	AIRLINES CLEARING HOUSE, INC.	TACA INTERNATIONAL AIRLINES S.A.	Agreement Establishing Associate Membership in the Airlines Clearing House, Inc. for the Settlement of Interline Accounts, as amended to date	\$0.00	
263	AIRLINES CLEARING HOUSE, INC.	TACA INTERNATIONAL AIRLINES S.A.	ACH Settlement Agreement - Associate Member/Airline-Related Participant Confirmation	\$0.00	
264	AIRLINES CLEARING HOUSE, INC.	TAMPA CARGO S.A.S.	ACH Settlement Agreement - Associate Member/Airline-Related Participant Confirmation	\$0.00	
265	AIRLINES CLEARING HOUSE, INC.	TAMPA CARGO S.A.S.	Agreement Establishing Associate Membership in the Airlines Clearing House, Inc. for the Settlement of Interline Accounts, as amended to date	\$0.00	
266	AIRLINES REPORTING CORPORATION ARC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
267	AIRNGURU SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Servicio de Inteligencia de precios	\$0.00	
268	AIRPLANE SOLUTIONS SL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Integración de tarifas con metabuscadores	\$0.00	
269	AIRPORT CHANNEL CORPORATION S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Food for pax compensation	\$0.00	
270	AIRPORT TERMINAL MANAGEMENT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Wheelchairs Services LAX	\$339,160.00	Payment terms
271	AIRWAY CLEANERS LLC	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Limpieza EWR	\$8,173.63	
272	ALARMAS DE GUATEMALA SOCIEDAD ANONIMA	TACA INTERNATIONAL AIRLINES S.A.	Transporte de valores Guatemala	\$996.62	Reduced price 5% and extended contrrats 12 months
273	ALASKA AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
274	ALASKA AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
275	ALBERTO BONILLA LEYVA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
276	ALBERTO CADAVID R & CIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUPLIER K199	\$0.00	
277	Alberto Jubiz & Abogados Asociados S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
278	ALCAGUETE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Snacks	\$0.00	
279	ALCANCES MEDICOS SOCIEDAD ANONIMA	AVIATECA, S.A.	Recoleccion de residuos GUA -	\$0.00	
280	ALDA MARINA VARGAS RENGIFO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO ALIMENTACION PARA TRIPULACIONAL Y COMPENSACION PAX	\$0.00	
281	Aldana Argüelles & Pacheco Salinas	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Servicios Legales	\$0.00	
282	ALEMAN CORDERO GALINDO Y LEE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
283	ALERCE COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOFTWARE LICENCE K163	\$0.00	
284	ALERCE INFORMATICA APLICADA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOFTWARE LICENCE K22	\$0.00	
285	ALESTUR LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
286	ALEX FERNANDO MANCILLA DEL AGUILA	TACA INTERNATIONAL AIRLINES S.A.	Recoleccion residuos ordinarios GUA	\$0.00	
287	ALFARO, FERRER & RAMIREZ - PTY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA HOLDINGS S.A.	Legal Services to Avianca Holdings and Avianca S.A.	\$3,867.61	
288	ALFREDO BENNO KAPLAN KATZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
289	ALIANZA COMPANIA DE SEGUROS Y REASE	AVIANCA-ECUADOR S.A.	Insurance policy 53076679	\$0.00	
290	ALIANZA FIDUCIARIA SA FIDEICOMISOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Accommodation Agreement BARRANQUILLA	\$457.82	
291	ALIANZA FIDUCIARIA SA FIDEICOMISOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Accommodation Agreement BOGOTA	\$4,000.00	
292	ALIANZA FIDUCIARIA SA FIDEICOMISOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Accommodation Agreement BOGOTÁ	\$112.00	
293	ALIMENTOS DG SAS	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION PAX	\$0.00	
294	ALIMENTOS DG SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
295	ALIMENTOS DG SAS	AVIANCA COSTA RICA S.A.	SERVICIO DE COMPENSACION PAX	\$0.00	
296	ALIMENTOS DG SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE COMPENSACION PAX	\$0.00	
297	ALITALIA COMPAGNIA AEREA ITALIANA S PA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
298	ALITALIA COMPAGNIA AEREA ITALIANA S PA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
299	ALITALIA COMPAGNIA AEREA ITALIANA S PA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
300	ALITALIA COMPAGNIA AEREA ITALIANA S PA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
301	ALL CARGO COLD OR DRY INC	TAMPA CARGO S.A.S.	Transporte terrestre de carga requerida para QT dentro de MIA - US	\$0.00	Reduced price 5%, and extended contract term 12 months.
302	All India Travel Services	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$0.00	
303	All Nippon Airways (ANA mileage Club)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
304	ALL PLAST S A S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento de casetas de trabajo posiciones remotas	\$0.00	Reduced price 10%, and extend contract term 24 months.
305	ALL REPS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
306	ALLEGIAN AIR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
307	ALLIANCE AVIATION INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Servicio de simuladores	\$0.00	
308	ALLIANCE GROUND INTERNATIONAL LLC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AGREEMENT SGHA	\$55,357.11	
309	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22526207	\$0.00	
310	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22537537	\$0.00	
311	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22537623	\$0.00	
312	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22537623	\$0.00	
313	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22537962	\$0.00	
314	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22538096	\$0.00	
315	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22538200	\$0.00	
316	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22538455	\$0.00	
317	ALLIANZ SEGUROS DE VIDA SA	TAMPA CARGO S.A.S.	Insurance policy 22538463	\$0.00	
318	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22538509	\$0.00	
319	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22552167	\$0.00	
320	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22552167	\$0.00	
321	ALLIANZ SEGUROS DE VIDA SA	TAMPA CARGO S.A.S.	Insurance policy 22552383	\$0.00	
322	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22669949	\$0.00	
323	ALLIANZ SEGUROS DE VIDA SA	TAMPA CARGO S.A.S.	Insurance policy 22770724	\$0.00	
324	ALLIANZ SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22594737	\$0.00	
325	ALLIED AIR CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
326	ALLIED AVIATION SERVICES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE DFW	\$0.00	
327	ALLIED AVIATION SERVICES	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE IAD	\$0.00	
328	ALLIED AVIATION SERVICES	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE IAD	\$20,165.00	
329	ALLRESTO FLUGHAFEN MUNCHEN HOTEL &	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PAX FEEDING COMPENSATION SERVICE	\$0.00	
330	ALMACENES EXITO S A	LATIN AIRWAYS CORP.	Shareholders Agreement	\$0.00	
331	ALMACENES JUAN ELJURI CIA. LTDA.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 111 de-2019	\$3,059.66	
332	ALMUNDO.COM SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
333	ALOFT LAX	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE AGREEMENT	\$16,828.75	Rate increase \$115.00 rate plus tax per room to \$119.00
334	ALOHA AIR CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
335	Alonso Haro	AVIANCA HOLDINGS S.A.	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
336	ALPHA BROKERS CORPORATION	TAMPA CARGO S.A.S.	Agenciamiento de aduanas de carga aeronautica y no aeronautica necesarios en USA para Comex&Log AV	\$0.00	
337	ALSTATE MAINTENANCE LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Interline Baggage JFK	\$37,250.34	
338	ALTA DIRECCION, S.A DE C.V.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE COACHING	\$0.00	
339	ALVAREZ LIEVANO LASERNA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services no. 150-DC-2019, subscribed as of november 1st. 2019 until october 31st, 2021. (labor law)	\$0.00	
340	ALVARO DE JESUS LLAMAS CAMARGO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of july 1st. 2019 with an undefined term. (labor law)	\$0.00	
341	ALVARO VELEZ Y COMPANIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
342	AMADEUS IT GROUP SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	GDS	\$0.00	Reduced price
343	AMADEUS IT GROUP SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IT Services Agreement dated November 01, 2010, solely as to obligations that survived terminated agreement dated 08 October 2021	\$0.00	
344	AMATE TRAVEL SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
345	AMAZONAS TURISMO ECOLOGICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
346	AMBAR SERVICIOS AUXILIARES DE TRANSP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
347	AMCECUADOR CIA LTDA	AVIANCA-ECUADOR S.A.	Suministro de Plástico paletizaje	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
348	AMERICA CENTRAL (CANADÁ) CORP.; AMERICA CENTRAL CORP.; AVIANCA COSTA RICA S.A.; AVIANCA ECUADOR S.A.; AVIANCA GUATEMALA S.A.; AVIANCA INC.; AVIANCA PERÚ S.A.; AVIASERVICIOS, S.A.; GRUPO TACA CHILE S.A.; GRUPO TACA DE PANAMA S.A.; ISLEÑA DE INVERSIONES S.A. DE C.V.; LATIN LOGISTICS; NICARAGUENSE DE AVIACION, S.A.; REGIONAL EXPRESS AMERICAS S.A.S.; SERVICIO TERRESTRE, AEREO Y RANPA S.A. COSTA RICA; TACA COSTA RICA S.A.; TACA DE HONDURAS, S.A.; TACA DE MEXICO, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.; TECHNICAL TRAINING SERVICE, S.A. DE C.V.; VU MARSAT S.A. - COSTA RICA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	Ampliacion
349	AMERICAN AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
350	American Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
351	AMERICAN AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
352	AMERICAN AIRLINES GROUP INC.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
353	AMERICAN AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA) Amendment. Avianca provide Line maintenance services at Pereira and Cartagena station. Effective and valid from Dec/3rd/2018	\$0.00	
354	AMERICAN AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Barranquilla, Cali, Medellin stations. Effective and valid from jun/4th/2015	\$0.00	
355	AMERICAN EXPRESS ARGENTINA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AIRLINE CARD SERVICE AGREEMENT, 08 OCT 2013	\$0.00	
356	AMERICAN EXPRESS TVL RELATED SVCS C	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AMERICA CENTRAL CORP.; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	AIRLINE CARD SERVICE AGREEMENT, 08 OCT 2013	\$0.00	
357	AMERICAN SOUTHERN-PREFERRED AVIATION UNDERWRITERS	TAMPA CARGO S.A.S.	Insurance policy BA 900970	\$0.00	
358	AMERICAN SOUTHERN-PREFERRED AVIATION UNDERWRITERS	AVIANCA, INC.	Insurance policy BA 900971	\$0.00	
359	AMERJET INTERNATIONAL, INC.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
360	AMS SERVICIOS AERONAUTICOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for EZE station. Date of agreement May 15th, 2011	\$0.00	
361	AMS SERVICIOS AERONAUTICOS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Line maintenance Agreement for EZE station. Date of agreement May 15th, 2011	\$0.00	
362	AMS SERVICIOS AERONAUTICOS	TAMPA CARGO S.A.S.	Line maintenance Agreement for EZE station. Date of agreement May 15th, 2011	\$0.00	
363	Ana Maria Copete	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
364	ANAC AGENCIA NACIONAL DE AVIACION CIVIL SUPERINTENDENCIA DE SEGURANCA	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
365	ANDES TOURS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
366	ANDIASISTENCIA COMPANIA DE ASISTENC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	Reduced price 5%, and extended contract term 12 months.
367	ANDINA TOUR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
368	ANDINO EXPRESS SL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement	\$0.00	
369	ANIF - Asociacion Nacional de Instituciones Financieras	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Sponsorship contract	\$0.00	
370	Anko van der Werff	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
371	ANTONIO DOUGLAS LARDIZABAL GUILBERT	TACA DE HONDURAS, S.A. DE C.V.	Radios	\$0.00	
372	ANUVU OPERATIONS LLC AND GLOBAL EAGLE ENTERTAINMENT SPAIN, S.L.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	IFE- SERVICE AGREEMENT NO. 11305134	\$405,002.00	Waived 75% pre petition debt, payment terms, updated rates and extended contract for 12 months

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
373	AON RISK SERVICES COLOMBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.); SERVICIO TERRESTRE, AEREO Y RAMPA S.A.; TACA DE HONDURAS, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 334-DC-2017	\$0.00	
374	AON RISK SERVICES INC OF FLORIDA	TAMPA CARGO S.A.S.	Insurance policy 19C001CPM	\$0.00	
375	AON RISK SERVICES INC OF FLORIDA	TAMPA CARGO S.A.S.	Insurance policy 19C001CZQ	\$0.00	
376	AON RISK SERVICES INC OF FLORIDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 19C001D4R	\$0.00	
377	AON RISK SERVICES INC OF FLORIDA	TAMPA CARGO S.A.S.	Insurance policy 19C001GJP	\$0.00	
378	AON RISK SERVICES INC OF FLORIDA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 19C001K81	\$0.00	
379	AON RISK SERVICES INC OF FLORIDA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 19C001K84	\$0.00	
380	AON RISK SERVICES INC OF FLORIDA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 19C001K86	\$0.00	
381	AON RISK SERVICES INC OF FLORIDA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 19C001K89	\$0.00	
382	AON RISK SERVICES INC OF FLORIDA	TAMPA CARGO S.A.S.	Insurance policy 19C001K8D	\$0.00	
383	AON RISK SERVICES INC OF FLORIDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 19C001LM1	\$0.00	
384	AON RISK SERVICES INC OF FLORIDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 19C001NIQ	\$0.00	
385	AON RISK SERVICES INC OF FLORIDA	AVIANCA COSTA RICA S.A.	Insurance policy 20C0000IF	\$0.00	
386	AON RISK SERVICES INC OF FLORIDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 20C00014Y	\$0.00	
387	AON RISK SERVICES INC OF FLORIDA	AVIANCA COSTA RICA S.A.	Insurance policy 20C000155	\$0.00	
388	AON RISK SERVICES INC OF FLORIDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 20C00077H	\$0.00	
389	AON RISK SERVICES INC OF FLORIDA	AVIANCA-ECUADOR, S.A.	Insurance policy 20C00077K	\$0.00	
390	AON RISK SERVICES INC OF FLORIDA	AVIANCA COSTA RICA S.A.	Insurance policy 20C00077L	\$0.00	
391	AON RISK SERVICES INC OF FLORIDA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 7721656	\$0.00	
392	AON RISK SERVICES INC OF FLORIDA	AVIANCA-ECUADOR, S.A.	Insurance policy 7721664	\$0.00	
393	APG Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
394	APG AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
395	APICE INGENIERIA Y SOLUCIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Grabación llamadas del SOC	\$0.00	
396	APICOM SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TAMPA CARGO S.A.S.	Puntos de Red	\$0.00	
397	AQP EXPRESS CARGO SAC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
398	AR HOTELES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement BOGOTA	\$0.00	
399	ARANA BRANDO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
400	ARANA BRANDO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
401	ARAUJO IBARRA CONSULTORES INTERNACI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of April 24st, 2017 with an undefined term.	\$0.00	
402	ARCA CONTINENTAL SAB DE CV	AVIANCA-ECUADOR S.A.	Suministro de bebidas gaseosas y agua	\$0.00	
403	ARCH INSURANCE COMPANY	AVIANCA, INC.	PROVISION OF SERVICES 7100000550	\$0.00	
404	ARCH INSURANCE COMPANY	AMERICA CENTRAL CORP.	PROVISION OF SERVICES 7100000789	\$0.00	
405	ARCOS DORADOS COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
406	ARCOS DORADOS COLOMBIA SAS	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
407	ARCOS DORADOS COLOMBIA SAS	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
408	ARCOS DORADOS COLOMBIA SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
409	ARCOS DORADOS COLOMBIA SAS (MCDONALDS)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	On board services (Food and beverages)	\$655.58	
410	AREAS COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE ALIMENTACION COMPENSACION PAX	\$0.00	
411	AREAS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE DESAYUNO PASAJEROS	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
412	AREAS SA CHILE LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE DESAYUNO PASAJEROS	\$0.00	
413	ARES SECURITY LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Pnebas de seguridad Colombia	\$4,316.60	Reduced price 10%, and extend contract term 24 months.
414	ARG LLC	TAMPA CARGO S.A.S.	NDA	\$0.00	
415	ARINC INCORPORATED	AERO TRANSPORTE DE CARGA UNIÓN S.A. DE C.V.	COMMUNICATION FOR AIRCRAFT-COMUNICACIÓN TIERRA AIRE PARA LAS AERONAVES	\$217.64	
416	ARINC INCORPORATED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Mensajería tipo B	\$0.00	Reduced price
417	ARINC INCORPORATED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Mensajería tipo B	\$0.00	Reduced price
418	ARINC INCORPORATED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Mensajería tipo B	\$0.00	Reduced price
419	ARINC INCORPORATED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Mensajería tipo B	\$2,667.74	Reduced price
420	ARINC INCORPORATED	AVIANCA COSTA RICA S.A.	Servicio de Mensajería tipo B	\$52,220.39	Reduced price
421	ARINC INCORPORATED	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Mensajería tipo B	\$0.00	Reduced price
422	ARINC INCORPORATED	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Mensajería tipo B	\$0.00	Reduced price
423	ARINC SISTEMAS AEROPORTUARIOS DE CO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de cute	\$175,274.95	
424	ARINC SISTEMAS AEROPORTUARIOS DE CO	AVIANCA COSTA RICA S.A.	Servicio de cute	\$0.00	
425	Arkia	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
426	AROLITORAL S.A. DE C.V. DBA AEROMEXICO CONNECT.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA ANEXO B - LUGARES, SERVICIOS CONTRATADOS Y TARIFAS DE ENERO DE 2004-RNG	\$0.00	
427	ARUBA BANK N.V	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MERCHANT AGREEMENT, 15 FEB 2013	\$0.00	
428	ASCENSORES SCHINDLER DEL COLOMBIA S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento Ascensor Sala VIP CLO	\$0.00	Reduced price 10%, and extend contract term 24 months.
429	ASEGURADORA PARAGUAYA S.A.E.C.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 1514002802	\$0.00	
430	ASEGURADORA PARAGUAYA S.A.E.C.A.	TAMPA CARGO S.A.S.	Insurance policy 1514002873	\$0.00	
431	ASEGURADORA SUIZA SALVADOREÑA, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 1125594	\$0.00	
432	ASESORIA Y PROYECTOS EN SALUD SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Análisis de puestos de trabajos	\$0.00	
433	ASESORIAS E INVERSIONES GLOBAL CONT	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
434	ASESORIAS EN COMERCIO EXTERIOR Y ADUANAS HECTOR BRAVO ARANCIBIA E.I.R.L	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Chile para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
435	ASIANA AIRLINES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE SEOUL	\$0.00	
436	ASIANA AIRLINES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
437	ASIANA AIRLINES INC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
438	ASIANA AIRLINES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
439	ASIANA AIRLINES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
440	Asiana Airlines Inc (Asiana Club)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A. TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
441	ASIRU SOCIEDAD ANONIMA DE CAPITAL V	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Baggage handling CUN	\$0.00	Reduced price 10%, and extend contract term 24 months.
442	ASOCIACION BANCARIA Y DE ENTIDADES FINANCIERAS DE COLOMBIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO No. 10705149 DE AFILIACION A LA CENTRAL DE INFORMACION FINANCIERA, 24 JUL 2003	\$0.00	
443	ASOCIACION COLOMBIANA DE AVIADORES CIVILES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO 001-2020 Fecha de firma 27 de octubre de 2020	\$0.00	
444	ASOCIACION COLOMBIANA DE AVIADORES CIVILES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONVENCIÓN COLECTIVA DE TRABAJO ACDAC 2009-2013 Fecha de firma 08 de abril de 2009	\$0.00	
445	ASOCIACION COLOMBIANA DE AVIADORES CIVILES	TAMPA CARGO S.A.S.	CONVENCIÓN COLECTIVA DE TRABAJO ACDAC- TAMPA 2017-2019 Fecha de firma 28 de julio de 2017	\$0.00	
446	ASOCIACION COLOMBIANA DE AVIADORES CIVILES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LAUDO ARBITRAL AVIANCA ACDAC fecha 11 de diciembre de 2017	\$0.00	
447	ASOCIACION COLOMBIANA DE AVIADORES CIVILES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO, Fecha de firma 25 de noviembre de 2021	\$2,500,000.00	Immediate cure payment of \$2,500,000 and agreement to pay additional future amounts are in satisfaction of claims 1701 and 1715; ACDAC has agreed to withdraw claims 1708 and 1712.
448	ASOCIACION COLOMBIANA DE EDITORES D	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Autor's royalties	\$0.00	
449	ASOCIACION COLOMBIANA DE INTERPRETE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Autor's royalties	\$0.00	
450	ASOCIACION COLOMBIANA DE MECANICOS DE AVIACION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONVENCIÓN COLECTIVA ACMA 1994 - 1996 fecha de firma 1 de diciembre de 1994	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
451	ASOCIACION COSTARRICENSE DE LA INDU	AVIANCA COSTA RICA S.A.	Author's royalties	\$0.00	
452	ASOCIACION COSTARRICENSE DE LA INDU	AVIANCA COSTA RICA S.A.	MUSIC COPYRIGHT	\$0.00	
453	ASOCIACION DE ANUNCIANTES DE COLOMBIA - ANDACOL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suscripcion anual ANDA	\$0.00	
454	ASOCIACION DE COMPOSITORES Y AUTORE	AVIANCA COSTA RICA S.A.	MUSIC COPYRIGHT	\$0.00	
455	ASOCIACION DE EMPRESAS TRANSPORTE A	TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
456	ASOCIACION DE LINEAS AEREAS (ALA)	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
457	ASOCIACION DE LINEAS AEREAS INTERNACIONALES (ALAICO)	TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
458	ASOCIACION DE MALETEROS UNIDOS (skycap)	AVIANCA COSTA RICA S.A.	Baggage handling SJO	\$0.00	Reducing price 10%, and extend contract term 24 months.
459	ASOCIACION DE PILOTOS DE AVIANCA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO TEMPORAL SUSCRITO ENTRE AVIANCA S.A. Y LA ASOCIACION DE PILOTOS DE AVIANCA - ADPA COMO CONSECUENCIA DEL COVID-19 Fecha de firma 23-11-2020	\$0.00	
460	ASOCIACION DE TRABAJADORES DE TAMPA	TAMPA CARGO S.A.S.	CONVENCIÓN COLECTIVA ASOTRATAMPA 2018 - 2021 fecha de firma 8 de agosto de 2018	\$0.00	
461	ASOCIACION MUSEO DE LOS N	TACA INTERNATIONAL AIRLINES S.A.	SPONSORSHIP	\$0.00	
462	ASOCIACION NACIONAL DE EMPRESARIOS DE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
463	ASOCIACION PARA EL DESARROLLO ECONO	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Lease Agreement GUA	\$0.00	
464	ASOCIACION PARA LA PROTECCION DE LO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MUSIC COPYRIGHT	\$0.00	
465	ASOCIACION SALVADOREÑA DE PRODUCTORES DE FONOGRAMAS Y AFINES	TACA INTERNATIONAL AIRLINES S.A.	Author's royalties	\$0.00	
466	ASOCIACION SOLIDARISTA TRABAJADORES	AVIATECA, S.A.	Food for pax compensation	\$0.00	Reduced price 10%, and extend contract term 24 months.
467	ASOCIACION SOLIDARISTA TRABAJADORES	AVIATECA, S.A.	Servicio de alimentación a colaboradores	\$0.00	Reduced price 10%, and extend contract term 24 months.
468	ASOCIACION SOLIDARISTA TRABAJADORES	AVIATECA, S.A.	Servicio de alimentación a colaboradores	\$0.00	Reduced price 10%, and extend contract term 24 months.
469	ASOCIACION SOLIDARISTA TRABAJADORES	AVIASERVICIOS, S.A.	Servicio de alimentación a Pasajeros	\$0.00	Reduced price 10%, and extend contract term 24 months.
470	ASOCIACION SOLIDARISTA TRABAJADORES	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE ALIMENTACION COMPENSACION PAX	\$0.00	Reduced price 10%, and extend contract term 24 months.
471	ASSA COMPAÑIA DE SEGUROS	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Insurance policy 03B66813	\$0.00	
472	ASSA COMPAÑIA DE SEGUROS HONDURAS S	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Insurance policy 15B581	\$0.00	
473	ASSA COMPAÑIA DE SEGUROS S.A.	AVIANCA COSTA RICA S.A.	PROVISION OF SERVICES 7100000677	\$0.00	
474	ASSA COMPAÑIA DE SEGUROS S.A.	SERVICIO TERRESTRE, AEREO Y RAMP A S.A.	PROVISION OF SERVICES 7100000690	\$0.00	
475	ASSA COMPAÑIA DE SEGUROS S.A.	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 7100000693	\$0.00	
476	ASSA COMPAÑIA DE SEGUROS S.A.	NICARAGUENSE DE AVIACION, SOCIEDAD ANÓNIMA (NICA, S.A.)	Insurance policy 03B8498	\$0.00	
477	ASSA COMPAÑIA DE SEGUROS SA	NICARAGUENSE DE AVIACION, SOCIEDAD ANÓNIMA (NICA, S.A.)	PROVISION OF SERVICES 7100000572	\$0.00	
478	ASSA COMPAÑIA SE SEGUROS	AVIANCA COSTA RICA S.A.	Insurance policy 03B66809	\$0.00	
479	ASTRO TOUR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
480	AT T COMUNICACIONES DIGITALES S DE	TACA DE MÉXICO, S.A.	Moviles	\$0.00	Reduced price of contract
481	ATLANTIS DAZA VIAJES Y TU	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
482	ATLAS AIR	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
483	ATRAPALO COLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
484	ATTON VITACURA SPA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement SANTIAGO DE CHILE	\$0.00	Reduced price 5%, and extended contract term 12 months.
485	ATXK CONSTRUCCION DE INTERIORES SUC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Obra Civil Colombia	\$0.00	
486	AUDITORIA EMPRESARIAL MOSQUERA VEGA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Auditoria de Estados Financieros 30.09.2019	\$0.00	
487	AUDITORIA EMPRESARIAL MOSQUERA VEGA	AVIANCA COSTA RICA S.A.	Auditoria de Estados Financieros 30.09.2019	\$0.00	
488	AUDITORIA EMPRESARIAL MOSQUERA VEGA	TACA INTERNATIONAL AIRLINES S.A.	Auditoria de Estados Financieros 30.09.2019	\$0.00	
489	AUDITORIA EMPRESARIAL MOSQUERA VEGA	TAMPA CARGO S.A.S.	Auditoria de Estados Financieros 30.09.2019	\$0.00	
490	AUREN SOCIEDAD CIVIL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 06.02.2020	\$0.00	
491	AUREN SOCIEDAD CIVIL	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 06.02.2020	\$0.00	
492	Austral Líneas Aéreas(Cielos del Sur)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
493	AUSTRIAN AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
494	AUSTRIAN AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
495	Austrian Airlines AG	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
496	AUTOCONSA SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Recolección de residuos SAL	\$0.00	
497	AUTOSNACK S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Food for employees	\$0.00	Reduced price 10%, and extend contract term 24 months.
498	AVALUOS VALUADORES VALUACION E INMO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE AVALUO TERRENOS	\$0.00	
499	AVIA MARKETING LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
500	AVIAJAR MAYOREO LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatition Agreement	\$0.00	
501	AVIAM LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	RAMP SERVICE SDQ	\$0.00	
502	Avianca-CAE Flight Training El Salvador S.A de C.V.	TACA INTERNATIONAL AIRLINES S.A.	Asset Purchase Agreement	\$0.00	
503	AVIAPARTNER HANDLING SPA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$620.78	
504	AVIAREPS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GENERAL SALES AGENCY AGREEMENT	\$0.00	
505	AVIAREPS AIRLINE MANAGEMENT GM	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$1,790.00	
506	AVIATION INDUSTRY CONSULTANTS LLC	AMERICA CENTRAL CORP.	PROVISION OF SERVICES	\$59,050.00	
507	AVIATION SECURITY WORLDWIDE NV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad Aeroporturia Aruba	\$26,788.00	
508	AVIATION SERVICES POLSKA SP.Z O.O	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN POLAND, ROMANIA, BULGARIA, SERBA, MACEDONIA, ALBANIA & KOSOVO	\$0.00	
509	AVICOLA LA ESTRELLA S.A	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE ALIMENTACION COMPENSACION PAX	\$0.00	
510	AVIOR AIRLINES COLOMBIA C.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA ANEXO B - LUGARES, SERVICIOS CONTRATADOS Y TARIFAS DE ENERO DE 2008 BOG-RNG-CLO	\$0.00	
511	AVIOVISION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Base de datos navegación ATR	\$0.00	
512	AVIOVISION	AVIANCA INC.	Base de datos navegación ATR	\$0.00	
513	AVOLAR VIAJES Y TURISMO L	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
514	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047070	\$0.00	
515	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047071	\$0.00	
516	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047072	\$0.00	
517	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047073	\$0.00	
518	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047074	\$0.00	
519	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047075	\$0.00	
520	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047077	\$0.00	
521	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047078	\$0.00	
522	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047079	\$0.00	
523	AXA COLPATRIA SEGUROS S.A	TAMPA CARGO S.A.S.	Insurance policy 8001047081	\$0.00	
524	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047082	\$0.00	
525	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047083	\$0.00	
526	AXA COLPATRIA SEGUROS S.A	REGIONAL EXPRESS AMÉRICAS S.A.S.	Insurance policy 8001047084	\$0.00	
527	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047085	\$0.00	
528	AXESNET SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Oferta comercial deprisra 24.10.2020	\$0.00	
529	AXESNET SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Oferta comercial deprisra 24.10.2020	\$0.00	
530	AXESNET SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Oferta comercial deprisra 24.10.2020	\$0.00	
531	AXESOR CONOCER PARA DECIDIR SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Bolsa informes internacionales online, para cartera y riesgo	\$0.00	
532	AXESOR CREDIT RISK INTELLIGENCE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Analizar y calcular indicadores de riesgo de crédito de la cartera, acceso a través de la plataforma Cloud Axesor@360	\$0.00	
533	AXESOR CREDIT RISK INTELLIGENCE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de consultoria e implementación	\$0.00	
534	Azerbaijan Airlines	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
535	AZUL LINHAS AERÉAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
536	Azul Linhas Aereas Brasileiras	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
537	AZUL LINHAS AEREAS BRASILERAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
538	AZUL LINHAS AEREAS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	CODE SHARE SAO PAULO	\$0.00	
539	B B NEGOCIOS Y TURISMO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
540	BAC INTERNATIONAL BANK (PANAMA) INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	CONVENIO REGIONAL DE AVIANCA-GRUPO BAC CREDOMATIC PARA EL PROCESAMIENTO DE TRANSACCIONES DE TARJETAS EN COMERCIOS AFILIADOS, 10 JUN 2015	\$0.00	
541	BACER SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.; TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	PROVISION OF SERVICES 312-DC-2017	\$0.00	
542	BANCO AGRICOLA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
543	BANCO AGROMERCANTIL DE GUATEMALA, S.A.	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
544	BANCO BOLIVARIANO C.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIC-01-2021 (Automatic yearly renewal)	\$0.00	
545	BANCO CITIBANK DE EL SALVADOR	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE AFILIACION, 16 AUG 2011	\$0.00	
546	BANCO CUSCATLAN DE EL SALVADOR SA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE ISSUANCE OF COBRANDED CREDIT AND/OR DEBIT CARDS	\$0.00	
547	BANCO CUSCATLAN DE EL SALVADOR SA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
548	BANCO DAVIVIENDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ANEXO DE ADQUIRENCIAS (NOVEDADES Y COMISIONES), 18 JUL 2017	\$0.00	
549	BANCO DAVIVIENDA SALVADORENO SA	TACA INTERNATIONAL AIRLINES S.A.	ENE-15-2021 (Automatic yearly renewal)	\$0.00	
550	BANCO DE BOGOTA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOLICITUD DE VINCULACION, 18 OCT 2019	\$0.00	
551	BANCO DE LA PRODUCCION S.A. PRODUBA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
552	BANCO DE LA PRODUCCION S.A. PRODUBA	AVIANCA-ECUADOR S.A.	FINANCE SERVICES ECUADOR	\$0.00	
553	BANCO DE LA PRODUCCION, S.A	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Credit Card Processing/Payment Methods	\$0.00	
554	BANCO DE OCCIDENTE S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER ACQUIRER	\$0.00	
555	BANCO DEL AUSTRO, S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ADENDUM (SISTEMA DE DIGITACION MANUAL), 08 JAN 2018	\$0.00	
556	BANCO DEL AUSTRO, S.A	AVIANCA-ECUADOR S.A.	CONTRATO DE AFILIACION DE ESTABLECIMIENTOS AL SISTEMA DE TARJETAS Y PAGOS DEL BANCO DEL AUSTRO S.A.	\$0.00	
557	BANCO DEL AUSTRO, S.A	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE AFILIACION DE ESTABLECIMIENTOS AL SISTEMA DE TARJETAS Y PAGOS DEL BANCO DEL AUSTRO S.A.	\$0.00	
558	BANCO DEL PACIFICO S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agreement for the transfer of partner points to LifeMiles"	\$0.00	
559	BANCO DEL PACIFICO S.A	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Credit Card Processing/Payment Methods	\$0.00	
560	BANCO GUAYAQUIL S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agreement for the Issuance of Cobranded Credit and/or Debit Cards	\$0.00	
561	BANCO GUAYAQUIL, S.A	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Credit Card Processing/Payment Methods	\$0.00	
562	BANCO INTERAMERICANO DE FINANZAS, S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
563	BANCO MERCANTIL SANTA CRUZ S.A.-PAG	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ISSUANCE OF COBRANDED CREDIT AND/OR DEBIT CARDS	\$0.00	
564	BANCO MERCANTIL SANTA CRUZ S.A.-PAG	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
565	BANCO MULTIBANK SA	AVIANCA COSTA RICA S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
566	BANCO PROMERICA SOCIEDAD ANONIMA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
567	BANCO PROMERICA SOCIEDAD ANONIMA - TARJETAS PROMERICA SOCIEDAD ANONIMA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE ISSUANCE OF COBRANDED CREDIT AND/OR DEBIT CARDS	\$0.00	
568	BANCO SOLIDARIO S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
569	BANCOLOMBIA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ISSUANCE OF COBRANDED CREDIT AND/OR DEBIT CARDS	\$0.00	
570	BANCOLOMBIA S.A.-BANCO AGRICOLA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE ISSUANCE OF COBRANDED CREDIT AND/OR DEBIT CARDS	\$0.00	
571	BANESCO	AVIANCA COSTA RICA S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
572	BANISTMO SA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
573	BARANOVA VIAJES Y TURISMO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
574	BC & PLUS SRL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mensajería doméstica de documentos en Bolivia.	\$0.00	
575	BDO RECURSOS HUMANOS SRL	AVIANCA COSTA RICA S.A.	Accounts Payable Outsourced Team	\$9,261.88	
576	BDS ASESORES JURIDICOS SOCIEDAD ANO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; GRUPO TACA HOLDINGS LIMITED	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
577	BDS ASESORES JURIDICOS SOCIEDAD ANO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services, subscribed since September 17th, 2019 with an undefined term. (labor law)	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
578	BELENCITA TOURS & CIA LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
579	BELL MOBILITY#517362516	AVIANCA COSTA RICA S.A.	Moviles	\$0.00	Reduced price of contract
580	BENNAZAR, GARCÍA & MILIÁN, CSP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
581	BENTEC SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Licencias Software MicroStation (Programa Anual de Mantenimiento SELECT para MicroStation Connect Edition)	\$0.00	
582	BERKLEY INTERNACIONAL SEGUROS COLOMBIA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 15432	\$0.00	
583	BEST BUDDIES COLOMBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
584	BESTRAVEL SERVICE LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
585	BETTER RESTAURANT BRANDS SOCIEDAD A	AVIANCA COSTA RICA S.A.	SUMINISTRO DE ALIMENTACION COMPENSACION PAX	\$0.00	
586	BKAL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE PAX CONTIGENCIA	\$0.00	
587	BKAL SAS	AVIANCA COSTA RICA S.A.	SERVICIO DE PAX CONTIGENCIA	\$0.00	
588	BKAL SAS	AVIANCA-ECUADOR S.A.	SERVICIO DE PAX CONTIGENCIA	\$0.00	
589	BKAL SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE PAX CONTIGENCIA	\$0.00	
590	BLOOMBERG FINANCE LP	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$0.00	
591	Blue Airline Management	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner Rumania	\$0.00	
592	Blue Panorama	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
593	BLUEFIELDS FINANCIAL COLOMBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement MEDELLIN	\$0.00	
594	BMI DEL ECUADOR COMPANIA DE SEGUROS DE VIDA SA	AVIANCA-ECUADOR, S.A.	Insurance policy 364400000	\$0.00	
595	BOEING DIGITAL SOLUTIONS INC	AVIANCA-ECUADOR S.A.	Cartografia	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
596	BOEING DIGITAL SOLUTIONS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRACT FOR FLIGHT PLANNING Y CARTOGRAPHY SERVICES.	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
597	BOEING DIGITAL SOLUTIONS INC	REGIONAL EXPRESS AMÉRICAS S.A.S.	CONTRACT FOR FLIGHT PLANNING Y CARTOGRAPHY SERVICES.	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
598	BOEING DIGITAL SOLUTIONS INC	TACA INTERNATIONAL AIRLINES S.A.	CONTRACT FOR FLIGHT PLANNING Y CARTOGRAPHY SERVICES.	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
599	BOEING DIGITAL SOLUTIONS INC	TAMPA CARGO S.A.S.	CONTRACT FOR FLIGHT PLANNING Y CARTOGRAPHY SERVICES.	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
600	BOEING DIGITAL SOLUTIONS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Charting EFB + Inserted Content + Tailored Maps	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
601	BOEING DIGITAL SOLUTIONS INC	Taca International Airlines S.A.	Charting EFB + Inserted Content + Tailored Maps	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
602	BOEING DIGITAL SOLUTIONS INC	Avianca Ecuador	Charting EFB + Inserted Content + Tailored Maps; Navdata Services Supplement; Flight Planning	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
603	BOEING DIGITAL SOLUTIONS INC	Tampa Cargo S.A.S.	Charting EFB + Inserted Content + Tailored Maps; Aviator; Flight Planning	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
604	BOEING DIGITAL SOLUTIONS INC	Regional Express Américas S.A.S.	Charting EFB + Inserted Content + Tailored Maps; Flight Planning	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
605	BOEING DIGITAL SOLUTIONS INC	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Charting EFB + Inserted Content +	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
606	BOEING US TRAINING & FLIGHT SERVICE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ENTRENAMIENTO DE SIMULADORES	\$19,900.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
607	BOG&GO COLOMBIA TRAVEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
608	BOLIVIANA DE AVIACION	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
609	Boliviana de Aviación	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
610	BOLLORE LOGISTICS COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios desde y hacia Colombia	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
611	BOLLORE LOGISTICS USA INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios en USA para Comex&Lo	\$0.00	
612	BOLSA DE VALORES DE COLOMBIA SA	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$0.00	
613	BONSURCO SAC	AVIANCA COSTA RICA S.A.	SERVICIO DE PAX CONTIGENCIA	\$0.00	
614	Boston Consulting Group	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for potential services agreement	\$0.00	
615	BOURBON HOSPITALIDAD SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement ASUNCION	\$0.00	
616	BOYACA TOURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
617	BR AIR - SERVICIO AUXILIAR DE TRANSP	TAMPA CARGO S.A.S.	Cargo Handling GRU	\$0.00	Reduced price 5%, and extended contract term 12 months.
618	BRADESCO SAUDE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 980439960	\$0.00	
619	BRAUNKER INGENIERIA SAS	TAMPA CARGO S.A.S.	PROFESSIONAL SERVICES AGREEMENT	\$0.00	
620	BRIAN STEVE DE LEON ALDANA	TACA INTERNATIONAL AIRLINES S.A.	Mensajeria domestica de documentos en Guatemala.	\$0.00	
621	BRINKS ARGENTINA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte terrestre de valores en Argentina.	\$0.00	
622	BRITISH AIRWAYS PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for LHR station. Date of agreement August 15th, 2008	\$0.00	
623	BRITISH AIRWAYS PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
624	BRITISH AIRWAYS PLC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
625	BRITISH AIRWAYS PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
626	BRITISH AIRWAYS PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
627	BRM SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Manejo de redes sociales	\$0.00	
628	BROWARD COUNTY AVIATION DEPARTMENT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Airport Facilities FLL	\$122,675.00	
629	Brussels Airlines NV/SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
630	BSN Bufete Sánchez Navarro	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Asesoría en Materia Laboral - Honorarios por concepto de Asesoría en Materia Laboral	\$0.00	
631	BSREP III FORT LAUDERDALE HILTON TRS LCC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement FORT LAUDERDALE	\$0.00	
632	Bufete Godínez y Asociados S.A.	GRUPO TACA HOLDINGS LIMITED	Provision of Services for legal services, subscribed since July 1st, 2019 with an undefined term. (labor law)	\$0.00	
633	Bufete Montes	TACA DE HONDURAS, S.A. DE C.V.	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
634	BUFETE OLIVERO, S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
635	Bufete Vásquez	ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA DE HONDURAS, S.A. DE C.V.	Provision of Services for legal services, subscribed since July 1st, 2019 with an undefined term. (labor law)	\$0.00	
636	BULLO ABOGADOS	AVIANCA HOLDINGS S.A.; AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of October 27th, 2017 and with an undefined term (legal aeronautic counseling).	\$0.00	
637	C&C SOLUCIONES JURIDICAS	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Honorarios por concepto de Servicios Legales	\$258.01	
638	C.A.L CARGO AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
639	C2 SOLUCIONES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 294-DC 2016	\$0.00	
640	CABAL Y TASCÓN ABOGADAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
641	CABRERA CONSULTORIA CONTABIL E TRIB	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
642	CACECSISO SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE CAPACITACION DERRAMES	\$0.00	Reduced price 10%, and extend contract term 24 months.
643	CAE COLOMBIA FLIGHT TRAINING SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	ENTRENAMIENTO DE SIMULADORES	\$1,521,560.78	
644	CAE INC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	COMMERCIAL AGREEMENT	\$0.00	Extend contract term by 3 years
645	CAE International Holdings Limited, Avianca-CAE Flight Training (ACFT) S.A.S	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.	Share Sale and Purchase Agreement	\$0.00	
646	CAIXA RENTING (ARVAL SERVICES)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Renting Vehiculos España	\$0.00	Extended Contract 12 months
647	CALLINGTON INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Contrato insumos Servicio abordó	\$0.00	Waived debt 100%, extended contract 24 months
648	CALLOWAY CORPORATION NV	AVIANCA-ECUADOR S.A.	SERVICES OF CATERING	\$0.00	
649	CALYPSO TOURS L ALIANXA S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
650	CANADA LIFE LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy E25838/1/L	\$0.00	
651	CANADIAN NORTH	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
652	CANDLEWOOD	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SUITES MIA	\$0.00	
653	CANDYSUR SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Ramp Services MVD	\$0.00	Reduced price 5%, and extended contract term 12 months.
654	CANDYSUR SA	TAMPA CARGO S.A.S.	Ramp services MVD	\$0.00	Reduced price 5%, and extended contract term 12 months.
655	CAP COLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
656	CAPRIS SA	AVIANCA COSTA RICA S.A.	Insumos higienicos Servicio abordó Costa Rica	\$0.00	
657	CAPRIS SA	AVIANCA COSTA RICA S.A.	Suministro de EPPS	\$0.00	
658	CAPRIS SA	SERVICIO TERRESTRE, AEREO Y RAMPA S.A.	SUMINISTRO WYPALL TYPE PAPER	\$0.00	
659	CARBON DISCLOSURE PROJECT LATIN AME	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROYECTO EMISIONES DE CARBONO	\$5,350.00	
660	CARGO AIRPORT SERVICES CANADA INC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Cargo Handling YYZ	\$10,025.32	
661	CARGO FORCE INC	TAMPA CARGO S.A.S.	GROUND FUEL SUPPLY MIA	\$9,182.50	
662	CARGO GSA INTERNATIONAL LTD	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN TURKEY	\$0.00	
663	CARGO GSA ISRAEL LTD	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN ISRAEL	\$0.00	
664	CARGO SERVICE CENTER DE MEXICO SA D	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	IATA STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE	\$0.00	
665	CARGOJET AIRWAYS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
666	CARGOLINK	TAMPA CARGO S.A.S.	Software link	\$0.00	Reduced price 5%, and extended contract term 12 months.
667	CARGOLUX	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
668	Caribbean Airlines	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
669	CARIBBEANAIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
670	CARIBE CARGO SRL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Cargo Handling PUJ	\$0.00	Reduced price 10%, and extend contract term 24 months.
671	CARIBES TOURS INTERNACIONAL LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
672	CARIPOINTS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for SDQ, PUJ station. Date of agreement April 5th, 2008	\$0.00	
673	CARIPOINTS SA	AVIANCA COSTA RICA S.A.; TACA S.A.	Line maintenance Agreement for SDQ, PUJ station. Date of agreement April 5th, 2008	\$0.00	
674	CARLOS ALBERTO QUIROGA BARRERO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	
675	CARLOS ARTURO ACOSTA GARCIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	Reduced price 10%, and extend contract term 24 months.
676	Carlos Eduardo Torres	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
677	CARLOS ERNESTO SOSA OSEGUERA	AVIATECA, S.A.	SERVICIO DE ENTRENAMIENTO DEFNSA PERSONAL	\$0.00	
678	CARLOS HUMBERTO GUDINO MARTINEZ	AVIANCA COSTA RICA S.A.	SERVICIO DE AVALUO TERRENOS	\$0.00	Reduced price 10%, and extend contract term 24 months.
679	CARLOS JULIO ROBLES HOLGUIN	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 77-DC-2018	\$0.00	
680	Carlos Monzón	AVIANCA HOLDINGS S.A.	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
681	CARLSON WAGONLIT COLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
682	CAROLINA CATERING CORP	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICES OF CATERING	\$24,949.65	
683	Carolina Escobar Foz	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
684	Carolina García Pardo	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
685	Carolina Sendoya	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
686	CARVAJAL ESPACIOS SAS	REGIONAL EXPRESS AMÉRICAS S.A.S.	Mobiliario Colombia	\$0.00	
687	CASA DEL CAFE SOCIEDAD ANONIMA	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE PAX CONTINGENCIA	\$0.00	
688	CASA PROVEEDORA PHILLIPS SOCIEDAD A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	SERVICES OF CATERING	\$0.00	Updated rates and additional services
689	CASALIMPIA ECUADOR S.A	AVIANCA-ECUADOR S.A	Facility Ecuador	\$0.00	
690	CASH LOGISTICS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 137-DC-2019	\$1,467.10	
691	CASH LOGISTICS S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 53-DC-2019	\$0.00	Reduced price 5%, and extended contract term 12 months.
692	CASH LOGISTICS SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.	PROVISION PF SERVICES 52-DC-2019	\$0.00	
693	CATHAY - DRAGON AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S	SPECIAL PRORATE AGREEMENT	\$0.00	
694	CATHAY DRAGON	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
695	CATHAY PACIFIC AIRWAYS LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
696	CATHAY PACIFIC AIRWAYS LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
697	CAXDAC ¹	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S	FONDEO PASIVO PENSIONAL CAXDAC (ORIGEN LEGAL)	\$0.00 ²	
698	Cayman Airways	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
699	CAYMAN AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
700	CCS INTERNATIONAL ENTERPRISE LLC	LATIN LOGISTICS, LLC	AGENCY - AG145	\$0.00	
701	CEA TURISTA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
702	CEBALLOS ARANGO ABOGADOS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
703	CEDHITOURS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
704	CEK DE CENTROAMERICA SA	TACA INTERNATIONAL AIRLINES S.A.	Insumos de Limpieza de El Salvador	\$0.00	
705	CENTRAL INTERNACIONAL DE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
706	CENTRAL LAW HONDURAS SA	TACA DE HONDURAS, S.A. DE C.V.	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
707	CENTRICA HABILIDAD OBJETIVA S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Pruebas de integridad	\$5,684.53	
708	CESTUR SAS CENTRO DE SOLUCIONES TUR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
709	CFM INTERNATIONAL INC	Taca International Airlines S.A.; Avianca-Ecuador S.A.; Avianca Costa Rica; Avianca Holdings S.A.; Aerovias del Continente Americano S.A Avianca	CFM International Letter Agreement dated October 25, 2021	\$0.00	
710	CFM INTERNATIONAL INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Amendment Number 1 to the Rate per Flight Hour Agreement for Leap-1A Engines Maintenance Shop Services between Avianca S.A and CFM International	\$0.00	
711	CFM INTERNATIONAL INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Amendment Number 3 to Letter Agreement Number 1 to GTA No. CFM-1-288716981 between Avianca S.A. and CFM International	\$0.00	
712	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	CFM56-5B & LEAP-1A Amendment No 1 To LA No 2 of GTA No CFM-1-288716989 - Date 31-Aug-2015	\$0.00	
713	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	CFM56-5B & LEAP-1A Amendment No 2 To LA No 2 of GTA No CFM-1-288716989 - Date 15-Sep-2017	\$0.00	
714	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	CFM56-5B & LEAP-1A COA (Cost Out and Avoidance) Guarantee related to GTA No CFM-1-2887169891 - Date 06-Feb-2013	\$0.00	
715	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	CFM56-5B & LEAP-1A GTA (General term Agreement) -No CFM-1-2887169891 - Date 06-Feb-2013	\$0.00	
716	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	CFM56-5B & LEAP-1A LA (Letter Agreement) No 1 to GTA No CFM-1-288716989 - Date 06-Feb-2013	\$0.00	
717	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	CFM56-5B & LEAP-1A LA (Letter Agreement) No 2 to GTA No CFM-1-288716989 - Date 06-Feb-2013	\$0.00	

¹ The Debtors' obligations to CAXDAC are Pension Claims that are being fully reinstated under the Plan and treated as provided in Class 10 of the Plan and the listing of such obligations herein does not modify, limit or change their treatment pursuant to the Plan. Further, the inclusion of the obligations to CAXDAC herein is not an admission or determination that such obligations are in fact an executory contract that can be assumed or rejected and is without prejudice to the right of the Debtors and/or CAXDAC to assert in any court, forum or proceeding, including in these Chapter 11 cases, that such obligations do not constitute an executory contract.

² The Debtors are required pursuant to the Plan to pay the reasonable and documented fees and expenses of CAXDAC (including but not limited to the fees and expenses of CAXDAC's counsel, Moses & Singer LLP). No cure amount is included herein for such fees and expenses as the amount is currently unliquidated. The lack of the inclusion herein of a liquidated amount for such fees and expenses does not modify, limit or change the Debtors' obligation to pay the same pursuant to the Plan.

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
718	CFM INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CFM56-5B GTA (General Terms Agreement) - No CFM-03-2007 - Date 29-Mar-2007	\$0.00	
719	CFM INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CFM56-5B GTA No CFM-03-2007 Letter Agreement No 1 - Date Date 29-Mar-2007	\$0.00	
720	CFM INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CFM56-5B GTA No CFM-03-2007 Letter Agreement No 2 - Date Date 21-Mar-2012	\$0.00	
721	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	LEAP-1A RPFH (Rate per Flight Hour) Agreement - No 1-2887169891 - Date 06-Feb-2013	\$0.00	
722	CHANCERY CORPORATE SERVICES LIMITED	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services and local representation no. 740341001, subscribed since april 14th, 2016 with an undefined term.	\$0.00	
723	CHAPMAN LOPEZ CONSULTORIA JURIDICA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
724	CHEM AQUA, INC - ANCO DIVISION	TAMPA CARGO S.A.S.	Mantenimiento Quimico de la torre chiller Miami	\$0.00	Reduced price 5%, and extended contract term 24 months.
725	CHEM CLEAN CORPORATION	AVIANCA, INC.	Recolección de residuos Estados Unidos	\$0.00	
726	CHEQUES EJECUTIVOS Y AERONAUTICOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exámenes médicos pilotos y tripulaciones	\$0.00	
727	CHICO TOURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
728	CHIEMESE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN ARGENTINA 01.07.2011	\$0.00	
729	CHIEMESE SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN ARGENTINA 02.05.2005	\$0.00	
730	CHIEMESE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling EZE	\$0.00	5 year extension, waived PPFD and 10% discount.
731	China Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
732	CHINA AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
733	CHINA AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
734	CHINA CARGO AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
735	CHINA EASTERN AIRLINES CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
736	CHINA SOUTHERN AIR LOGISTICS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
737	CHINA SOUTHERN AIRLINES COMPANY LIMITED	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
738	Chubb Colombia S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 20160026	\$0.00	
739	Chubb Colombia S.A	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 20160026	\$0.00	
740	CHUBB LTDA	AVIANCA, INC.	Local property damage policy in EEUU, period 12/01/2019 - 7/15/2021, this policy did not renewa as it was not longer required	\$0.00	
741	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 30466	\$0.00	
742	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 38355	\$0.00	
743	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 39457	\$0.00	
744	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 40162	\$0.00	
745	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 40188	\$0.00	
746	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 40700	\$0.00	
747	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 40701	\$0.00	
748	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 41089	\$0.00	
749	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 41089	\$0.00	
750	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 41266	\$0.00	
751	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 41285	\$0.00	
752	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 43741	\$0.00	
753	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 43741	\$0.00	
754	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 43751	\$0.00	
755	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 43751	\$0.00	
756	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 43876	\$0.00	
757	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 44902	\$0.00	
758	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45707	\$0.00	
759	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45707	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
760	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45707	\$0.00	
761	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45714	\$0.00	
762	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45714	\$0.00	
763	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45714	\$0.00	
764	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45878	\$0.00	
765	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 47550	\$0.00	
766	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 47805	\$0.00	
767	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 47957	\$0.00	
768	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 50544	\$0.00	
769	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 52436	\$0.00	
770	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 52436	\$0.00	
771	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 52436	\$0.00	
772	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 52464	\$0.00	
773	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 53113	\$0.00	
774	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 53420	\$0.00	
775	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 54503	\$0.00	
776	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 54598	\$0.00	
777	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 56783	\$0.00	
778	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 56785	\$0.00	
779	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 57493	\$0.00	
780	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60395	\$0.00	
781	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60398	\$0.00	
782	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60513	\$0.00	
783	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60516	\$0.00	
784	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60517	\$0.00	
785	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60524	\$0.00	
786	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60599	\$0.00	
787	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60840	\$0.00	
788	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60900	\$0.00	
789	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60918	\$0.00	
790	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 61041	\$0.00	
791	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 61176	\$0.00	
792	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 61277	\$0.00	
793	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy CU093519	\$0.00	
794	CHUBB SEGUROS COLOMBIA S.A	REGIONAL EXPRESS AMÉRICAS S.A.S.	Insurance policy 100013538 - EOH	\$0.00	
795	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 42800	\$0.00	
796	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 42800	\$0.00	
797	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 45469	\$0.00	
798	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45472	\$0.00	
799	CHUBB SEGUROS COLOMBIA S.A	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 45480	\$0.00	
800	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 5615	\$0.00	
801	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 5633	\$0.00	
802	CHUBB SEGUROS COLOMBIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSURANCE	\$0.00	
803	CHUBB SEGUROS ECUADOR S.A.	AVIANCA-ECUADOR S.A.	Insurance policy 383382	\$0.00	
804	CHUBB SEGUROS MEXICO SA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 33356	\$0.00	
805	CI DISTRIBOGAR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	BLANKET SUPPLY CONTRACT	\$0.00	
806	CIELO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER ACQUIRER	\$0.00	
807	CIFIN SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Informes servicios de centrales de información financiera, clientes.	\$0.00	
808	CINEPOLIS EL SALVADOR, S.A. DE C.V.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
809	Citibank, N.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ISDA 2002 Master Agreement 12.09.2008	\$0.00	
810	Citijet	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
811	CITY OF CHICAGO	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Contrato Mercantil para la prestación de Servicios Aeroportuarios - pendiente la renovación	\$0.00	
812	CITY OF LOS ANGELES DEPARTMENT OF A	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Contrato Mercantil para la prestación de Servicios Aeroportuarios -LAA-8734	\$0.00	
813	CITYFAST SA	AVIANCA-ECUADOR S.A.	Lease Agreement GYE	\$0.00	
814	CJ AFFILIATE BY CONVERSANT	TACA INTERNATIONAL AIRLINES S.A.	Material de ID empleados en Ecuador.	\$0.00	
815	CJ AFFILIATE BY CONVERSANT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
816	CJ AFFILIATE BY CONVERSANT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
817	Claudia Moreno Contreras	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
818	Claudia Rodriguez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
819	CLEARCOM COMUNICACIONES, S.A.P.L DE C.V.	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	EQUIPMENT LEASE - Contrato sin numero	\$0.00	
820	CLEARCOM COMUNICACIONES, S.A.P.L DE C.V.	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	TELECOMMUNICATION SERVICE - Contrato sin numero	\$0.00	
821	CLG Abogados	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Servicios Profesionales	\$0.00	
822	CLINICA UNICEN SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	Reduced price 5%, and extended contract term 12 months.
823	CLS CATERING SERVICES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Catering	\$51,831.00	Unsecure prepetition debt confirmation
824	CMN SOLUTIONS SERVICOS DE SUPORTE E	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
825	CMN SOLUTIONS SERVICOS DE SUPORTE E	TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
826	CMN SOLUTIONS SERVICOS DE SUPORTE E	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of october 12st, 2017 until october 12th, 2021.	\$0.00	
827	CO INDUSTRIAS GIGANTE SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Snacks	\$0.00	
828	CO INDUSTRIAS GIGANTE SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Snacks	\$0.00	
829	COCA COLA FEMSA DE COSTA RICA SA	AVIANCA COSTA RICA S.A.	SUMINISTRO DE COCA-COLA	\$0.00	
830	COCCINA DE VUELOS SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICES OF CATERING	\$20,107.00	
831	COLAEREO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
832	COLE INTERNATIONAL INC.	AVIANCA COSTA RICA S.A.	Transporte Valores necesario en USA.	\$0.00	
833	COLLATERAL VERIFICATIONS LLC	TAMPA CARGO S.A.S.	NDA	\$0.00	
834	COLMEDICA MEDICINA PREPAGADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 29043310	\$0.00	
835	COLOMBIA EN COLORES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
836	COLOMBIA MOVIL SA ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Moviles	\$6,200.08	Reduced price of contract
837	COLOMBIA TELECOMUNICACIONES SA ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Opain	\$114,458.50	
838	COLOMBIA TELECOMUNICACIONES SA ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Telefonia movil	\$45,147.00	Reduced price of contract
839	COLOMBIA TELECOMUNICACIONES SA ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Telefonica Local	\$13,302.00	Reduced price of contract
840	COLOMBIA TELECOMUNICACIONES SA ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Voz corporativa	\$47,398.00	Reduced price of contract
841	COLOMBIA TELECOMUNICACIONES SA ESP;OTECEL S.A.;TELEFONICA GLOBAL SOLUTIONS USA INC;TELEFONICA DE ESPAÑA SA;TELEFONICA INTERNATIONAL WHOLESAL;TELEFONICA MOVILES EL SALVADOR SA;PEGASO PCS SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transformación digital	\$2,159,338.80	Payment Agreement
842	COLOMBIAN AIR CARGO S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS T39	\$0.00	Extend contract term by 12 months
843	COLOMBIAN AIR CARGO S A	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
844	COLOMBIAN TOURIST SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
845	COLOMBIANA DE COMBUSTIBLES CODECO S	TAMPA CARGO S.A.S.	GROUND FUEL SUPPLY 208-DC-2017	\$0.00	
846	COLOMBINA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE SNACKS	\$0.00	
847	COLRESERVAS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
848	COLSANITAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 1010346204	\$0.00	
849	COLSOFA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	DaaS Equipos	\$0.00	Reduced price 10%, and extend contract term 24 months.

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
850	COLSON ENTERPRISES LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Cajas regulatorias material aeronautico	\$0.00	
851	COLSON ENTERPRISES LLC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
852	COMBUSTIBLES DE COLOMBIA SA	TAMPA CARGO S.A.S.	GROUND FUEL SUPPLY BOG	\$0.00	
853	COMEDORES PRISMA SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	DINNING ROOM (CUSTOM)- Servicio de comedor (contrato sin numero)	\$0.00	
854	COMERCIALIZADORA AVANTI E	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatition Agreement	\$0.00	
855	COMERCIALIZADORA D&G	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	Waived 70% pre-petition debt
856	COMERCIALIZADORA INTERAMERICANA S.A	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE JUGOS	\$0.00	
857	COMERCIALIZADORA JE TOURS S.A.S.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
858	COMERCIALIZADORA MEDINA Y ASOCIADOS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE ALIMENTACION COMPENSACION PAX	\$0.00	
859	COMERCIALIZADORA Y MARROQUINERIA PYP SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Canasta de Pan Servicio Abordo	\$0.00	
860	COMERCIALIZADORA Y MARROQUINERIA PYP SAS	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Canasta de Pan Servicio Abordo	\$0.00	
861	COMERCIALIZADORA Y MARROQUINERIA PYP SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Malctines para mascota y porta documentos de menor recomendada	\$0.00	
862	COMET CAR HIRE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte Terrestre crew	\$0.00	
863	COMEXCA SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION COMPESION PAX	\$0.00	
864	COMEXCA SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
865	COMISION EJECUTIVA PORTUARIA AUTONO	TACA INTERNATIONAL AIRLINES S.A.	Parking Services SAL	\$0.00	
866	COMISION EJECUTIVA PORTUARIA AUTONO	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
867	COMISION FEDERAL DE ELECTRICIDAD	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	ELECTRIC POWER SUPPLY	\$0.00	
868	COMISION NACIONAL DE TELE	TACA INTERNATIONAL AIRLINES S.A.	Telecomunicaciones	\$0.00	
869	COMPANHIA PALMARES HOTEIS E TURISMO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement RIO DE JANUARYEIRO	\$0.00	Reduced price 10%, and extend contract term 24 months.
870	COMPANIA AGENCIA DE VIAJES LA GUANENA LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
871	COMPANIA ASEGURADORA DE FIANZAS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy CU096739	\$0.00	
872	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL016000	\$0.00	
873	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL021579	\$0.00	
874	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL023311	\$0.00	
875	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL023311	\$0.00	
876	COMPANIA ASEGURADORA DE FIANZAS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy DL023342	\$0.00	
877	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL023343	\$0.00	
878	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL023345	\$0.00	
879	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL023345	\$0.00	
880	COMPANIA ASEGURADORA DE FIANZAS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy DL023347	\$0.00	
881	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy GU055705	\$0.00	
882	COMPANIA ASEGURADORA DE FIANZAS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy GU076384	\$0.00	
883	COMPANIA ASEGURADORA DE FIANZAS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy GU076384	\$0.00	
884	COMPANIA ASEGURADORA DE FIANZAS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy GU076384	\$0.00	
885	COMPANIA AZUCARERA VALDEZ SA	AVIANCA-ECUADOR S.A.	SUMINISTRO DE AZUCAR DIET SACHET	\$0.00	
886	COMPANIA COLOMBIANA DE LAVADO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Lavanderia BOG	\$0.00	Reduced price 10%, and extend contract term 24 months.
887	COMPANIA DE JARABES Y BEBIDAS GASEO	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE CERVEZA	\$0.00	
888	COMPANIA DE JARABES Y BEBIDAS GASEO	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE JUGOS	\$0.00	
889	COMPANIA DE LUBRICANTES S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	
890	COMPANIA DE PROCESAMIENTO DE PAGO GUATEMALA, VISANET GUATEMALA	TACA INTERNATIONAL AIRLINES S.A.	ANEXO 1 AL CONTRATO DE AFILIACION ENTRE COMPANIA DE PROCESAMIENTO DE PAGO DE GUATEMALA SOCIEDAD ANONIMA Y TACA INTERNATIONAL AIRLINES, SOCIEDAD ANONIMA, 13 NOV 2013	\$0.00	
891	COMPANIA DE SERVICIOS CONEXOS EXPRESSNET SAC	AVIANCA-ECUADOR S.A.	SOLICITUD DE AFILIACION, 09 MAR 2012	\$0.00	
892	COMPANIA DE SERVICIOS CONEXOS EXPRESSNET SAC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOLICITUD DE AFILIACION, 31 AUG 2017	\$0.00	
893	COMPANIA DE TRANSPORTE TERRESTRE TU	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Land transport 73-DC-2017	\$0.00	
894	COMPANIA DOMINICANA DE TELEFONOS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Telefonia Fija	\$0.00	
895	COMPANIA DOMINICANA DE TELEFONOS	AVIANCA COSTA RICA S.A.	Telefonia Fija	\$0.00	
896	COMPANIA LICORERA DE NICARAGUA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	LIQUOR SUPPY CONTRACT	\$0.00	
897	COMPANIA MEXICANA DE TRASLADO DE VALORES S.A. DE C.V.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte de valores o efectivo necesario en México	\$2 673.53	
898	COMPANIA MUNDIAL DE SEGUROS S.A.	TAMPA CARGO S.A.S.	Insurance policy 100012584	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
899	COMPANIA MUNDIAL DE SEGUROS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 100013108	\$0.00	
900	COMPANIA MUNDIAL DE SEGUROS S.A.	TAMPA CARGO S.A.S.	Insurance policy 100013928	\$0.00	
901	COMPANIA MUNDIAL DE SEGUROS S.A.	TAMPA CARGO S.A.S.	Insurance policy 100020426	\$0.00	
902	COMPANIA MUNDIAL DE SEGUROS S.A.	TAMPA CARGO S.A.S.	Insurance policy 100020426	\$0.00	
903	COMPANIA MUNDIAL DE SEGUROS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 100055133	\$0.00	
904	COMPANIA MUNDIAL DE SEGUROS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 100064101	\$0.00	
905	COMPANIA MUNDIAL DE SEGUROS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy Several	\$0.00	
906	COMPANIA MUNDIAL DE SEGUROS SA	TAMPA CARGO S.A.S.	Insurance policy Several	\$0.00	
907	COMPANIA PANAMENA DE AVIACION SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	CODE SHARE PANAMA	\$0.00	
908	COMPANIA PANAMENA DE AVIACION SA	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE PANAMA	\$0.00	
909	COMPANIA PANAMENA DE AVIACION SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA PANAMA	\$0.00	
910	COMPANIA PANAMENA DE AVIACION SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner PANAMA	\$0.00	
911	COMPANIA PANAMENA DE AVIACION SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
912	COMPANIA PANAMENA DE AVIACION SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement PANAMA	\$0.00	
913	COMPANIA PANAMENA DE AVIACION SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner PANAMA	\$0.00	
914	Compañía Panameña de Aviación, S. A y Aeropública, S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
915	COMPANIA PERUANA DE MEDIOS DE PAGO S.A.C	AVIANCA-ECUADOR S.A.	Credit Card Processing/Payment Methods	\$0.00	
916	COMPANIA PERUANA DE MEDIOS DE PAGO S.A.C	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOLICITUD DE AFILIACION AL SISTEMA VISANET PERU, 01 DIC 2016	\$0.00	
917	COMPANIA SEGUROS AMERICA SA	NICARAGUENSE DE AVIACION, SOCIEDAD ANONIMA (NICA, S.A.)	Insurance policy CVF-000279	\$0.00	
918	COMPANIA SEGUROS AMERICA SA	NICARAGUENSE DE AVIACION, SOCIEDAD ANONIMA (NICA, S.A.)	Insurance policy EIF-000319-0	\$0.00	
919	COMPASS GROUP SERVICES COLOMBIA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$270,375.00	Prepayment Agreement
920	COMPASS GROUP SERVICES COLOMBIA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.	SERVICES OF CATERING FOR EMPLOYEES	\$185,147.00	OTROSÍ N° 2 AL CONTRATO DE SUMINISTRO DE ALIMENTACIÓN PARA COLABORADORES Y TERCEROS ASOCIADOS EN EL AEROPUERTO INTERNACIONAL EL DORADO N°. 103-DC-2019.
921	COMPONENTES EL ORBE SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Mantenimeinto de infraestructura SAL	\$0.00	Reduced price of contract
922	COMPRESSED GAS ASSOCIATION INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
923	COMPUTER PRESENTATIONS AND TRAINING INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Servicio de capacitación obligatorios para pilotos	\$0.00	Reduced price 10%, and extend contract term 24 months.
924	COMSISER SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Repuestos para impresoras	\$0.00	
925	CONSULTING SPA	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$0.00	
926	COMUNICACION CELULAR S A COMCEL S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Moviles	\$0.00	Reduced price of contract
927	COMUNICACIONES IBW EL SALVADOR SA	TACA INTERNATIONAL AIRLINES S.A.	Telefonia Fija	\$0.00	Reduced price 10%, and extend contract term 24 months.
928	COMUNICAN S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
929	COMUNIDAD EDIFICIO BARROS BORGONO	AVIANCA COSTA RICA S.A.	Utilities SCL	\$0.00	
930	CONCESION PARQUE SALITRE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SPONSORSHIP	\$0.00	
931	CONCESIONARIA DO AEROPORTO INTERNA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
932	CONCESIONARIA DO AEROPORTO INTERNA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Seguridad Aeroportuaria en Brasil	\$0.00	
933	CONCURSO NACIONAL DE BELLEZA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SPONSORSHIP	\$0.00	
934	CONDOMINIO METROPOLIS SA	TACA DE HONDURAS, S.A. DE C.V.	Lease Agreement TGU	\$0.00	
935	CONDOMINIO TORRE DEL NORTE TORRE B	AVIANCA-ECUADOR S.A.	Lease Agreement GYE	\$0.00	
936	CONDOMINIO TORRES DEL NORTE - TORRE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Parking Service UIO	\$0.00	
937	Condor	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner Frankfurt	\$0.00	
938	CONDOR	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
939	CONDOR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Frankfurt	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
940	CONDOR COMUNICACIONES, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Radios	\$0.00	
941	CONFECCIONES BIG JOB S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	Reduced price 5%, and extended contract term 12 months.
942	CONFERENCIA LATINOAMERICANA DE EMPR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CLADEC MEMBERSHIP	\$0.00	
943	CONFERENCIA LATINOAMERICANA DE EMPR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRIBUTION	\$0.00	
944	CONINGENIO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Obras Menores Colombia	\$0.00	
945	CONSORCIO DE TARJETAS DOMINICANAS, S.A (CARDNET)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE AFILIACIÓN, 29 JAN 2009	\$0.00	
946	CONSUTRANS EMPRESA UNIPERSONAL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES 41-DC-2018	\$0.00	
947	CONTACTOS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
948	CONTRACTORS 911 LLC	TAMPA CARGO S.A.S.	Obras Menores MIA	\$710.00	
949	CONVERGENCE UNIFIED TECHNOLOGY SOLU	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro y mantenimiento Líneas Telefónicas MIA	\$4,609.00	
950	COOPERATIVA DE PRODUCTORES DE LECHE	AVIANCA COSTA RICA S.A.	SUMINISTRO DE LECHE	\$0.00	
951	COOPERATIVA DE TRABAJO ASOCIADO SER	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
952	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING VALLEDUPAR MC74	\$0.00	
953	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES60	\$0.00	
954	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES64	\$0.00	
955	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN VILLAVICENCIO D105	\$0.00	
956	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION AND EXPRESS COURIER SHIPPING IN VILLAVICENCIO T120	\$0.00	
957	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM &LD) T95	\$0.00	Extend contract term by 2 months
958	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM &LD) T97	\$0.00	Extend contract term by 2 months
959	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - CESAR AG152	\$0.00	
960	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - VILLAVICENCIO AG168	\$0.00	
961	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - CESAR AG153X	\$0.00	
962	COPIASA SA	TACA INTERNATIONAL AIRLINES S.A.	PROFESSIONAL SERVICES AGREEMENT	\$0.00	
963	CORDOVA BARRERA & ASOCIADOS CPA SC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Auditoria de Estados Financieros 28.01.2020	\$0.00	
964	CORDOVA BARRERA & ASOCIADOS CPA SC	AVIANCA COSTA RICA S.A.	Auditoria de Estados Financieros 28.01.2020	\$0.00	
965	CORDOVA BARRERA & ASOCIADOS CPA SC	TACA INTERNATIONAL AIRLINES S.A.	Auditoria de Estados Financieros 28.01.2020	\$0.00	
966	CORE ADVANCED GROUP SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
967	CORPORACION AMARILLO SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIASERVICIOS, S.A.; AVIATECA, S.A.	PROVISION OF SERVICES 141-DC-2018	\$0.00	
968	CORPORACION DE LA INDUSTRIA AERONAU	REGIONAL EXPRESS AMÉRICAS S.A.S.	AMD No 1 TO Agreement N° 40000246 / Signature Date 08/MAY/20	\$0.00	
969	CORPORACION DE LA INDUSTRIA AERONAU	REGIONAL EXPRESS AMÉRICAS S.A.S.	ENTRENAMIENTO DE SIMULADORES	\$0.00	
970	CORPORACION DE LA INDUSTRIA AERONAU	REGIONAL EXPRESS AMÉRICAS S.A.S.	Heavy Maintenance Agreement N° 40000246 / Signature Date 15/JAN/20	\$0.00	
971	CORPORACION DISTRIBUIDORA DE ALIMEN	AVIANCA-ECUADOR S.A.	Coffe supply (ESTE ES EL DE PUERTO RICO???)	\$0.00	
972	CORPORACION DISTRIBUIDORA DE ALIMEN	AVIANCA-ECUADOR S.A.	SUMINISTRO DE CREMA DE CAFÉ	\$0.00	
973	CORPORACION FATIMA SOCIEDAD ANONIMA	AVIASERVICIOS, S.A.	Suministro de papeleria de oficina	\$0.00	
974	CORPORACION HR SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Recolección de residuos médicos en SAL	\$0.00	Reduced price 10%, and extend contract term 24 months.
975	CORPORACION MERCANTIL SALVADOREÑA,	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE LECHE	\$0.00	
976	CORPORACION PETENERA DE TURISMO SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
977	CORSAIR	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
978	COZEN O CONNER	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Provision of Services for legal services subscribed as of april 25th, 2018 and with an undefined term (legal aeronautic counseling).	\$0.00	
979	CPAT GLOBAL LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Capacitación a tripulaciones - Cursos online	\$0.00	Reduced price 10%, and extend contract term 24 months.
980	CREDIBANCO SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER ACQUIRER	\$0.00	
981	CREDISEGURO S.A. SEGUROS PERSONALES	AVIANCA-ECUADOR S.A.	Insurance policy CRS-VIGR-081	\$0.00	
982	CREDITO, S.A	AVIANCA COSTA RICA S.A.	CONTRATO DE AFILIACIÓN, 10 JUN 2015	\$0.00	
983	CREDITO, S.A	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE AFILIACIÓN, 10 JUN 2015	\$0.00	
984	CREDOMATIC DE COSTA RICA, S.A	AVIANCA COSTA RICA S.A.	CONTRATO DE SERVICIOS PARA PROCESAMIENTO DE TRANSACCIONES DE COMERCIO ELECTRÓNICO ENTRE CREDOMATIC Y LÍNEAS AÉREAS COSTARRICENSES, S.A., 13 AUG 2015	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
985	CREDOMATIC DE EL SALVADOR, S.A DE C.V	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE SERVICIO PARA LA ACEPTACION DE PAGOS CON TARJETAS DE CRÉDITO Y DÉBITO, 17 SEP 2014	\$0.00	
986	CREDOMATIC DE EL SALVADOR, S.A. DE-CREDOMATIC DE COSTA RICA S.A.-CREDOMATIC DE HONDURAS- CREDOMATIC DE GUATEMALA S	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE ISSUANCE OF COBRANDED CREDIT AND/OR DEBIT CARDS	\$0.00	
987	CREDOMATIC DE GUATEMALA, S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE SERVICIO PARA LA ACEPTACION DE PAGOS CON TARJETAS DE CRÉDITO Y DÉBITO, 10 JUN 2015	\$0.00	
988	CREDOMATIC DE GUATEMALA, S.A	AVIANCA COSTA RICA S.A.	CONTRATO DE SERVICIO PARA LA ACEPTACION DE PAGOS CON TARJETAS DE CRÉDITO Y DÉBITO, 10 JUN 2015	\$0.00	
989	CREDOMATIC DE GUATEMALA, S.A	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE SERVICIO PARA LA ACEPTACION DE PAGOS CON TARJETAS DE CRÉDITO Y DÉBITO, 10 JUN 2015	\$0.00	
990	CREDOMATIC DE HONDURAS, S.A	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE AFILIACION PARA LA ACEPTACIÓN DE TARJETAS DE CRÉDITO, 10 JUN 2015	\$0.00	
991	CREDOMATIC DE PANAMA, S.A	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE SERVICIO PARA LA ACEPTACION DE PAGOS CON TARJETAS DE CRÉDITO Y DÉBITO, 03 SEP 2015	\$0.00	
992	CREDOMATIC DE PANAMA, S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE SERVICIO PARA LA ACEPTACION DE PAGOS CON TARJETAS DE CRÉDITO Y DÉBITO, 10 JUN 2015	\$0.00	
993	CRISOL DE LUZ S.A.	SERVICIO TERRESTRE, AEREO Y RANPA S.A.	SERVICIO DE ALIMENTACION COLABORADORES	\$0.00	
994	CRISTIAN CABRALES Y CIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING MONTERIA MC02	\$0.00	
995	CRISTIAN CABRALES Y CIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES20	\$0.00	
996	CRISTIAN CABRALES Y CIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES21	\$0.00	
997	CRISTIAN CABRALES Y CIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN MONTERIA AND SINCELEJO D94	\$0.00	Extend contract term by 2 months
998	CRISTIAN CABRALES Y CIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T101	\$0.00	Extend contract term by 10 months
999	CRISTIAN CABRALES Y CIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT AND COURIER SALE POINTS ADMINISTRATION - CORDOBA AG149	\$0.00	
1000	CRISTIAN CABRALES Y CIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - CORDOBA AG153	\$0.00	
1001	CRISTIAN CABRALES Y CIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1002	Croatia	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
1003	CROATIA AIRLINES CROATIAN AIR TRANS PORT COMPANY LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1004	CROATIA AIRLINES CROATIAN AIR TRANS PORT COMPANY LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1005	CROMA DEL ECUADOR CROMAEO S.A.	AVIANCA-ECUADOR S.A.	Limpieza de audifonos	\$0.00	
1006	CROSSRACER TRANSPORT SERVICES SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
1007	CUBANA DE AVIACION SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
1008	CUCUTA SUITES SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accomodation Agreement CUCUTA	\$0.00	
1009	CULLIGAN ARGENTINA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO BOTELLAS DE AGUA	\$0.00	
1010	CURACAO AIRPORT PARTNERS (CAP)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Contrato No. 2018/09 LA- Es una entidad gubernamental	\$650.00	
1011	CUVAL SAS	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor)	\$0.00	
1012	CXP INTERNAIONAL CORP	LATIN LOGISTICS, LLC	GROUND DISTRIBUTION OF CARGO AND COURIER	\$0.00	Contract assignment
1013	CXP INTERNAIONAL CORP	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	Contract assignment
1014	CYBERSOURCE INTERNATIONAL	TACA INTERNATIONAL AIRLINES S.A.	CYBERSOURCE PAYMENT SOLUTIONS AGREEMENT, 15 JAN 2015	\$49,620.00	Addendum to extend contract terms by 3 years
1015	CYC TRADING SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Precintos de Seguridad	\$578.00	
1016	CZECH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1017	Czech Airlines CSA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1018	DAGALCO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1019	DALLAS FORT WORTH FUEL COMPANY LLC	TACA INTERNATIONAL AIRLINES S.A.	M&O SERVICES DFW - Invoices XDFW0000005; XDFW1160125; XDFW0000099; XDFW0000053; XDFW0000147	\$42 957.00	
1020	DAMA AIRLINE CARGO MANAGEMENT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	Cargo Handling SDQ	\$0.00	Reduced price 10%, and extend contract term 24 months.
1021	DANDRES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Limpieza Paraguay	\$0.00	Reduced price 5%, and extended contract term 12 months.
1022	DANIEL ELICETCHE Y ASOCIADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
1023	DANIEL ENRIQUE GUZMAN HERNANDEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	
1024	Daniel Ortiz	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1025	DATA SAFE EL SALVADOR S.A DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Servicio de custodia de archivos	\$0.00	Reduced price 5%, and extended contract term 12 months.
1026	DATAFAST S A	AVIANCA-ECUADOR S.A.	CONTRATO DE AFILIACION DE ESTABLECIMIENTOS, 22 SEP 2017	\$0.00	
1027	DATAFAST S A	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE AFILIACION DE ESTABLECIMIENTOS, 22 SEP 2017	\$0.00	
1028	DATASAFE DE PANAMA S DE RL	TACA INTERNATIONAL AIRLINES S.A.	Manejo y Custodia de Archivo en Panamá.	\$0.00	
1029	DATUM S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Soporte exadata - Software	\$0.00	Reduced price 5%, and extended contract term 12 months.
1030	David Alemán	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1031	DBB WORLDWIDE COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 39-DC-2019	\$0.00	
1032	De Castro, Rivas & Rodríguez (DR&R Abogados y Consultores Fiscales)	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of march 10th, 2017 and with an undefined term.	\$0.00	
1033	DE UNA COLOMBIA TOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1034	DECEVAL S A	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$0.00	
1035	DELCOPE COLOMBIA S A S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.	Servicios conexos en Colombia	\$0.00	
1036	DELI INTERNACIONAL S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1037	DELI INTERNACIONAL S.A.	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1038	DELI INTERNACIONAL S.A.	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1039	DELOITTE ASESORES & CONSULTORES LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$2,932.50	
1040	DELTA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Consent to Sub-Sublease - LAA-7175	\$0.00	Premises & equipment
1041	DELTA AIR LINES, INC.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) 1998-BOG	\$0.00	
1042	DELTA AIR LINES, INC.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF 2013-CTG	\$0.00	
1043	DELTA AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner ATLANTA	\$0.00	
1044	DELTA AIRLINES INC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1045	DELTA AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED ATLANTA	\$0.00	
1046	DELTA AIRLINES SUCURSAL COLOMBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota station. Effective and valid from Jul 1st/2008	\$0.00	
1047	DENOVO ADMINISTRATIVE SERVICES LLC	AMERICA CENTRAL CORP.	PROVISION OF SERVICES	\$0.00	
1048	DENTONS CARDENAS & CARDENAS ABOGADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE PRESTACION DE SERVICIOS PROFESIONALES DE ASESORIA Marzo 18, 2021	\$5,947.62	
1049	DEPARTAMENTO DE ARCHIPIELAGO DE SAN	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro Tarjetas de entrada a a isla	\$0.00	
1050	DERIVADOS DE PAPEL Y CARTON DE CENT	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Papeleria de oficina	\$0.00	
1051	DESARROLLADORA BONANZAS DE CA SA	TACA INTERNATIONAL AIRLINES S.A.	Lease Agreement MGA	\$0.00	
1052	DESCARTES SYSTEM (USA) LLC	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1053	DESCARTES SYSTEM (USA) LLC	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1054	DESCARTES SYSTEM (USA) LLC	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1055	DESCARTES SYSTEM (USA) LLC	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1056	DESCARTES SYSTEM (USA) LLC	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1057	DESCARTES US HOLDINGS INC	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1058	DESCARTES US HOLDINGS INC DESCAR	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1059	DESCARTES US HOLDINGS INC DESCAR	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1060	DESCARTES US HOLDINGS INC DESCAR	TAMPA CARGO S.A.S.	Mensajería de aduanas	\$29,557.90	
1061	DESPEGAR COM USA INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1062	DESTINOS CIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1063	DETECTA CORP SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Máquinas de Rayos X	\$0.00	Waived debt 100%, reduced price 7% and extended contract 24 months
1064	Deutsche Bank AG New York	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ISDA 2002 Master Agreement 07.19.2017	\$0.00	
1065	Deutsche Lufthansa AG - Miles & More GmbH	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
1066	DEUTSCHE LUFTHANSA A G SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
1067	DEUTSCHE LUFTHANSA A G SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
1068	DEUTSCHE LUFTHANSA A G SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
1069	DEUTSCHE LUFTHANSA A G SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$64,395.00	
1070	DEUTSCHE LUFTHANSA AKTIENGESELLSCHA FT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA- ECUADOR S.A.	CODE SHARE FRANKFURT	\$0.00	
1071	DEUTSCHE LUFTHANSA AKTIENGESELLSCHA FT	AVIANCA COSTA RICA S.A.	CODE SHARE FRANKFURT	\$0.00	
1072	DEUTSCHE LUFTHANSA AKTIENGESELLSCHA FT	TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE FRANKFURT	\$0.00	
1073	DEVILLE HOTEIS E TURISMO LTDA	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.; AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AMERICA CENTRAL CORP.; AVIANCA COSTA RICA S.A.; AVIANCA- ECUADOR S.A.; AVIASERVICIOS, S.A.; AVIATECA, S.A.; C.R. INT L ENTERPRISES, INC.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.); SERVICIO TERRESTRE, AEREO Y RAMPA S.A.; TACA DE HONDURAS, S.A. DE C.V.; TACA DE MÉXICO, S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.; TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Accommodation Agreement GUARULHOS	\$0.00	
1074	DEWAR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	RECERTIFICACION ANUAL ESTACION DE COMBUSTIBLE	\$0.00	
1075	DHL AVIATION	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1076	DHL EXPRESS COLOMBIA S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA- ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Mensajería internacional de documentos.	\$0.00	
1077	DHL GLOBAL FORWARDING (BRAZIL)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1078	DHL GLOBAL FORWARDING NICARAGUA, SA	TACA INTERNATIONAL AIRLINES S.A.	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Canadá para Comex&Log AV	\$0.00	
1079	DIAGEO COLOMBIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COOPERATION 67-DC-2017	\$48,572.36	
1080	Diana Calixto	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1081	Diana Camacho	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1082	Diana Rivas	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1083	DIEGO AQUILES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 7-DC-2018	\$0.00	
1084	DIFETRAVEL COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1085	DILER DE HONDURAS, S DE R.L.	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Suministro de Papelería de oficina	\$0.00	Reduced price 5%, and extended contract term 12 months.
1086	DIMAMEC LTDA	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	Reduced price 10%, and extend contract term 24 months.
1087	DINADEC SA	AVIANCA-ECUADOR S.A.	Suministro de cerveza Ecuador	\$0.00	
1088	DINERS CLUB DEL ECUADOR S.A SOCIEDAD FINANCIERA, INTERDIN S.A EMISORA Y ADMINISTRADORA DE TARJETAS DE CREDITO and BANCO PICHINCHA C.A	TACA INTERNATIONAL AIRLINES S.A.	ADENDUM AL CONTRATO DE AFILIACIÓN DE ESTABLECIMIENTOS, 18 NOV 2010	\$0.00	
1089	DINERS CLUB DEL ECUADOR S.A SOCIEDAD FINANCIERA, INTERDIN S.A EMISORA Y ADMINISTRADORA DE TARJETAS DE CREDITO and BANCO PICHINCHA C.A	AVIANCA-ECUADOR S.A.	CONTRATO MERCANTIL DE AFILIACION DE ESTABLECIMIENTOS, 04 MAY 2012	\$0.00	
1090	DINERS CLUB INTERNATIONAL LTD.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AIR CARRIER AGREEMENT TERMS AND CONDITIONS, 01 SEP 2008	\$0.00	
1091	DINERS CLUB PERU, S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE AFILIACION, 19 MAY 1987	\$0.00	
1092	DIPLOMAT EMBAJADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1093	DIPLOMAT WYNDHAM BOGOTA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement BOGOTA	\$0.00	Reduced price 5%, and extended contract term 12 months.

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1094	DIPO SA	AVIANCA COSTA RICA S.A.	SUMINISTRO DE JUGOS	\$0.00	
1095	DIPSA FOOD ENERGY REPRESENTACIONES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de barras de cereal	\$0.00	
1096	DIRECCION GENERAL DE AERONAUTICA CI	AVIASERVICIOS, S.A.	Licencia operaci3n de vehiculos	\$0.00	
1097	DIRECCION GENERAL DE AERONAUTICA CI	AVIATECA S.A.	Recolecti3n de basuras Aeropuerto	\$0.00	
1098	DIRECCI3N NACIONAL DE AERONAUTICA CIVIL - DINAC	TAMPA CARGO S.A.S.	Ramp Services (Freight Fly) ASU	\$0.00	
1099	DIRECCI3N NACIONAL DE AERONAUTICA CIVIL - DINAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Ramp Services ASU	\$0.00	
1100	DIRECT AIRLINE SERVICES CES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (WHEELCHAIRS FLL)	\$0.00	Reduced price 5%, and extended contract term 12 months.
1101	DIRECTV COLOMBIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COOPERATION	\$0.00	
1102	DISCOVER CARD SERVICES INC.	AVIANCA, INC.	AIR CARRIER AGREEMENT TERMS AND CONDITIONS, 02 FEB 1995	\$0.00	
1103	DISCOVER CARD SERVICES INC.	TACA INTERNATIONAL AIRLINES S.A.	MERCHANT SERVICES AIRLINE AGREEMENT, 06 OCT 1992	\$0.00	
1104	DISTRIBUCION Y TRANSPORTE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (LD) T107	\$0.00	Extend contract term by 2 months
1105	DISTRIBUCION Y TRANSPORTE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (LD) T94	\$0.00	Extend contract term by 2 months
1106	DISTRIBUCION Y TRANSPORTE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T98	\$0.00	Extend contract term by 2 months
1107	DISTRIBUIDORA JALAPENA, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Suministro de agua servicio abordo	\$0.00	
1108	DISTRIBUIDORA LA FLORIDA S.A.	AVIANCA COSTA RICA S.A.	Suministro de cerveza SJO	\$0.00	
1109	DLA PIPER MARTINEZ BELTRAN ABOGADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Legal services subscribed as of january 20th, 2020 and with an undefined term (the term is active until the process is finished).	\$19,019.28	
1110	DNATA CATERING UK LIMITED	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICES OF CATERING	\$14,902.60	Waived 80% pre petition debt and payment terms
1111	DOBLEVIA TRANSPORTE SA	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 79-DC-2018	\$0.00	
1112	DOHOP EHF	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Virtual interlining	\$0.00	
1113	DOMESA NV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte de valores o efectivo necesario en Aruba	\$0.00	Reduced price 5%, and extended contract term 12 months.
1114	DONNELLEY FINANCIAL LLC	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$5,769.50	
1115	DONUCAFE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1116	DONUCOL S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1117	DONUCOL S A	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1118	DONUCOL S A	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1119	DONUCOL S A	REGIONAL EXPRESS AMERICAS S.A.S.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1120	DONUCOL S A	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1121	DONUFIR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1122	DONUFIR SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1123	DONUFIR SAS	AVIANCA COSTA RICA S.A.	SERVICIO DE PAX CONTINGENCIA	\$0.00	
1124	DONUFIR SAS	AVIANCA-ECUADOR S.A.	SERVICIO DE PAX CONTINGENCIA	\$0.00	
1125	DONUTS DE OCCIDENTE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1126	DONVELA INVESTMENT SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	SERVICIO DE TRADUCCIONES OFICIALES	\$0.00	Reduced price 5%, and extended contract term 12 months.
1127	DORI PAMELA	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
1128	DORYS LOPEZ COMPANIA S EN C	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1129	DOUBLEDAY ACQUISITIONS LLC DBA CSAFE GLOBAL	TAMPA CARGO S.A.S.	NDA	\$0.00	
1130	DRACONIS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Recolecti3n de residuos aeronaves	\$0.00	
1131	Dragon Air	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1132	DRAGON LOGISTICS CORP.	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	GSA	\$0.00	
1133	DRAGON OIL SERVICES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Limpieza de c3rreos BOG y RNG	\$0.00	Reduced price 10%, and extend contract term 24 months.
1134	DRY CLEANING MARTINIZING SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
1135	DRYPERS ANDINA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insumos higienicos Servicio a bordo Colombia	\$0.00	
1136	DTI SOFTWARE INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	IFE -SUPPLY OF INFLIGHT ENTERTAINMENT SOFTWARE	\$45,634.63	Waived 75% pre petition debt, payment terms, updated rates and extended contract for 12 months
1137	E Y V INGENIERIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONSULTORIA LEVANTAMIENTO OBSTACULOS	\$0.00	
1138	EAGLE AVIATION SERVICES SA DE CV	AVIANCA COSTA RICA S.A.	Operational Agent MEX- CUN	\$0.00	Reduced price 5%, and extended contract term 12 months.
1139	EAST CONTINENTAL SUPPLIES LLC	TAMPA CARGO S.A.S.	PROFESSIONAL SERVICES AGREEMENT	\$0.00	
1140	EASY TAXI PERU S.A.C.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1141	ECO MENSAJERIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mensajería doméstica de documentos en República Dominicana.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1142	ECOLCIN S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	
1143	ECOLEGAL CONSULTORES LIMITADA	AVIANCA COSTA RICA S.A.	SERVICIO DE CONSULTORIA PARA MATRIZ REQUISITOS AMBIENTALES	\$0.00	
1144	ECONCILIADOR LUXENBOURG HOLDINGS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services subscribed as of January 14th, 2014 until January 13th, 2015, with automatic renewal for periods of one year.	\$0.00	
1145	ECS LATAM SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OPERADOR BANCARIO	\$0.00	
1146	ECSA OPERADORA EL SALVADOR SOCIEDAD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
1147	ED GAR SOCIEDAD ANONIMA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Papelería de oficina	\$0.00	
1148	EDGAR DEVIA GARCIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Bolsas Servicio abordo Colombia	\$0.00	
1149	EDGAR JAVIER TAPIA MELO	AVIANCA-ECUADOR S.A.	Instalación y Mantenimiento del Sistema contra incendio Ecuador.	\$0.00	
1150	EDGARDO MAURICIO DIAZ BORELLY	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1151	EDICOMUNICACIONES MEXICO SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TACA S.A.; TAMPA CARGO S.A.S.	FACTURACION ELECTRONICA	\$18,199.79	
1152	EDILMA RODRIGUEZ PULIDO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PARA TRIPULACION NAL	\$0.00	
1153	EDILMA RODRIGUEZ PULIDO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1154	EDITORA EL MUNDO, S.A.	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
1155	Eduardo Mendoza	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1156	Edwin Novoa	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1157	E-EXPLORA.COM SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1158	EF EDUCATION FIRST LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ENTRENAMIENTO INGLES PERSONAL	\$0.00	
1159	EFI LOGISTICS S.A DE CV	TACA INTERNATIONAL AIRLINES S.A.	Operación Logística de materiales Servicio abordo - El Salvador.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1160	EFI LOGISTICS SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	STORAGE AND ADMINISTRATION	\$0.00	
1161	Efraín Hurtado	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1162	EGYPTAIR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1163	EGYPTAIR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1164	EL AL ISRAEL AIRLINES L.T.D	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1165	EL AL ISRAEL AIRLINES L.T.D	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1166	EL AL ISRAEL AIRLINES L.T.D	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1167	EL AL ISRAEL AIRLINES L.T.D	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
1168	EL AL ISRAEL AIRLINES LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1169	EL CLAN VIAJES Y TURISMO LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1170	EL DORADO INVESTMENTS SUCURSAL COLOMBIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Acomodation Agreement BOGOTA	\$0.00	
1171	EL ROBLES SEGUROS Y FIANZAS SA	AVIATECA, S.A.	Insurance policy 1002017	\$0.00	
1172	ELAVON FINANCIAL SERVICES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	SIGNATORY AGREEMENT, 14 JAN 2014	\$0.00	
1173	ELAVON FINANCIAL SERVICES DAC (U.K BRANCH), U.S BANK CANADA, ELAVON CANADA ; GLOBAL COLLECT SERVICES B.V; GLOBAL COLLECT B.V	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Card Not Present Card Processing Agreement dated as of April 28, 2017	\$0.00	
1174	ELIAS ABRAHAM	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1175	ELI-PARK	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE CONTRACT	\$0.00	
1176	ELITURS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1177	Elizabeth Rivera	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1178	EMBOTELLADORA CENTRAL SA	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE COCA-COLA	\$0.00	
1179	EMBOTELLADORA DE SULA SA	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE BOTELLAS DE AGUA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1180	EMBRAER - EMPRESA BRASILEIRA DE AER	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
1181	Emilio Chacón	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1182	EMIRATES AIRLINE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1183	EMIRATES AIRLINE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1184	EMIRATES AIRLINE	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1185	EMIRATES AIRLINE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
1186	EMIRATES AIRLINE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1187	EMPAQOL INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1188	EMPAQUES BELEN SA	AVIANCA COSTA RICA S.A.	PROVISION OF SERVICES	\$0.00	
1189	EMPRESA ADMINISTRADORA DE AEROPUERT	TACA INTERNATIONAL AIRLINES S.A.	GROUND FUEL MGA	\$0.00	
1190	EMPRESA AÉREA DE SERVICIOS Y FACILITACIÓN LOGÍSTICA INTEGRAL S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	COMMERCIAL CONTRACT CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA ANEXO B - LUGARES, SERVICIOS CONTRATADOS Y TARIFAS-PPN	\$0.00	
1191	EMPRESA DE TELECOMUNICACIONES DE BU	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Telefonia fija	\$202.87	
1192	EMPRESA DE TRANSPORTE DE VALORES - E.T.V. S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte de valores o efectivo necesario en Bolivia	\$0.00	
1193	EMPRESA NACIONAL DE CHEQUES M	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
1194	EMPRESA PUBLICA DE HIDROCARBUROS DE	AVIANCA-ECUADOR S.A.	FUEL SUPPLY ECUADOR	\$0.00	
1195	EMPRESA PUBLICA DE HIDROCARBUROS DE	TACA INTERNATIONAL AIRLINES S.A.	FUEL SUPPLY ECUADOR	\$0.00	
1196	EMPRESA PUBLICA DE HIDROCARBUROS DE	TAMPA CARGO S.A.S.	FUEL SUPPLY ECUADOR	\$0.00	
1197	EMPRESA PUBLICA DE HIDROCARBUROS DE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FUEL SUPPLY ECUADOR	\$0.00	
1198	EMPRESARIALES S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 161-DC-2017	\$0.00	
1199	EMPRESARIALES S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	
1200	EMPRESAS BERTHIER EBI DE COSTA RICA	AVIANCA COSTA RICA S.A.	Recolección de Basuras Star y Uruca	\$0.00	
1201	Enel Distribución Chile S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Utilities SCL	\$0.00	
1202	ENERGIZAR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.	GENERAL AGREEMENT 12105028	\$0.00	Extended contracts 12 months
1203	Enrique Alvarez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
1204	ENTREGAS ESPECIALES S.A.	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES No. 47-DC-2017	\$10,425.10	Waived 30% pre-petition debt and Payment Terms
1205	EOLA POWER LLC	AVIANCA, INC.	Mantenimiento de UPS MIA	\$0.00	Reduced price 10%, and extend contract term 24 months.
1206	EQUIPOS DE SALUD OCUPACIONAL S	SERVICIO TERRESTRE, AEREO Y RAMPA S.A.	Suministro de EPPS - Costa Rica	\$0.00	Reduced price 5%, and extended contract term 12 months.
1207	EQUIRENT SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TAMPA CARGO S.A.S.	Renta de vehiculos Colombia	\$0.00	
1208	Egyptair Airlines Company	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
1209	ERGOSS LOGICIELS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Software de seguridad operacional	\$0.00	
1210	ESCAPAR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	Servicio de Metabuscar	\$0.00	
1211	ESCOBAR OSPINA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1212	ESEBESA S.A. DE C.V	TACA INTERNATIONAL AIRLINES S.A.	Servicio de servicio de agua potable	\$0.00	
1213	ESGUERRA ASESORES JURIDICOS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1214	ESTRELLA ANDINA SAS	AVIANCA COSTA RICA S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1215	ESTRELLA ANDINA SAS	AVIANCA-ECUADOR S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1216	ESTRELLA ANDINA SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1217	ESTRELLA ANDINA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1218	ESTUDIO PIÑEIRO Y ORSELLI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Auditoria de Estados 20.01.2020	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1219	ESTUDIO PINEIRO Y ORSELLI	AVIANCA COSTA RICA S.A.	Auditoria de Estados 20.01.2020	\$0.00	
1220	ESTUDIO PINEIRO Y ORSELLI	TAMPA CARGO S.A.S.	Auditoria de Estados 20.01.2020	\$0.00	
1221	ETHIOPIAN AIRLINES ENTERPRISE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1222	ETHIOPIAN AIRLINES ENTERPRISE	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1223	ETHIOPIAN AIRLINES ENTERPRISE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
1224	ETHIOPIAN AIRLINES ENTERPRISE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1225	Ethiopian Airlines Group (ShebaMiles Program)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
1226	ETIHAD AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	CODE SHARE ABU DHABI	\$0.00	
1227	ETIHAD AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1228	ETIHAD AIRWAYS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1229	ETIHAD AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
1230	ETIHAD AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1231	ETILABEL INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de etiquetas operativas	\$0.00	Reduced price 10%, and extend contract term 24 months.
1232	EULEN CHILE SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento Correctivo y Fumigación Chile -	\$0.00	
1233	EUROCON LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement DORAL	\$0.00	Reduced price 5%, and extended contract term 12 months.
1234	EUROCONTINENTES AGENCIA D	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1235	EUROPEAN CARGO SERVICES	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN AUSTRIA AND FRANCE	\$0.00	
1236	EUROWINGS GMBH	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
1237	EUROWINGS GMBH	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1238	EUROWINGS GMBH	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	
1239	Eva Airways Corporation	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
1240	EVA AIRWAYS CORPORATION	TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE TAIWAN	\$0.00	
1241	EVA AIRWAYS CORPORATION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1242	EVA AIRWAYS CORPORATION	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1243	EVA AIRWAYS CORPORATION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
1244	EVA AIRWAYS CORPORATION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1245	EVERFIT SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	Dotación corporativa	\$0.00	Extended contract until Dec 2024
1246	EVERFIT SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 117DC-2019	\$0.00	Extended contract until Dec 2024
1247	EVERFIT SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 28DC-2017	\$0.00	Extended contract until Dec 2024

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1248	EVERFIT SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 56DC-2018	\$0.00	Extended contract until Dec 2024
1249	EVERFIT SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 81DC-2018	\$0.00	Extended contract until Dec 2024
1250	EXCO, S.A DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Papeleria de oficina	\$0.00	
1251	EXCURSIONES AMISTAD SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1252	EXCURSIONES TURISTICAS EXTUR L'ALIANXA LIMITADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1253	EXITO VIAJES Y TURISMO SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1254	EXPERTOS SEGURIDAD LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Seguridad de Aeropuertos	\$0.00	
1255	EXPERTS TECHNOLOGY SAS	TAMPA CARGO S.A.S.	Mantenimiento ascensores COL	\$0.00	Reduced price 5%, and extended contract term 12 months.
1256	EXPRECO S DE RL	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Equipajes Honduras	\$0.00	
1257	EXPRESO VIAJES Y TURISMO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1258	EXYWORK SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de sellos	\$0.00	
1259	F24 SERVICIOS DE COMUNICACION SL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Base para la notificación, activación y administración de las crisis y emergencias aéreas de AVH	\$0.00	
1260	FABRICA DE ALIMENTOS PROCESADOS VEN	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1261	FABRICA DE LICORES Y ALCOHOLES DE ANTIOQUIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COOPERATION 68-DC-2017	\$1,187.56	
1262	FACEBOOK IRELAND LIMITED	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.	NDA	\$308,000.00	
1263	FACTOR DIGITAL TR3S CA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 09-DC-2017	\$0.00	Reduced price 10%, and extend contract term 24 months.
1264	FADEVESA LTDA FABRICA DE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE PAPEL ALUMINIO	\$0.00	
1265	FAGAVI SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Insumos de Limpieza de El Salvador	\$0.00	Reduced price 5%, and extended contract term 12 months.
1266	FALCON AIRPORT SERVICES LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (WHEELCHAIRS MCO) 95-DC-2019	\$5,324.00	
1267	FANTURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1268	FAST COLLECTION & DELIVERY SERVICES	TAMPA CARGO S.A.S.	Cargo Handling AUA	\$0.00	Reduced price 10%, and extend contract term 24 months.
1269	FAST COLOMBIA S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	COMMERCIAL CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA ANEXO B - LUGARES, SERVICIOS CONTRATADOS Y TARIFAS-BOG	\$0.00	
1270	FAST COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at BOG,BAQ,CTC,SMR,RCH,PELLET,CUC,BGA ,CLO,MTR stations. Effective and valid from Mar/1st/2020	\$0.00	
1271	FAST DELIVERY SERVICES N.V.	AVIANCA-ECUADOR S.A.	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Aruba para Comex&Log AV.	\$0.00	Reduced price 10%, and extend contract term 24 months.
1272	FAST GARAGE DOOR CORP	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1273	FAST MAIL SOCIEDAD ANONIMA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FRANCHISE AVX FR 907	\$0.00	
1274	FAST MAIL SOCIEDAD ANONIMA	LATIN LOGISTICS, LLC	FRANCHISE AVX FR820	\$0.00	
1275	FEDERACION COLOMBIANA DE FUTBOL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SPONSORSHIP	\$0.00	
1276	FEDERAL EXPRESS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) esencial necesarios en USA.	\$0.00	
1277	FEDERAL EXPRESS CORPORATION	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1278	FEDEX FREIGHT INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicios agencia de carga necesarios en USA	\$0.00	
1279	FEELING THE WORLD SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1280	Felipe Cruz	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1281	Felipe Gómez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1282	Fernando Antonio Lara Villatoro	AVIANCA HOLDINGS S.A.	Employment Agreement	\$0.00	
1283	FERRERE ABOGADOS	AVIANCA HOLDINGS S.A.; AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of october 30th, 2017 and with an undefined term (legal aeronautic counseling).	\$0.00	
1284	FERRERE ABOGADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of august 8th, 2019 with an undefined term. (labor law)	\$0.00	
1285	FERRERE ABOGADOS ECUADOR FEREC S.A.	AVIANCA-ECUADOR S.A.	Provision of Services for legal services subscribed as of december 30th, 2019 and with an undefined term (the term is active until the process is finished).	\$0.00	
1286	FERRERE ABOGADOS ECUADOR FEREC S.A.	AVIANCA-ECUADOR S.A.	Provision of Services for legal services subscribed as of december 30th, 2019 and with an undefined term (the term is active until the process is finished).	\$0.00	
1287	FERRERERIA HERRAMIENTAS Y LAMINAS S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Herramientas de Iluminacion	\$0.00	
1288	FERRERERIA HERRAMIENTAS Y LAMINAS S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Herramientas de lubricacion	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1289	FERVA DEL NORTE SA	SERVICIO TERRESTRE, AEREO Y RAMPAS S.A.	Insumos de Limpieza Costa Rica	\$0.00	
1290	FESTIVAL TOURS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1291	FICOMSA TARJETAS NICARAGUA SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.	CONTRATO DE AFILIACIÓN A SERVICIOS DE ADQUIRENCIA 13 AUG 2019	\$0.00	
1292	FID CTA ING FID AIJS 3045	AVIANCA COSTA RICA S.A.	Multas derrame en Rampa	\$0.00	
1293	FIDEICOMISO 62 550 11	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement MONTEVIDEO	\$0.00	
1294	FIDEICOMISO G H BOGOTA - FIDUBOGOTA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1295	FIDELITY INVERSIONES SOCIEDAD ANONI	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	Reduced price 10%, and extend contract term 24 months.
1296	FIDUCIARIA BANCOLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	F-1528 PARTE I SOLICITUD DE AFILIACIÓN A ACEPTACIÓN DE PAGOS BANCOLOMBIA S.A., 19 SEP 2019	\$0.00	
1297	FIGURETTI S.A.	AVIANCA-ECUADOR S.A.	Supply of glasses	\$0.00	
1298	FILSTORAGE SA	AVIANCA-ECUADOR S.A.	Manejo y Custodia de Archivo	\$0.00	
1299	FINEX AUDIT SC	AVIANCA COSTA RICA S.A.	Auditoria de Estados Financieros 17.01.2020	\$0.00	
1300	FINEX AUDIT SC	AVIANCA-ECUADOR S.A.	Auditoria de Estados Financieros 17.01.2020	\$0.00	
1301	FINEX AUDIT SC	TACA INTERNATIONAL AIRLINES S.A.	Auditoria de Estados Financieros 17.01.2020	\$0.00	
1302	Finnair	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1303	FINNAIR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1304	FINNAIR AIRLINES LIMITED	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1305	FIRST IN SERVICE COLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1306	FIRSTDATA ARGENTINA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ALTA O MODIFICACIÓN DE COMERCIO	\$0.00	
1307	FIRSTDATA URUGUAY	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Credit Card Processing/Payment Methods	\$0.00	
1308	FLASH EXPRESSO SERVICES LLC	LATIN LOGISTICS, LLC	AGENCY - AG105 Regular Agency Agreement	\$0.00	
1309	FLEX PANAMA INC	LATIN LOGISTICS, LLC	FRANCHISE AVX D01	\$0.00	
1310	FLEX PANAMA INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FRANCHISE AVX FR 912	\$0.00	
1311	FLEX PANAMA INC	LATIN LOGISTICS, LLC	FRANCHISE AVX FR 912	\$0.00	
1312	FLEX PANAMA INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FRANCHISE D01	\$0.00	
1313	FLIGHT SAFETY FOUNDATION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1314	FLUIDSIGNAL GROUP SA; FLUID ATTACKS INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Pruebas de seguridad	\$0.00	Reduced price 10%, and extend contract term 24 months.
1315	FLUKE CORPORATION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE COACHING	\$564.00	
1316	FLYDUBAI	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1317	FLYING FOOD GROUP LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 31 DC 2020	\$306,936.00	Waived 10% pre petition debt and payment terms.
1318	FLYUS MARKETING LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
1319	FOMATOURS EU	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1320	FORWARD AIR	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1321	FORWARD AIR INC.	TAMPA CARGO S.A.S.	Transporte terrestre interestatal de carga	\$149,107.00	Waived 33% pre-petition and Payment Terms
1322	FRAMIKA SERVICE SAC	TAMPA CARGO S.A.S.	Cloud Maintenance Service	\$0.00	
1323	FRAMIKA SERVICE SAC	TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
1324	FRANCISCO EMIRO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1325	FRANQUICIAS ALIMENTARIAS SA	AVIANCA COSTA RICA S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$70.12	
1326	FRANQUICIAS ALIMENTARIAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1327	FRANQUICIAS Y CONCESIONES SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1328	FRANQUICIAS Y CONCESIONES SAS	AVIANCA COSTA RICA S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1329	FRANQUICIAS Y CONCESIONES SAS	AVIANCA-ECUADOR S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1330	FRANQUICIAS Y CONCESIONES SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1331	FRAPORT BRASIL S.A AEROPORTO DE POR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1332	Frederico Miguel Preza Pedreira Elias da Costa	AVIANCA HOLDINGS S.A.	Contrato de Trabajo a Termin Indefinido Con Salario Integral	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1333	Frederico Miguel Preza Pedreira Elias da Costa	AVIANCA HOLDINGS S.A.	Professional Services Master Agreement	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to the Counterparty, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to the Counterparty, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
1334	FREIDENBERG, FREIDENBERG & LIFSIC ABOGADOS	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of october 24th, 2017 and with an undefined term (legal aeronautic counseling).	\$0.00	
1335	FREY ALBERTO ZAMORA CALDERON	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1336	FRIO AEREO ASOCIACION CIVIL	TAMPA CARGO S.A.S.	Warehouse services LIM	\$0.00	
1337	FROSCH COLOMBIA S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1338	FTI CONSULTING INC	AVIANCA HOLDINGS S.A.	Provision of services	\$0.00	
1339	FULLPACKING SA	AVIANCA-ECUADOR S.A.	Suministro de Air sickbag	\$0.00	Reduced price 10%, and extend contract term 24 months.
1340	FULLPACKING SA	AVIANCA-ECUADOR S.A.	Suministro guantes de nitrilo	\$0.00	Reduced price 10% and extend contract term 24 months.
1341	FUMIGACIONES 24 HORAS LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Fumigación Archivo Colombia	\$0.00	
1342	FUMIGACIONES TKC S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	Reduced price 5%, and extended contract term 12 months.
1343	FUMIGADORA PROFESIONAL TN SOCIEDAD	AVIANCA COSTA RICA S.A.	Fumigación de Aeronaves Costa Rica	\$0.00	Reduced price 10%, and extend contract term 24 months.
1344	FUNDACION CENTRO GUATEMALTECO DE PR	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE CONSULTORIA PARA MATRIZ REQUISITOS AMBIENTALES	\$0.00	
1345	FUNES DE RIOJA Y ASOCIADOS G Y A CONSTRUCTORES SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
1346		TACA INTERNATIONAL AIRLINES S.A.	Obras Menoras SAL	\$0.00	
1347	Gabriel Oliva	AVIANCA HOLDINGS S.A.; TAMPA CARGO LOGISTICS, INC.	Employment Agreement	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to Mr. Neuhauser, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to Mr. Neuhauser, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
1348	GABRIEL ORTIZ Y CIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1349	Gabriel Serrano	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for Project Sunrise	\$0.00	
1350	GALAVANTA TRAVEL SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1351	GALLOWAY OFFICE SUPPLY INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1352	GALLOWAY OFFICE SUPPLY INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Papelería de oficina	\$0.00	Reduced price 5%, and extended contract term 12 months.
1353	GALVEZ, RISSO, ZEGARRA AND ASOCIADO	AVIANCA-ECUADOR S.A.	Provision of Services for legal services subscribed as of January 27th, 2019 and with an undefined term (the term is active until the process is finished).	\$0.00	
1354	Garuda Indonesia	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
1355	GASEOSAS POSADA TOBON S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 283 DC 2017	\$0.00	
1356	Gastón Arcaí	AVIANCA COSTA RICA S.A.	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1357	GASTRONOMIA ITALIANA EN COLOMBIA SAS	AVIANCA COSTA RICA S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1358	GASTRONOMIA ITALIANA EN COLOMBIA SAS	AVIANCA-ECUADOR S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1359	GASTRONOMIA ITALIANA EN COLOMBIA SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1360	GASTRONOMIA ITALIANA EN COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1361	GASTRONOMIA NANKA PERU SAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
1362	GASTRONOMIA NANKA PERU SAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
1363	GATE GOURMET INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICES OF CATERING	\$0.00	Waived 100% pretetition debt and Updated rates
1364	GATE GOURMET LTDA- GATE GOURMET INC - GATE GOURMET SPAIN SL- GATE GOURMET & MAASA MEXICO S A P I - GATE GOURMET PERU SRL- GATE GOURMET ARGENTINA SRL- GATE GOURMET ARGENTINA SRL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMERICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICES OF CATERING	\$0.00	Waived 100% pretetition debt and Updated rates
1365	GBG HOLDINGS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 601260123	\$0.00	
1366	GBG HOLDINGS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 604853649	\$0.00	
1367	GBG HOLDINGS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 604853753	\$0.00	
1368	GBG HOLDINGS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 604854132	\$0.00	
1369	GBT TRAVEL SERVICES COLOM	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1370	GBT US III LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1371	GBT A - Global Business Travel Association, Inc.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Sponsorship contract	\$0.00	
1372	GEMA TOURS SA SUCURSAL SAN ANDRES Y	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1373	GENERAL AIR SERVICES GSA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	GCSA (general cargo sales agent) 01.06.2011	\$0.00	
1374	GENERAL AIR, S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling GYE	\$0.00	
1375	GENERAL AIRLINE SERVICES SL	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN SPAIN	\$0.00	
1376	GEOCYCLE EL SALVADOR SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Recoleccion de residuos SAL	\$0.00	Reduced price 5%, and extended contract term 12 months.
1377	GEOCYCLE LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Recoleccion de residuos Colombia	\$0.00	Reduced price 5%, and extended contract term 12 months.
1378	GESTION DE RIESGO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1379	GESTION INTEGRAL Y PREVENCIÓN DE RI	AVIATECA, S.A.	Pruebas de alcohol y drogas	\$0.00	
1380	GESTIVALOR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1381	GESTORES TALENTO HUMANO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PRUEBAS PSICOLOGICAS	\$0.00	
1382	GETCOM COLOMBIA SAS	LATIN LOGISTICS, LLC	Prestación de servicios contact center 18.11.2018 - Contrato Marco de Prestación de Servicios de Contact center celebrado entre Aerovias del Continente Americano S.A. Avianca, Latin Logistics LLC, y Getcom Colombia S.A.S.	\$0.00	Payment terms, as provided in the agreement entitled "Acuerdo de Condiciones Temporales" with Aerovias del Continente Americano S.A. Avianca and its subsidiaries Taca International Airlines S.A., Avianca Costa Rica S.A., Avianca Ecuador S.A., Tampa Cargo S.A.S., and Latin Logistics LLC, dated as of July 15, 2020 (the "ACT Contract")
1383	GETCOM COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Prestación de servicios contact center 18.11.2018 - Contrato Marco Contact Center celebrado entre Getcom Colombia S.A.S y Avianca S.A., Taca International Airlines S.A., Avianca Costa Rica S.A. (Antes Lacs), Avianca Ecuador S.A. (Antes Aerogal) y Tampa Cargo S.A.	\$0.00	Payment terms, as provided in the ACT Contract
1384	GETCOM INTERNATIONAL SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Prestación de servicios contact center 14.11.2018 - Contrato Marco Contact center celebrado entre Getcom Internacional S.A de CV y Avianca S.A., Taca International Airlines S.A., Avianca Costa Rica S.A. (Antes Lacs), Avianca Ecuador S.A. (Antes Aerogal) y Tampa Cargo S.A.	\$1,510,470.00	Payment terms, as provided in the ACT Contract
1385	GETCOM SERVICIOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; LATIN LOGISTICS, LLC	Prestación de servicios contact center 18.11.2018 - Contrato Marco Contact center celebrado entre Getcom Servicios SAS y Avianca S.A., Taca International Airlines S.A., Avianca Costa Rica S.A. (Antes Lacs), Avianca Ecuador S.A. (Antes Aerogal) y Tampa Cargo S.A.S	\$0.00	Payment terms, as provided in the ACT Contract
1386	GETCOM SERVICIOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Prestación de servicios contact center y servicios BPO 18.11.2018	\$0.00	Payment terms, as provided in the ACT Contract
1387	GILBERTO MORA GONZALEZ	TAMPA CARGO S.A.S.	NDA	\$0.00	
1388	Gina Fonseca	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1389	Giovanny Bohorquez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1390	GIRAG PANAMA S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA S.A.; TAMPA CARGOS S.A.S.	Line maintenance Agreement for PTY station. Date of agreement September 1st 2010	\$0.00	
1391	GIRAG PANAMA S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	RAMP SERVICE PTY	\$0.00	2 year extension, waive of the PPD and 5% discount
1392	GIRAG PANAMA S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Ramp Services PTY	\$0.00	
1393	GIRAMUNDO S.A.S.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1394	GIRATUR SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1395	GLADYS MARIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Food for pax compensation	\$0.00	
1396	GLOBAL AIR SERVICE NICARAGUA SOCIED	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	CARGO GROUND TRANSPORTATION AGREEMENT	\$0.00	
1397	GLOBAL AVIATION INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (PAX YYZ)	\$0.00	
1398	GLOBAL CARGO ALLIANCE CORP	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1399	GLOBAL COLLECT SERVICES B	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	FRAMEWORK AGREEMENT, 10 JAN 2017	\$0.00	
1400	GLOBAL COLLECT SERVICES B.V., GLOBAL COLLECT B.V.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER PAYMENT SOLUTION	\$0.00	
1401	GLOBAL COLLECT SERVICES B.V., GLOBAL COLLECT B.V.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER PAYMENT SOLUTION	\$0.00	
1402	GLOBAL COLLECT SERVICES B.V., GLOBAL COLLECT B.V.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER PAYMENT SOLUTION	\$0.00	
1403	GLOBAL COLLECT SERVICES B.V., GLOBAL COLLECT B.V.	AVIANCA COSTA RICA S.A.	SERVICE PROVIDER PAYMENT SOLUTION	\$0.00	
1404	GLOBAL COLLECT SERVICES B.V., GLOBAL COLLECT B.V.	AVIANCA COSTA RICA S.A.	SERVICE PROVIDER PAYMENT SOLUTION	\$0.00	
1405	GLOBAL COLLECT SERVICES B.V., GLOBAL COLLECT B.V.	TACA INTERNATIONAL AIRLINES S.A.	SERVICE PROVIDER PAYMENT SOLUTION	\$0.00	
1406	GLOBAL COMMUNICATIONS EL SALVADOR	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE TELEFONIA FIJA	\$0.00	Reduced price 5%, and extended contract term 12 months.
1407	GLORIA CECILIA BOHORQUEZ ZULETA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PARA TRIPULACION NAL	\$0.00	
1408	GLORIA STHER ESCOBAR PEÑA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1409	GLORIA STHER ESCOBAR PEÑA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PARA TRIPULACION NAL	\$0.00	
1410	GMD AIRLINE SERVICE INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Ramp and passanger services SJO	\$75,900.00	Waived 45% pre-petition debt payment terms, 2 years extention
1411	GMD AIRLINE SERVICE INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.	Seguridad Aeroporturia Puerto Rico AGENCY - AG107 Multibrand Agency Agreement	\$128,144.00	Extended contract period 36 month
1412	GOALBOX LLC	LATIN LOGISTICS, LLC		\$0.00	
1413	GODDARD CATERING GROUP CAYMAN LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICES OF CATERING	\$0.00	
1414	GOL LINHAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	CODE SHARE RIO DE JANUARVEIRO	\$0.00	
1415	GOL LINHAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
1416	GOL LINHAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
1417	GOL LINHAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
1418	GOLD EAGLE TRANSPORTATION INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1419	GOMEZ PINZON ZULETA ABOGADOS S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of march 1st, 2020 with an undefined term.	\$0.00	
1420	GONZALEZ MATIAS ALEJANDRO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mensajería doméstica de documentos en Argentina.	\$0.00	
1421	GOODRICH CORPORATION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Aircraft component repair services A318/A319/A320 CEO Charge per Aircraft Landing Agreement (13ATA320)	\$0.00	
1422	GOODRICH MESSIER INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Aircraft component repair services A321 Charge Per Aircraft Landing Agreement (16WBATA321)	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1423	GOODRICH MESSIER INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Wheels and Brakes Maintenance contract for A330 fleet Feb 2018	\$0.00	
1424	Google INC	TACA INTERNATIONAL AIRLINES S.A.	Acuerdo de Servicio de Google Advertising 100000000063020	\$0.00	
1425	Google INC	TACA INTERNATIONAL AIRLINES S.A.	Acuerdo de Servicio de Publicidad de Google 831554086779291	\$0.00	
1426	Google INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	DATA LICENSE AND USE AGREEMENT	\$828,103.70 ¹	
1427	Google INC	TACA INTERNATIONAL AIRLINES S.A.	Google Advertising Service Agreement 402489470456358	\$0.00	
1428	Google INC	TACA INTERNATIONAL AIRLINES S.A.	Google Advertising Service Agreement 594451550305963	\$0.00	
1429	Google INC	TACA INTERNATIONAL AIRLINES S.A.	Google Advertising Service Agreement 949060000299528	\$0.00	
1430	Google Inc. Estable como afiliados a Google Ireland Limited, Google Asia Pacific Pte. Ltd (DoubleClick)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	DOUBLECLICK ADVERTISING AND GOOGLE ANALYTICS 360 SUITE PLATFORM AGREEMENT	\$0.00	
1431	Google LLC	AVIANCA-ECUADOR S.A.	Acuerdo de Servicio de Google Advertising 1000000000189240	\$0.00	
1432	Google LLC	AVIANCA-ECUADOR S.A.	Acuerdo de Servicio de Google Advertising 1000000000189240	\$0.00	
1433	Google LLC	AVIANCA COSTA RICA S.A.	Acuerdo de Servicio de Google Advertising 1000000000191270	\$0.00	
1434	Google LLC	TACA INTERNATIONAL AIRLINES S.A.	Acuerdo de Servicio de Google Advertising 1000000000191400	\$0.00	
1435	Google LLC	TACA INTERNATIONAL AIRLINES S.A.	Acuerdo de Servicio de Google Advertising 1000000000191400	\$0.00	
1436	Google LLC	TACA INTERNATIONAL AIRLINES S.A.	Programa de publicidad de Google 56182	\$0.00	
1437	Google LLC (DoubleClick)	AVIANCA COSTA RICA S.A.	AFFILIATE ADOPTING AGREEMENT - adhesión a contrato de AV Colombia	\$0.00	
1438	Google LLC (DoubleClick)	AVIANCA-ECUADOR S.A.	AFFILIATE ADOPTING AGREEMENT - adhesión a contrato de AV Colombia	\$0.00	
1439	Google LLC (DoubleClick)	TACA INTERNATIONAL AIRLINES S.A.	ORDER FORM - DoubleClick Bid Manager Service	\$0.00	
1440	Google LLC (DoubleClick)	TACA INTERNATIONAL AIRLINES S.A.	ORDER FORM - DoubleClick Rich Media Service for Advertisers	\$0.00	
1441	Google LLC (DoubleClick)	TACA INTERNATIONAL AIRLINES S.A.	ORDER FORM - DoubleClick Search for Advertisers/Agencies Service	\$0.00	
1442	Google LLC (DoubleClick)	TACA INTERNATIONAL AIRLINES S.A.	ORDER FORM - DoubleClick Campaign Manager for Advertisers Service	\$0.00	
1443	GPC SYSTEMS LTD (GPC)	TAMPA CARGO S.A.S.	NDA	\$0.00	
1444	GPO.AEROPORTUARIO DEL PACIFICO.S.A.C.V.	AERO TRANSPORTE DE CARGA UNIÓN S.A. DE C.V.	Contrato Mercantil para la prestación de Servicios Aeroportuarios - SAE-01-04	\$0.00	
1445	GRACIELA DEL ROSARIO GRACO PACK DE CENTROAMERICA S.A. (U)	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE TRADUCCIONES OFICIALES	\$0.00	
1446	GRAHAM THOMPSON & CO GRAN AIRPORT SUPPORT SERVICE & GEN	AVIANCA HOLDINGS S.A.	Legal Services to Avianca Holdings and Avianca S.A.	\$22 884.66	
1448		AVIANCA, INC.	Servicio de Limpieza Puerto Rico	\$0.00	
1449	GRAN COLOMBIA DE AVIACIÓN S.A.S.GCA AIRLINES	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	COMMERCIAL CONTRACT CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA ANEXO B - LUGARES, SERVICIOS CONTRATADOS Y TARIFAS DE ENERO DE 2008. CLO-BGA-CTG-BAQ	\$0.00	
1450	GRAN HOTEL DEL COCA CUENTAS EN PART	AVIANCA-ECUADOR S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1451	GRANDES COMPLEJOS SRL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Lease Agreement MVD	\$0.00	
1452	GREAT AMERICAN INSURANCE COMPANY	TAMPA CARGO S.A.S.	Insurance policy 376228202	\$0.00	
1453	GREATER ORLANDO AVIATION AUTHORITY	AVIANCA, INC.	Airport Facilities MCO	\$63.00	
1454	GREEN GOLF SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representation Agreement	\$0.00	
1455	GREENPACK S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Bags and boxes supplies	\$0.00	
1456	GRELLAUD Y LUQUE ABOGADOS S.R.L.	AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of January 13th, 2003 and with an undefined term (the term is active until the process is finished and the judge pledges in favor of Avonca).	\$348 258.03	
1457	GROUND MOTIVE DEPENDABLE AIRLINE SERVICES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling SJO	\$0.00	Waived 45% pre-petition debt payment terms, 2 years extension
1458	GRUPO AEROALAS S R L	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	Cargo Handling LPB-VVI	\$0.00	
1459	GRUPO AR S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1460	GRUPO EMPRESARIAL MAMUT S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1461	GRUPO EMPRESARIAL PARA MANTENIMIENTO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Jabón Servicio abordo para Colombia	\$0.00	Reduced price 5%, and extended contract term 12 months.
1462	GRUPO GIRA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1463	GRUPO GLOBAL LEGIONS SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	

¹ The Debtors shall pay the cure amount in three (3) equal monthly payments over the three (3) consecutive months immediately following confirmation of the Plan.

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1464	GRUPO HOTELERO MAR Y SOL S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement CARTAGENA	\$0.00	Reduced price 10%, and extend contract term 24 months.
1465	GRUPO JUPAWISS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1466	GRUPO KAJUYALI SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1467	GRUPO MANTECH SOCIEDAD ANONIMA DE C	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento Datacenter	\$0.00	Reduced price 10%, and extend contract term 24 months.
1468	GRUPO MANTECH SOCIEDAD ANONIMA DE C	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento Datacenter	\$0.00	Reduced price 10%, and extend contract term 24 months.
1469	GRUPO MANTECH SOCIEDAD ANONIMA DE C	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento de UPS	\$0.00	Reduced price 10%, and extend contract term 24 months.
1470	Grupo Mexicano de Seguros S.A. de C.V.	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Insurance policy 01-33-07000353-0000-01	\$0.00	
1471	Grupo Mexicano de Seguros S.A. de C.V.	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Insurance policy 01-33-07000353-0000-01	\$0.00	
1472	Grupo Mexicano de Seguros S.A. de C.V.	TAMPA CARGO S.A.S.	Insurance policy 7001181	\$0.00	
1473	Grupo Mexicano de Seguros S.A. de C.V.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 7001458	\$0.00	
1474	Grupo Mexicano de Seguros S.A. de C.V.	AVIANCA COSTA RICA S.A.	Insurance policy 7001460	\$0.00	
1475	Grupo Mexicano de Seguros S.A. de C.V.	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 7001808	\$0.00	
1476	GRUPO REPCON GRUPOCON SA	AVIANCA-ECUADOR S.A.	Transporte terrestre de carga esencial Europa	\$0.00	Reduced price 5%, and extended contract term 12 months.
1477	GRUPO SEVEN SEAS SAC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
1478	GRUPO SLAM SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1479	GRUPO TURISTICO COLOMBIANO OVER S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1480	GRUPO VDT COLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1481	GRUPO WAYIU SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1482	GRUPO WELCOME S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1483	GRUPO YACORD SERVICIOS CONTABLES SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Facturación electronica	\$0.00	Waived 100% pretetition debt and reduced price
1484	GSA Express Travel Service CO LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$10,867.53	
1485	GSR SERVICES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Manlift MIA	\$0.00	Reduced price 10%, and extend contract term 24 months.
1486	GT TRAVEL AND SERVICES	LATIN LOGISTICS, LLC	AGENCY - AG465 Regular Agency Agreement	\$0.00	
1487	GUALOTUNA & GUALOTUNA CIA. LTDA.	AVIANCA-ECUADOR S.A.	Mantenimiento aires acondicionado Ecuador	\$0.00	Reduced price 5%, and extended contract term 12 months.
1488	GUAMAFLO S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement BUENOS AIRES	\$0.00	Reduced price 5%, and extended contract term 12 months.
1489	GUANES, HEISECKE & PIERA	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of october 24th, 2017 and with an undefined term (legal aeronautic counseling).	\$0.00	
1490	GUERRERO Y PRADO ASESORES S L	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO BPO NOMINA	\$0.00	
1491	Gulf Air	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
1492	GULF AIRLINES S.A.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1493	GUSTAVO A. FERNANDEZ VELEZ S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1494	H.ESSERS & ZONEN INTERNATIONAL TRANSPORT N.V.	TAMPA CARGO S.A.S.	Transporte terrestre de carga esencial Europa	\$25 004.25	
1495	HABITEL SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1496	Hahn Air	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1497	HAHN AIR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
1498	Hainan Airlines	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1499	Hawaiian Airlines	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1500	HAWAIIAN AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1501	HAWAIIAN AIRLINES INC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1502	Haydee Monge	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1503	HECTOR FABIAN BRAVO ARANCIBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1504	HELADOS DE CENTROAMERICA, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Suministro de leches GUA	\$0.00	
1505	HELIOS TECHNOLOGY & INNOVATION SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CCTV	\$92,739.00	
1506	HEMISFERIO TOURS Y CIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1507	HERMES SA DE CV	LATIN LOGISTICS, LLC	FRANCHISE AVX D02	\$0.00	
1508	Hernando Villa Restrepo	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1509	HIDROTECNIA DE EL SALVADOR S.A	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Sistema contra incendios ATO SAL	\$0.00	
1510	HILDA ARACELY HERNANDEZ SOLORZANO	ISLEÑA DE INVERSIONES, S.A. DE C.V.	PROVISION OF SERVICES	\$0.00	
1511	HISPANO SERVICES AND TRAVEL LLC	LATIN LOGISTICS, LLC	AGENCY - AG425 Regular Agency Agreement	\$0.00	
1512	HISPANO SERVICES AND TRAVEL LLC	LATIN LOGISTICS, LLC	GROUND DISTRIBUTION OF CARGO AND COURIER	\$0.00	
1513	HISPANO SERVICES AND TRAVEL LLC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1514	HITACHI VANTARA COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Storage por demanda	\$0.00	Waived 100% pretetition debt and reduced price
1515	HK5 ENTERPRISES INC	LATIN LOGISTICS, LLC	AGENCY - AG104 Regular Agency Agreement	\$0.00	
1516	HOLIDAY INN	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE LAX	\$0.00	
1517	Holiday Inn Express San Jose Airport	AVIANCA COSTA RICA S.A.	PROVISION OF SERVICES	\$53,843.10	
1518	HOME AND INSURANCE COMPANY OF NEW YORK	AVIANCA, INC.	Insurance policy 793009566	\$0.00	
1519	HONEYWELL INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	APU Repair Services 331-350 APU Flat Rate Repair Agreement (ref. SFDC 249961DA)	\$6,746.21	
1520	HONEYWELL INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	APU Repair Services Amendment No. 1 to 331-350 APU Flat Rate Repair Agreement ref. SFDC 249961DA (ID CW2696180)	\$0.00	
1521	HONEYWELL INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Avionics Repair Software for ATEC Shop in RNG MRO / Ref QMS-67241 / Signature Date 21/NOV/16	\$0.00	
1522	HONEYWELL INTERNATIONAL INC	AVIANCA-ECUADOR S.A.	COON RAPID	\$0.00	
1523	HONEYWELL INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PHOENIX	\$0.00	
1524	HONEYWELL INTERNATIONAL INC	TACA INTERNATIONAL AIRLINES S.A.	PHOENIX	\$0.00	
1525	HONG KONG AIR CARGO CARRIER LIMITED	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1526	Hong Kong Airlines Limited	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1527	HONG KONG AIRLINES LIMITED	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1528	HONG KONG EXPRESS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1529	HOP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1530	HOPPER COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1531	HORACIO LUIS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1532	HOSPITALITY DORAL LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement MIAMI	\$0.00	Reduced price 10%, and extend contract term 24 months.
1533	HOST INTERNATIONAL CANADA LTD	AVIANCA COSTA RICA S.A.	Food for pax compensation	\$42.59	
1534	HOSTWAY TRAVEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1535	HOTEL AEROPUERTO S.A.S (MARRIOTT)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Acuerdo Comercial -courtyard Bogotá 2019-31/12/2017	\$543.84	
1536	HOTEL ANDINO ROYAL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1537	HOTEL HABITEL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Carta de adjudicación para el servicio de alojamientocon habitel sas- hotel habitel, (en adelante el "proveedor"). 07/01/2020	\$1,182.26	
1538	HOTEL HACIENDA ROYAL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1539	HOTEL LA BOHEME LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1540	HOTEL LAGOON SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Accommodation Agreement MEDELLIN	\$0.00	Reduced price 5%, and extended contract term 12 months.
1541	HOTEL METROTEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1542	HOTEL ORO VERDE SA HOTVER	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement GUAYAQUIL	\$0.00	Reduced price 5%, and extended contract term 12 months.
1543	HOTEL PARQUE ROYAL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1544	HOTEL PAVILLON ROYAL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1545	HOTEL PUERTA DEL SOL S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement BARRANQUILLA	\$0.00	
1546	HOTEL SANTIAGO DE ARMA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COMMERCIAL ALLIANCE	\$0.00	
1547	HOTEL VIZCAYA REAL S A	REGIONAL EXPRESS AMÉRICAS S.A.S.	Accommodation Agreement Cali	\$0.00	
1548	HOTEL Y CENTRO DE EVENTOS MALIBU SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1549	HOTELERA COSTA DEL PACIFICO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
1550	HOTELERIA INTERNACIONAL SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$8,000.00	
1551	HOTELES DE CORDOBA SOCIEDAD POR ACC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement MONTERIA	\$0.00	
1552	HOTELES DE LA ESPERANZA SOCIEDAD POR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement BOGOTA	\$0.00	
1553	HOTELES DE LA RECOLETA SOCIEDAD POR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement BOGOTA D.C.	\$0.00	
1554	HOTELES DE UPAR S A S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement VALLEDUPAR	\$0.00	
1555	HOTELES EL SALITRE, S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1556	HOTELES ESTELAR S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement BOGOTA D.C. MEDELLIN CALI BARRANQUILLA IBAGUE SANTA MARTA VILLAVICENCIO YOPAL MANIZALES CARTAGENA	\$0.00	
1557	HOTELES ESTELAR S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Acuerdo Estelar 01/04/2020	\$4,700.00	
1558	HP KYOCERA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	EQUIPMENT LEASE- Contrato sin numero	\$0.00	
1559	HSE GROUP SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TAMPA CARGO S.A.S.	CERTIFICACIÓN CURSO ALTURAS	\$0.00	
1560	HUB LABELS SOUTH INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1561	HUMAN INVESTMENT	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE	\$0.00	
1562	HUMAN INVESTMENT NOMINA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE	\$0.00	
1563	HUNTLEIGH USA CORPORATION	TACA INTERNATIONAL AIRLINES S.A.	Wheelchair services IAH	\$120.68	
1564	IAC PROPERTIES	LATIN LOGISTICS, LLC	LEASE AVX AG 108	\$0.00	
1565	IAD FUELS LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Interline agreement for Jet fuel supply	\$0.00	
1566	IAD FUELS LLC	TACA INTERNATIONAL AIRLINES S.A.	LIMITED LIABILITY COMPANY AGREEMENT OF IAD FUELS LLC	\$80,523.51	
1567	IAH FUEL COMPANY LLC	TACA INTERNATIONAL AIRLINES S.A.	FUEL SYSTEM INTERLINE AGREEMENT	\$0.00	
1568	IAH FUEL COMPANY LLC	TACA INTERNATIONAL AIRLINES S.A.	LIMITED LIABILITY COMPANY AGREEMENT OF IAH FUEL COMPANY LLC	\$4,869.74	
1569	IATA INTERNATIONAL AIR TRANSPORT AS	All Debtors	All of the Debtors' executory contracts with IATA, including the ZED agreement and the Membership Geneva agreement.	\$0.00	
1570	IATA INTERNATIONAL AIR TRANSPORT AS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1571	IATA MONTREAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Clearing House Payment 02.04.2019	\$0.00	
1572	IATA MONTREAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Membership 2021	\$0.00	
1573	IATA NETHERLANDS	TAMPA CARGO S.A.S.	NDA	\$0.00	
1574	IATA NETHERLANDS DATA PUBLICATIONS	AVIANCA-ECUADOR S.A.	Membership 2021	\$0.00	
1575	IBERIA LINEAS AEREAS DE ESPANA	TAMPA CARGO S.A.S.	Cargo Ramp MAD	\$0.00	
1576	IBERIA LINEAS AEREAS DE ESPANA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE MADRID	\$0.00	
1577	IBERIA LINEAS AEREAS DE ESPANA	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE MADRID	\$0.00	
1578	IBERIA LINEAS AEREAS DE ESPANA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (RAMP/PAX -MAD-BCN)	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1579	IBERIA LINEAS AEREAS DE ESPANA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA MADRID	\$0.00	
1580	IBERIA LINEAS AEREAS DE ESPANA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner MADRID	\$0.00	
1581	IBERIA LINEAS AEREAS DE ESPANA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement MADRID	\$0.00	
1582	IBERIA LINEAS AEREAS DE ESPANA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner MADRID	\$0.00	
1583	IBERIA LINEAS AEREAS DE ESPANA S.A.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1584	Iberia Lineas Aereas de España S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Bilateral Frequent Flyer program participation	\$0.00	
1585	Iberia Lineas Aereas de España S.A.	TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
1586	IBM	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Acuerdo de Pago en cuotas Avianca S.A.	\$22,879.00	
1587	IBM	TAMPA CARGO S.A.S.	Acuerdo de Pago en cuotas Tampa Cargo S.A.S.	\$2,769.55	
1588	IBM	AVIANCA HOLDINGS S.A.	Cesión posición contractual y acuerdo de pagos Avianca Holdings S.A.	\$2,187.00	Contract assignment from Avianca Perú to Avianca Holdings S.A.
1589	IBM DE COLOMBIA & CIA SCA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Migración MQ	\$115,785.05	
1590	IBS SOFTWARE AMERICAS INC	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.; TAMPA CARGO S.A.S.	Icargos	\$0.00	Reduced price of contract
1591	IBS SOFTWARE AMERICAS INC	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	MASTER SERVICE AGREEMENT	\$4,753.00	
1592	ICARO DIECISIETE S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.	GENERAL AGREEMENT 2105004	\$0.00	
1593	ICELANDAIR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
1594	ICELANDAIR C.V	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1595	ICOBANDAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1596	ICTS UK LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
1597	IDEALTOUR LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1598	IDEAS FRACTAL SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Agregador	\$0.00	
1599	IDENTICO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Carnés de ID empleados administrativos	\$0.00	
1600	IDENTIFICACION PLASTICA S A	TAMPA CARGO S.A.S.	Carnetización	\$0.00	
1601	IF EXPRESS SERVICES LLC	LATIN LOGISTICS, LLC	AGENCY - AG202	\$0.00	
1602	ILETUR SOCIEDAD ANONIMA	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN URUGUAY 17.08.2012	\$0.00	
1603	ILETUR SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN URUGUAY 21.10.2007	\$0.00	
1604	ILETUR SOCIEDAD ANONIMA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling MVD	\$0.00	1 year extension and waive of the PPD
1605	ILS CARGO CORP	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios en USA para Comex&Log.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1606	ILS CARGO CORP	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1607	ILS CARGO CORP	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1608	ILS CARGO TRANSPORTES INTERNACIONAIS LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Brasil para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1609	ILS CARGO TRANSPORTES INTERNACIONAIS LTDA	TAMPA CARGO S.A.S.	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Brasil para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1610	ILS CARGO TRANSPORTES INTERNACIONAIS LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1611	IMC AIRPORT SHOPPES SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRIAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICES OF CATERING	\$0.00	
1612	IMC AIRPORT SHOPPES SAS	AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Servicio de casino BAQ	\$0.00	
1613	IMPORTACIONES ROMSA	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Papelería de oficina	\$0.00	
1614	IMPORTADORES EXPORTADORES SOLMAQ SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Suministro EPP Colombia	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1615	IMPRESIONES VALDIVIA S A	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Papeleria de oficina	\$0.00	
1616	IMPULSADORA HOTELERA Y TURISTICA LTDA HOTURIS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1617	INBAYAN SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1618	INCA ALVAREZ DORIS JAZMIN	AVIANCA-ECUADOR S.A.	Transporte Personal	\$0.00	
1619	INCA GSA HKG LIMITED	TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN JAPAN, MALASYA, SINGAPORE, INDONESIA, MYANMAR, CAMBODIA, PHILIPPINES & BANGLADESH	\$0.00	
1620	INCOREDITO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	"CONVENIO PARA COMPARTIR INFORMACION", 10 SEP 2014.	\$0.00	
1621	INDUSTRIA DE ALIMENTOS PROCESADOS I	AVIANCA-ECUADOR S.A.	Suministro de snacks	\$0.00	
1622	INDUSTRIA NACIONAL DE GASEOSAS S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Suministro de Coca-cola (OPEP 0000579)	\$1,934.00	
1623	INDUSTRIA NACIONAL DE ROLLOS PARA T	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de etiquetas operativas	\$0.00	
1624	INDUSTRIAL COMMUNICATIONS & ELECTRO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE RADIOS	\$0.00	
1625	INDUSTRIAS FACELA S.A. DE C.V.	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Suministro de etiquetas operativas	\$0.00	Reduced price 5%, and extended contract term 12 months.
1626	INDUSTRIAS GRAFICAS VIMTAZA SA DE CV	TACA INTERNATIONAL AIRLINES S.A.; TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Suministro de etiquetas operativas	\$0.00	
1627	INDUSTRIAS MAZEL SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Insumos HigienicosServicio abordado SAL	\$0.00	
1628	INDUSTRIAS Y CONFECCIONES INDUCION S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 57DC-2018	\$0.00	Extended contract until Dec 2024
1629	INFARE SOLUTIONS A.S.	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$1,328.60	
1630	INFINI TRAVEL INFORMATION INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de distribución de vuelos a agencias de viaje	\$0.00	
1631	INFINI TRAVEL INFORMATION INC	TACA INTERNATIONAL AIRLINES S.A.	Servicio de distribución de vuelos a agencias de viaje	\$0.00	
1632	INFORMACION Y TECNOLOGIA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Puntos de red	\$0.00	
1633	INFORMACION Y TECNOLOGIA S A	REGIONAL EXPRESS AMÉRICAS S.A.S.	Puntos de red	\$0.00	
1634	INFRA DE EL SALVADOR S.A DE C.V	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Suministro de nitrógeno el Salvador	\$0.00	Reduced price 5%, and extended contract term 12 months.
1635	INGEMECC SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento Plantas electricas COL	\$0.00	Reduced price 5%, and extended contract term 12 months.
1636	INGEMECC SAS	TAMPA CARGO S.A.S.	Mantenimiento sistema bombeo	\$0.00	Reduced price 5%, and extended contract term 12 months.
1637	INGEMECC SAS	TAMPA CARGO S.A.S.	Mantenimiento subestaciones y transformadores	\$0.00	Reduced price 5%, and extended contract term 12 months.
1638	INGENIERIA EN MANUALIDADES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES63	\$0.00	Extend contract term by 12 months, forklift service addition
1639	INGENIEROS AMBIENTALES SAC	TACA INTERNATIONAL AIRLINES S.A.	CONSULTORIA AGENTES QUIMICOS	\$0.00	
1640	INGTRENDSAR SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER DATA PROCESSING	\$0.00	
1641	Innovación & Ingeniería SAS	TAMPA CARGO S.A.S.	Mantenimiento de puertas	\$0.00	
1642	INSTALACIONES Y SERVICIOS CODE N I S	TACA INTERNATIONAL AIRLINES S.A.	Facility Management Nicaragua	\$0.00	
1643	INSTITUTO COLOMBIANO DE NORMAS TECN	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE CONSULTORIA PARA MATRIZ REQUISITOS AMBIENTALES	\$0.00	
1644	INSTITUTO DE FORMACION AERONAUTICA	AVIANCA COSTA RICA S.A.	ENTRENAMIENTO DE SIMULADORES	\$0.00	
1645	INSTITUTO NACIONAL DE SEGUROS	SERVICIO TERRESTRE, AEREO Y RAMP A S.A.	Insurance policy 0101AUT170936301	\$0.00	
1646	INSTITUTO NACIONAL DE SEGUROS	AVIANCA COSTA RICA S.A.	Insurance policy 0109AUT033907509	\$0.00	
1647	INSTITUTO NACIONAL DE SEGUROS	AVIANCA COSTA RICA S.A.	Insurance policy 0109AUT033908209	\$0.00	
1648	INSTITUTO NACIONAL DE SEGUROS	SERVICIO TERRESTRE, AEREO Y RAMP A S.A.	Insurance policy 0109AUT033908409	\$0.00	
1649	INSTITUTO NACIONAL DE SEGUROS	SERVICIO TERRESTRE, AEREO Y RAMP A S.A.	Insurance policy 0109AUT033908509	\$0.00	
1650	INSTRUMENTACION Y PROC ELECTRONICO	TACA INTERNATIONAL AIRLINES S.A.	PROCESAMIENTO ELECTRONICO	\$0.00	
1651	INTELFON GUATEMALA SA	AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Custodia de medios externos	\$0.00	
1652	INTELFON S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Custodia de medios magnéticos en El Salvador.	\$0.00	Reduced price 10%, and extend contract term 24 months.
1653	Inter Air	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1654	INTERAMERICAN TOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1655	INTERASEO AEROPUERTO SAS ESP	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	
1656	INTERASEO AEROPUERTO SAS ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A	Recolección de residuos de aeronave	\$0.00	
1657	INTERCARGO S A C	AVIANCA COSTA RICA S.A.	GROUND HANDLING (PAX - EZE)	\$0.00	
1658	INTERCARGO S A C	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (RAMP - EZE)	\$0.00	
1659	INTERCOEX SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en España para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1660	INTERCOEX SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1661	INTERCOEX SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1662	INTERCOMPANY-AEROLINEAS GALAPAGOS S.A AEROGAL	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1663	INTERCOMPANY-AEROLINEAS GALAPAGOS S.A AEROGAL	AVIANCA-ECUADOR S.A.	MATERIAL	\$0.00	
1664	INTERCOMPANY-AEROLINEAS GALAPAGOS S.A AEROGAL	AVIATECA, S.A.	MATERIAL	\$0.00	
1665	INTERCOMPANY-AEROLINEAS GALAPAGOS S.A AEROGAL	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1666	INTERCOMPANY-AEROLINEAS GALAPAGOS S.A AEROGAL	TACA INTERNATIONAL AIRLINES S.A.	MATERIAL	\$0.00	
1667	INTERCOMPANY-AEROLINEAS GALAPAGOS S.A AEROGAL	TAMPA CARGO S.A.S.	MATERIAL	\$0.00	
1668	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIATECA, S.A.	HEAVY MAINTENANCE	\$0.00	
1669	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	TAMPA CARGO S.A.S.	HEAVY MAINTENANCE	\$0.00	
1670	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIANCA COSTA RICA S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1671	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIANCA-ECUADOR S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1672	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIATECA, S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1673	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	REGIONAL EXPRESS AMÉRICAS S.A.S.	LINE MAINTENANCE SERVICES	\$0.00	
1674	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	TACA INTERNATIONAL AIRLINES S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1675	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1676	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIANCA-ECUADOR S.A.	MATERIAL	\$0.00	
1677	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIATECA, S.A.	MATERIAL	\$0.00	
1678	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1679	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	REGIONAL EXPRESS AMÉRICAS S.A.S.	MATERIAL	\$0.00	
1680	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	TACA INTERNATIONAL AIRLINES S.A.	MATERIAL	\$0.00	
1681	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	TAMPA CARGO S.A.S.	MATERIAL	\$0.00	
1682	INTERCOMPANY-Aerovias del Continente Americano S.A Avianca	AVIANCA HOLDINGS S.A.	Trademark License Agreement	\$0.00	
1683	INTERCOMPANY-Aerovias del Continente Americano S.A Avianca	INTERNATIONAL TRADE MARKS AGENCY INC.	Trademark License Agreement	\$0.00	
1684	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA - COLOMBIA	LATIN LOGISTICS, LLC	INTERCOMPANY	\$0.00	
1685	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA - COLOMBIA	LATIN LOGISTICS, LLC	INTERCOMPANY	\$0.00	
1686	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO, S.A. AVIANCA - SUCURSAL COLOMBIA Y CORPORATIVO	LATIN LOGISTICS, LLC	INTERCOMPANY	\$0.00	
1687	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO, S.A. AVIANCA - SUCURSAL COLOMBIA Y CORPORATIVO	REGIONAL EXPRESS AMÉRICAS S.A.S.	INTERCOMPANY	\$0.00	
1688	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO, S.A. AVIANCA - SUCURSAL COLOMBIA Y CORPORATIVO	REGIONAL EXPRESS AMÉRICAS S.A.S.	INTERCOMPANY	\$0.00	
1689	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO, S.A.-SUCURSAL ECUADOR, TACA INTERNATIONAL AIRLINES, S.A. - ECUADOR	AVIANCA-ECUADOR S.A.	INTERCOMPANY	\$0.00	
1690	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO, S.A.-SUCURSAL ECUADOR; TACA INTERNATIONAL AIRLINES, S.A. - SUCURSAL ECUADOR	AVIANCA-ECUADOR S.A.	INTERCOMPANY	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1691	INTERCOMPANY-AEROVÍAS DEL CONTINENTE AMERICANO, S.A.-SUCURSAL GUATEMALA; AVIATECA, S.A. - GUATEMALA; ISLEÑA DE INVERSIONES S.A. DE C.V. - GUATEMALA; AVIANCA COSTA RICA, S.A. - GUATEMALA	AVIASERVICIOS, S.A.	INTERCOMPANY	\$0.00	Ampliacion
1692	INTERCOMPANY-AEROVÍAS DEL CONTINENTE AMERICANO, S.A.-SUCURSAL GUATEMALA; AVIATECA, S.A. - GUATEMALA; ISLEÑA DE INVERSIONES S.A. DE C.V. - GUATEMALA; AVIANCA COSTA RICA, S.A. - GUATEMALA	TACA INTERNATIONAL AIRLINES S.A.	INTERCOMPANY	\$0.00	
1693	INTERCOMPANY-AEROVÍAS DEL CONTINENTE AMERICANO, S.A.-SUCURSAL PUERTO RICO; AVIANCA COSTA RICA -ESTADOS UNIDOS; TACA INTERNATIONAL AIRLINES, S.A. - ESTADOS UNIDOS	AMERICA CENTRAL CORP.	INTERCOMPANY	\$0.00	
1694	INTERCOMPANY-AEROVÍAS DEL CONTINENTE AMERICANO, SOCIEDAD ANONIMA - SUCURSAL EL SALVADOR; AVIATECA, S.A.- SUCURSAL EL SALVADOR; AVIANCA COSTA RICA, S.A. - EL SALVADOR;	TACA INTERNATIONAL AIRLINES S.A.	INTERCOMPANY	\$0.00	
1695	INTERCOMPANY-ATR (AVIATECA-ISLEÑA)	REGIONAL EXPRESS AMÉRICAS S.A.S.	Aircraft flight hours contract, and repairs and exchanges of parts list under contract to supply the required reports GMA DS/C - 1933/14	\$0.00	
1696	INTERCOMPANY-AVIANCA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AIRCRAFT RENTAL A300 XA-GGL SN 626	\$0.00	
1697	INTERCOMPANY-AVIANCA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AIRCRAFT RENTAL A300 XA-LFR SN755	\$0.00	
1698	INTERCOMPANY-AVIANCA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AIRCRAFT RENTAL A300 XA-UYR SN 643	\$0.00	
1699	INTERCOMPANY-AVIANCA	AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner	\$0.00	Actualizacion de margen
1700	INTERCOMPANY-AVIANCA COSTA RICA, S.A. - COSTA RICA	SERVICIO TERRESTRE, AEREO Y RAMPA S.A.	INTERCOMPANY	\$0.00	
1701	INTERCOMPANY-Avianca Costa Rica S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1702	INTERCOMPANY-AVIANCA COSTA RICA S.A. - NICARAGUA; AVIATECA, S.A. - NICARAGUA; TACA INTERNATIONAL AIRLINES, S.A. - NICARAGUA	NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.)	INTERCOMPANY	\$0.00	Ampliacion
1703	INTERCOMPANY-AVIANCA COSTA RICA S.A. - SUCURSAL COLOMBIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1704	INTERCOMPANY-AVIANCA COSTA RICA S.A. - SUCURSAL COLOMBIA; AVIANCA ECUADOR S.A. - SUCURSAL COLOMBIA; AVIANCA PERÚ S.A. - SUCURSAL COLOMBIA; TACA INTERNATIONAL S.A.-SUCURSAL COLOMBIA	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1705	INTERCOMPANY-AVIANCA COSTA RICA S.A.; AVIANCA ECUADOR S.A.; AVIANCA PERÚ S.A.; TACA INTERNACIONAL AIRLINES S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1706	INTERCOMPANY-AVIANCA COSTA RICA S.A; TACA International Airlines S.A.	AVIANCA-ECUADOR S.A.	INTERCOMPANY	\$0.00	
1707	INTERCOMPANY-Avianca Costarica	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner	\$0.00	Actualizacion de margen
1708	INTERCOMPANY-Avianca Ecuador	AVIATECA, S.A.	HEAVY MAINTENANCE	\$0.00	
1709	INTERCOMPANY-Avianca Ecuador	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	Actualizacion de margen
1710	INTERCOMPANY-AVIANCA ECUADOR S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	HEAVY MAINTENANCE	\$0.00	
1711	INTERCOMPANY-AVIANCA ECUADOR S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1712	INTERCOMPANY-AVIANCA ECUADOR S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1713	INTERCOMPANY-Avianca Ecuador S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1714	INTERCOMPANY-AVIANCA ECUADOR S.A. - SUCURSAL COLOMBIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1715	INTERCOMPANY-AVIANCA ECUADOR S.A. - SUCURSAL COLOMBIA; AVIANCA PERÚ S.A. - SUCURSAL COLOMBIA; TACA INTERNATIONAL S.A.-SUCURSAL COLOMBIA	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1716	INTERCOMPANY-AVIANCA GUATEMALA S.A.	ISLEÑA DE INVERSIONES, S.A. DE C.V.	INTERCOMPANY	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1717	INTERCOMPANY-AVIANCA INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agency Agreement	\$0.00	
1718	INTERCOMPANY-AVIANCA INC	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1719	INTERCOMPANY-AVIANCA INC	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1720	INTERCOMPANY-AVIANCA PERÚ S.A. - SUCURSAL COLOMBIA; TACA INTERNATIONAL S.A.- SUCURSAL COLOMBIA	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1721	INTERCOMPANY-AVIANCA S.A	INTERNATIONAL TRADE MARKS AGENCY INC.	INTERCOMPANY	\$0.00	
1722	INTERCOMPANY-AVIANCA S.A	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1723	INTERCOMPANY-AVIANCA S.A	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1724	INTERCOMPANY-AVIANCA S.A	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1725	INTERCOMPANY-AVIANCA S.A	TAMPA CARGO S.A.S.	SERVICE CONTRACT 11405014	\$0.00	
1726	INTERCOMPANY-AVIANCA S.A	TAMPA CARGO S.A.S.	SERVICE CONTRACT 82605001	\$0.00	
1727	INTERCOMPANY-AVIANCA S.A S.A.	AVIANCA, INC.	INTERCOMPANY	\$0.00	
1728	INTERCOMPANY-AVIANCA S.A S.A.; AVIANCA COSTA RICA S.A.; AVIANCA ECUADOR S.A.; AVIANCA GUATEMALA S.A.; AVIANCA PERÚ S.A.; ISLEÑA DE INVERSIONES S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	INTERCOMPANY	\$0.00	
1729	INTERCOMPANY-AVIANCA S.A, S.A. AVIANCA - SUCURSAL MEXICO; TACA INTERNATIONAL AIRLINES, S.A. - MEXICO;	TACA DE MÉXICO, S.A.	INTERCOMPANY	\$0.00	
1730	INTERCOMPANY-AVIANCA S.A.; AVIANCA COSTA RICA S.A. - SUCURSAL COLOMBIA; AVIANCA ECUADOR S.A. - SUCURSAL COLOMBIA; AVIANCA PERÚ S.A. - SUCURSAL COLOMBIA; REGIONAL EXPRESS AMERICAS S.A.S.; TACA INTERNATIONAL S.A.- SUCURSAL COLOMBIA	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	INTERCOMPANY	\$0.00	
1731	INTERCOMPANY-AVIANCA S.A.; AVIANCA COSTA RICA S.A.; AVIANCA ECUADOR S.A.; AVIANCA GUATEMALA S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL S.A.; TAMPA CARGO S.A.S.	AMERICA CENTRAL CORP.	INTERCOMPANY	\$0.00	
1732	INTERCOMPANY-AVIANCA S.A.; AVIANCA PERÚ S.A.	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1733	INTERCOMPANY-AVIATECA	REGIONAL EXPRESS AMÉRICAS S.A.S.	Maintenance which is carried out to inspect critical areas and carry out procedures to corroborate the operation of the systems, according to the time under the Maintenance Program, also performing out-of-phase tasks and findings.	\$0.00	
1734	INTERCOMPANY-AVIATECA S.A	REGIONAL EXPRESS AMÉRICAS S.A.S.	Consumibles sale, repair and Parts lease	\$0.00	
1735	INTERCOMPANY-AVIATECA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1736	INTERCOMPANY-AVIATECA S.A	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1737	INTERCOMPANY-AVIATECA S.A	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1738	INTERCOMPANY-AVIATECA S.A	TACA INTERNATIONAL AIRLINES S.A.	MATERIAL	\$0.00	
1739	INTERCOMPANY-AVIATECA S.A	TAMPA CARGO S.A.S.	MATERIAL	\$0.00	
1740	INTERCOMPANY-Aviateca S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1741	INTERCOMPANY-AVIATECA, S.A. - HONDURAS; ISLEÑA DE INVERSIONES S.A. DE C.V.; TACA INTERNATIONAL AIRLINES, S.A. - HONDURAS	TACA DE HONDURAS, S.A. DE C.V.	INTERCOMPANY	\$0.00	
1742	INTERCOMPANY-AVIATECA, S.A. - HONDURAS; TACA INTERNATIONAL AIRLINES, S.A. - HONDURAS	ISLEÑA DE INVERSIONES, S.A. DE C.V.	INTERCOMPANY	\$0.00	Ampliacion
1743	INTERCOMPANY-CONTRATO AEROUNION - AVIANCA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	LAND ASSISTANCE SERVICE	\$0.00	
1744	INTERCOMPANY-Isleña Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	BITA	\$0.00	
1745	INTERCOMPANY-ISLENA DE INVERSIONES	REGIONAL EXPRESS AMÉRICAS S.A.S.	Consumibles sale, repair and Parts lease	\$0.00	
1746	INTERCOMPANY-ISLENA DE INVERSIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	HEAVY MAINTENANCE	\$0.00	
1747	INTERCOMPANY-ISLENA DE INVERSIONES	AVIATECA, S.A.	HEAVY MAINTENANCE	\$0.00	
1748	INTERCOMPANY-ISLENA DE INVERSIONES	AVIATECA, S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1749	INTERCOMPANY-ISLENA DE INVERSIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1750	INTERCOMPANY-ISLENA DE INVERSIONES	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1751	INTERCOMPANY-ISLENA DE INVERSIONES	AVIANCA-ECUADOR S.A.	MATERIAL	\$0.00	
1752	INTERCOMPANY-ISLENA DE INVERSIONES	AVIATECA, S.A.	MATERIAL	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1753	INTERCOMPANY-ISLENA DE INVERSIONES	REGIONAL EXPRESS AMÉRICAS S.A.S.	MATERIAL	\$0.00	
1754	INTERCOMPANY-ISLENA DE INVERSIONES	TACA INTERNATIONAL AIRLINES S.A.	MATERIAL	\$0.00	
1755	INTERCOMPANY-ISLENA DE INVERSIONES	TAMPA CARGO S.A.S.	MATERIAL	\$0.00	
1756	INTERCOMPANY-Islena de Inversiones S.A de C.V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1757	INTERCOMPANY-ISLENA DE INVERSIONES, AVIATECA S.A	AVIANCA COSTA RICA S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1758	INTERCOMPANY-ISLENA DE INVERSIONES, AVIATECA S.A	TACA INTERNATIONAL AIRLINES S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1759	INTERCOMPANY-La Costeña	AVIATECA, S.A.	HEAVY MAINTENANCE	\$0.00	
1760	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	HEAVY MAINTENANCE	\$0.00	
1761	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	TACA INTERNATIONAL AIRLINES S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1762	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1763	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	AVIANCA-ECUADOR S.A.	MATERIAL	\$0.00	
1764	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	AVIATECA, S.A.	MATERIAL	\$0.00	
1765	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1766	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	REGIONAL EXPRESS AMÉRICAS S.A.S.	MATERIAL	\$0.00	
1767	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AVIATECA, S.A.	HEAVY MAINTENANCE	\$0.00	
1768	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1769	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1770	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1771	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1772	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1773	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1774	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AVIATECA, S.A.	MATERIAL	\$0.00	
1775	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1776	INTERCOMPANY-Regional Express Americas SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1777	INTERCOMPANY-TACA COSTA RICA, S.A.	AVIANCA COSTA RICA S.A.	INTERCOMPANY	\$0.00	
1778	INTERCOMPANY-TACA Internacional	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.	MITA Airline Partner	\$0.00	Actualizacion de margen
1779	INTERCOMPANY-TACA INTERNACIONAL AIRLINES S.A	AVIANCA COSTA RICA S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1780	INTERCOMPANY-TACA INTERNACIONAL COL, TRANS AMERICA AIRLINES COL, LINEAS AEREAS COSTARRICENES COL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1781	INTERCOMPANY-TACA INTERNACIONAL, LINEAS AEREAS COSTARRICENES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1782	INTERCOMPANY-TACA INTERNACIONAL, TRANS AMERICA AIRLINES BRA, LINEAS AEREAS COSTARRICENES BRA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1783	INTERCOMPANY-TACA INTERNACIONAL, TRANS AMERICA AIRLINES, LINEAS AEREAS COSTARRICENES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1784	INTERCOMPANY-TACA INTERNACIONAL, TRANS AMERICA AIRLINES, LINEAS AEREAS COSTARRICENES	AVIANCA-ECUADOR S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1785	INTERCOMPANY-TACA INTERNACIONAL, TRANS AMERICA AIRLINES, LINEAS AEREAS COSTARRICENES	AVIATECA S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1786	INTERCOMPANY-TACA INTERNATIONAL AIRLINES	TACA INTERNATIONAL AIRLINES S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1787	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	HEAVY MAINTENANCE	\$0.00	
1788	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	AVIATECA, S.A.	HEAVY MAINTENANCE	\$0.00	
1789	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1790	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1791	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	AVIANCA-ECUADOR S.A.	MATERIAL	\$0.00	
1792	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	AVIATECA, S.A.	MATERIAL	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1793	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1794	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	TAMPA CARGO S.A.S.	MATERIAL	\$0.00	
1795	INTERCOMPANY-Taca International Airlines S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1796	INTERCOMPANY-TACA INTERNATIONAL AIRLINES, S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TAMPA CARGOS S.A.S.	GROUND HANDLING AGREEMENT - SGHA	\$0.00	
1797	INTERCOMPANY-TACA INTERNATIONAL S.A.-SUCURSAL COLOMBIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1798	INTERCOMPANY-TAMPA CARGO S.A.S - COLOMBIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING RIONEGRO Y PALMIRA MC66	\$0.00	
1799	INTERCOMPANY-TAMPA CARGO S.A.S	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	CARGO GENERAL SALES AGREEMENT IN FLORIDA - U.S.A.	\$0.00	
1800	INTERCOMPANY-TAMPA CARGO S.A.S	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING AGREEMENT - SGHA	\$0.00	
1801	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1802	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1803	INTERCOMPANY-TAMPA CARGO S.A.S	AVIANCA-ECUADOR S.A.	INTERCOMPANY	\$0.00	
1804	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1805	INTERCOMPANY-TAMPA CARGO S.A.S	AVIANCA COSTA RICA S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1806	INTERCOMPANY-TAMPA CARGO S.A.S	AVIATECA, S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1807	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1808	INTERCOMPANY-TAMPA CARGO S.A.S	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1809	INTERCOMPANY-TAMPA CARGO S.A.S	AVIANCA-ECUADOR S.A.	MATERIAL	\$0.00	
1810	INTERCOMPANY-TAMPA CARGO S.A.S	AVIATECA, S.A.	MATERIAL	\$0.00	
1811	INTERCOMPANY-TAMPA CARGO S.A.S	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1812	INTERCOMPANY-TAMPA CARGO S.A.S	TACA INTERNATIONAL AIRLINES S.A.	MATERIAL	\$0.00	
1813	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE CONTRACT 15905008-01	\$0.00	
1814	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE CONTRACT MC66	\$0.00	
1815	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1816	INTERCOMPANY-TECHNICAL TRAINING SERVICE, S.A. DE CV	TACA INTERNATIONAL AIRLINES S.A.	INTERCOMPANY	\$0.00	
1817	INTEREXPRESS LLC	LATIN LOGISTICS LLC	AGENCY - AG223 Multibrand Agency Agreement	\$0.00	
1818	INTEREXPRESS LLC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1819	INTEREXPRESSO DE GUATEMALA, S.A.	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Cargo Handling GUA	\$0.00	Reduced price 5%, and extended contract term 12 months.
1820	INTERLAKEN SERVICIOS SA	AVIASERVICIOS, S.A.	SUMINISTRO DE BOTELLAS DE AGUA	\$0.00	
1821	INTERLAKEN SERVICIOS SA	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE BOTELLAS DE AGUA	\$0.00	
1822	INTERNATIONAL AIRMEDIA GROUP LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 244-DC-2016	\$0.00	
1823	INTERNATIONAL BONDED COURIERS INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1824	INTERPLASTIZ S.A DE C.V	AVIANCA COSTA RICA S.A.	Bolsas SAB para Costa Rica	\$0.00	
1825	INVERSIONES AEREAS INVERSA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S. TACA S.A. TAMPA CARGO S.A.S.	GROUND HANDLING (PAX - VUP-EYP-EJA-VVC-PPN) 196-DC-2016	\$0.00	
1826	INVERSIONES AEREAS INVERSA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.; TACA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING (RAMP - VUP-EYP-EJA-VVC-PPN) 191-DC-2016	\$0.00	
1827	INVERSIONES AEREAS INVERSA SAS	REGIONAL EXPRESS AMÉRICAS S.A.S.	Ground Handling Contract EYP-PPN-EJA-VVC	\$0.00	
1828	INVERSIONES AEREAS INVERSA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1829	INVERSIONES AEROTOUR SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
1830	INVERSIONES AITSHA S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1831	INVERSIONES CAN WEST SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1832	INVERSIONES CUJAR TURISMO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1833	INVERSIONES DIAZ CARENO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1834	INVERSIONES DIAZAR LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatition Agreement Bogota	\$0.00	
1835	INVERSIONES DIAZAR LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatition Agreement Bogota	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1836	INVERSIONES HERNANDEZ CAB	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1837	INVERSIONES HONDURAS CITY TOURS DE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA DE HONDURAS, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 140-DC-2019	\$0.00	
1838	INVERSIONES LIBRA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1839	INVERSIONES MARDEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Barranquilla	\$0.00	
1840	INVERSIONES MARDEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Barranquilla	\$0.00	
1841	INVERSIONES MARDEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Preposicion Agreement Monteria	\$0.00	
1842	INVERSIONES MOKA SA	ISLEÑA DE INVERSIONES, S.A. DE C.V.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1843	INVERSIONES MOKA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1844	INVERSIONES MOKA SA	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1845	INVERSIONES MOKA SA	AVIATECA, S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1846	INVERSIONES MOKA SA	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1847	INVERSIONES SIMCO, S.A DE C.V	TACA INTERNATIONAL AIRLINES S.A.	Lease Agreement SAL	\$0.00	
1848	INVERSIONES SPIWAK SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1849	INVERSIONES SUPREMA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Lavandería RNG	\$0.00	
1850	INVERSIONES UNIVIAJES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1851	INVERSIONES W S SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1852	INVERSIONES WAIRA DEL AMAZONAS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PARA TRIPULACIONAL	\$0.00	
1853	IRIACA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1854	IRON MOUNTAIN	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE CONTRACT	\$0.00	
1855	IRON MOUNTAIN INTELLECTUAL PROPERTY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Top level domain	\$0.00	
1856	IROTAMA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1857	ISLATUR LALIANXA LIMITADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1858	Israir Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1859	ISS FACILITY SERVICES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Facility Management MAD	\$0.00	Reduced price 5%, and extended contract term 12 months.
1860	ISSUER DIRECT CORPORATION	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$0.00	
1861	IUMIRA TRAVEL NETWORK SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
1862	IVAN DAVID MATTAR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1863	IVAN GONZALEZ & CIA LTDA	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN CUCUTA, COLOMBIA	\$0.00	
1864	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	"Preposición" Agreement	\$0.00	
1865	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING CUCUTA MC54	\$0.00	
1866	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS D92	\$0.00	Extend contract term by 2 months
1867	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES35	\$0.00	
1868	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement	\$0.00	
1869	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN CUCUTA D92	\$0.00	Extend contract term by 2 months
1870	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - N. DE SANTANDER AG70	\$0.00	
1871	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - N.DE SANTANDER AG72	\$0.00	
1872	J2K SECURITY GROUP SAS	TACA INTERNATIONAL AIRLINES S.A.	Herramienta de escaneo de vulnerabilidad	\$0.00	Reduced price 5%, and extended contract term 12 months.
1873	JAIME BACAL GUTIERREZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1874	JAIME LEON GUTIERREZ (SOMOS CHEVROLET) SUMINISTRO DE REPUESTOS	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	
1875	Japan Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1876	JAPAN AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1877	JAPAN AIRLINES CO., LTD.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1878	JAV LATIN AMERICA EXPRESS MULTISERV	LATIN LOGISTICS LLC	AGENCY - AG218 Multibrand Agency Agreement	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1879	Javier Acosta	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1880	JDM TECNOLOGIA Y SOLUCIONES GLOBALE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1881	JDM TECNOLOGIA Y SOLUCIONES GLOBALE	AVIANCA COSTA RICA S.A.	PROVISION OF SERVICES	\$0.00	
1882	JDM TECNOLOGIA Y SOLUCIONES GLOBALE	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
1883	JFENIE AIR AGENCY LTD.	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	GSA	\$0.00	
1884	JENNY MELISSA GAMA RODRIGUEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1885	JEPPESEN DATAPLAN	REGIONAL EXPRESS AMÉRICAS S.A.S.	Fligh Planning - Regional	\$0.00	
1886	JEPPESEN DATAPLAN	TAMPA CARGO S.A.S.	Fligh Planning - Regional	\$0.00	
1887	JEPPESEN SYSTEMS AB	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Crew roster & pairing	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1888	JEPPESEN SYSTEMS AB	AVIANCA COSTA RICA S.A.	Crew roster & pairing	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1889	JEPPESEN SYSTEMS AB	AVIANCA-ECUADOR S.A.	Crew roster & pairing	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1890	JEPPESEN SYSTEMS AB	TACA INTERNATIONAL AIRLINES S.A.	Crew roster & pairing	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1891	JEPPESEN SYSTEMS AB	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Jeppesen Crew Pairing and Crew Rostering	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1892	JEPPESEN SYSTEMS AB	Taca International Airlines S.A., Islaña de Inversiones, S.A. de C.V., Aviateca, S.A., Avianca Costa Rica S.A.	Jeppesen Crew Pairing and Crew Rostering	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1893	JEPPESEN SYSTEMS AB	Avianca Ecuador	Jeppesen Crew Pairing and Crew Rostering	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1894	JERSON MANUEL ORTEGA CUAREZMA	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento de aires acondicionado Nicaragua	\$0.00	
1895	JET AIRWAYS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1896	JET BLUE AIRWAYS CORPORATION	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HNDLING AGREEMENT (SGHA) OF JANUARY 2008-BOG-RNG-CTG	\$0.00	
1897	JET POWER ARUBA AIRCRAFT AND TRANSIT COMPANY N.V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for AUA station. Date of agreement May 1st,2014	\$0.00	
1898	JETBLUE AIRWAYS CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	BITA Long Island City	\$0.00	
1899	JETBLUE AIRWAYS CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
1900	JETBLUE AIRWAYS CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
1901	JETBLUE AIRWAYS CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
1902	JETBLUE AIRWAYS CORPORATION SUCURSA L COLOMBIA	AVIANCA COSTA RICA S.A.	IATA Standard Ground Handling Agreement (SGHA) Aendment. Avianca provide Line maintenance services at Cartagena station. Effective and valid from Dec/3rd/2012	\$0.00	
1903	JETBLUE AIRWAYS CORPORATION SUCURSA L COLOMBIA	AVIANCA-ECUADOR S.A.	IATA Standard Ground Handling Agreement (SGHA) Amendment. Avianca provide Line maintenance services at Rionegro (Medellin) station.Efective and valid from Jun/26th/2013	\$0.00	
1904	JETBLUE AIRWAYS CORPORATION SUCURSA L COLOMBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota station. Effective and valid from Jan/29th/2009	\$0.00	
1905	JETSMART AIRLINES SPA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota, Cali, Medellin stations. Effective and valid from from Jan/1st/2020	\$0.00	
1906	JFK AIR VENTURES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$19.27	
1907	JFK INT L AIR TERMINAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Airport Facilities JFK	\$754,233.00	
1908	JFK INT L AIR TERMINAL	AVIANCA INC.	Parking Service JFK	\$482.00	
1909	JGM JANITORIAL SERVICES	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Limpieza LAX -	\$2,400.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1910	Jhoham Tafur	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1911	JLMA ACCOUNTING TAX & BUSINESS ADVI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1912	JM GRUPO EMPRESARIAL S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1913	JMALUCELLI TRAVELERS SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 14791	\$0.00	
1914	Joel Frank	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for Project Sunrise	\$0.00	
1915	JOHAN VERKERK	TAMPA CARGO S.A.S.	VALIDADOR DE RA3-ACC3 PARA EUROPA	\$0.00	
1916	JOHNSON CONTROLS COLOMBIA LIMITADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Control de Accesos	\$13,159.87	
1917	JOHNSON CONTROLS SECURITY SOLUTIONS	TAMPA CARGO S.A.S.	Control de Accesos	\$5,918.95	
1918	JOLIE CATHERINE CHARRY BA	TAMPA CARGO S.A.S.	NDA	\$0.00	
1919	JONATHAN ANTONIO AGUDELO ARENAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	Reduced price 10%, and extend contract term 24 months.
1920	JONES DAYMEXICO SC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Provision of Services for legal services, subscribed as of January 1st, 2016 with an undefined term.	\$0.00	
1921	JONATHAN EDUARDO MELO GALLEG0	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Food for pax compensation	\$0.00	
1922	Jorge Gongora	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; GRUPO TACA HOLDINGS LIMITED	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
1923	JORGE LUIS CARRERA	AVIASERVICIOS, S.A.	Agenciamiento de aduanas de carga aeronautica y no aeronautica necesarios en Guatemala para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1924	Jorge Serrano	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1925	JORGE YESID LARREAMENDY RATIVA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE AVALUO TERRENOS	\$0.00	
1926	José Ciro Montoya	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1927	JOSE ERNESTO GUTIERREZ GAVIDIA	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Mantenimiento bombas salvador	\$0.00	Reduced price 5%, and extended contract term 12 months.
1928	JOSE ERNESTO GUTIERREZ GAVIDIA	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento de la planta potabilizadora del Salvador	\$0.00	Reduced price 5%, and extended contract term 12 months.
1929	JOSE ERNESTO GUTIERREZ GAVIDIA	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Mantenimiento de plantas agua salvador	\$0.00	Reduced price 5%, and extended contract term 12 months.
1930	Jose Luis Avella	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1931	JP Morgan Chase Bank N.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ISDA 2002 Master Agreement 06.29.2010	\$0.00	
1932	JP Morgan Chase Bank N.A	TACA INTERNATIONAL AIRLINES S.A.	ISDA 2002 Master Agreement 07.19.2017	\$0.00	
1933	JSC AEROFLOT RUSSIAN AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA S.A.	MITA Airline Partner	\$0.00	
1934	JSC AEROFLOT RUSSIAN AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1935	Juan Carlos Constain	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1936	JUAN CARLOS SUAREZ CASADIEGO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1937	Juan Francisco Galvis	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1938	Juan Francisco Hernandez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
1939	JUAN JOSE ROJAS MURILLO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Operational Agent LPB	\$0.00	Reduced price 10%, and extend contract term 24 months.
1940	JUAN JOSE ROJAS MURILLO	AVIANCA-ECUADOR S.A.	Operational Agent VVI	\$0.00	Reduced price 10%, and extend contract term 24 months.
1941	Juan Luis & Fernando Moreno Quijano	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1942	Juanita Blanco	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1943	Julián Laverde	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1944	Juliana Barrios	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1945	JULIANA GRACIA SUAREZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1946	JULIANA ROJAS ARANGO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1947	JULIO CESAR FALLA BALLESTEROS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1948	JULY MILDRED GONZALEZ MONSALVE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION CREW NAL	\$0.00	
1949	JULY MILDRED GONZALEZ MONSALVE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE DESATUNO PAX	\$0.00	
1950	Juneyao Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1951	JURCAIB - JUNTA DE REPRESENTANTES DAS COMPANHIAS AÉREAS INTERNACIONAIS DO BRASIL	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
1952	JUREX LAW	AVIANCA COSTA RICA S.A.	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1953	IJUSTCLEAN SPA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Facility Management Chile	\$0.00	Reduced price 5%, and extended contract term 12 months.
1954	JUVEN MAURICIO UGALDE NUÑEZ	AVIANCA COSTA RICA S.A.	CONSULTORIA AMBIENTAL	\$0.00	Reduced price 5%, and extended contract term 12 months.
1955	K NUEVE INTERNACIONAL S.A.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	SERVICE AGREEMENT	\$0.00	
1956	KAESER COMPRESORES DE EL SALVADOR L	TECHNICAL AND TRAINING SERVICES. S.A. DE C.V.	Mantenimiento compresores Salvador	\$0.00	
1957	KALES AIRLINE SERVICES SRL	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN ITALY	\$0.00	
1958	KALTMANN SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Cooler Service SAL	\$0.00	Waive PPD, 1 year extension, 5% discount
1959	Karem Pinzón	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1960	KARIBE CHARTER'S LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1961	Katherine Stradaoli	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1962	KAY AIR DELIVERY CORP	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1963	KAYAK SOFTWARE CORPORATION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Metabuscador	\$235,384.43	Payments Terms
1964	KELLOGG DE COLOMBIA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de snacks	\$0.00	
1965	KELLY JOHANNA CARVAJAL BECERRA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	
1966	Kenya Airways	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1967	KENYA AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1968	KINGSWAYSOFT INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LICENSE MAINTENANCE FOR TOOL INTEGRATION	\$0.00	
1969	KLM ROYAL DUTCH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1970	KLM ROYAL DUTCH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1971	KLM ROYAL DUTCH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1972	KOHN CONSULTORIA E ASSESSORIA EMPRE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1973	KONINKLIJKE LUCHTVAART MAATSCHAPPIJ AIRLINES - KLM	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1974	KOPPS COMMERCIAL SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Beverage supply	\$398.00	
1975	KOREAN AIR CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1976	KOREAN AIR LINES CO LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1977	KOREAN AIR LINES CO LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
1978	KOREAN AIR LINES CO LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1979	KPMG SAS	AVIANCA COSTA RICA S.A.	Audit services agreement	\$0.00	
1980	KURTZMAN CARSON CONSULTAN	AVIANCA HOLDINGS S.A.	Provision of services	\$0.00	
1981	Kuwait Airways	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1982	L 3 COMERCIAL TRAINING SOLUTIO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de componentes, reparaciones y Mantenimiento Simulador ATR A320	\$0.00	
1983	LA ASOCIACION COLOMBIANA DE AUXILIARES DE VUELO Y DEMAS TRABAJADORES DE INDUSTRIA DEL SECTOR AEREO COLOMBIANO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO ENTRE AVIANCA S.A Y LA ASOCIACION COLOMBIANA DE AUXILIARES DE VUELO Y DEMAS TRABAJADORES DE INDUSTRIA DEL SECTOR AEREO COLOMBIANO- ACAV Fecha 2-12-2020	\$0.00	
1984	LA ASOCIACION COLOMBIANA DE AUXILIARES DE VUELO Y DEMAS TRABAJADORES DE INDUSTRIA DEL SECTOR AEREO COLOMBIANO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO EXTRACONVENCIONAL CELEBRADA ENTRE AVIANCA Y ACAV SOBRE LAS COMISIONES DE VENTAS A BORDO DE TCPS COL Fecha de firma 3-10-2009	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1985	LA ASOCIACION COLOMBIANA DE AUXILIARES DE VUELO Y DEMAS TRABAJADORES DE INDUSTRIA DEL SECTOR AEREO COLOMBIANO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO EXTRACONVENCIONAL COMPLEMENTARIA DEL ACTA DE ACUERDO FINAL DE MODIFICACION CONVENCIONAL AVIANCA-SAM ACAV 2005-2010 Fecha de firma 25-8-2005	\$0.00	
1986	LA ASOCIACION COLOMBIANA DE AUXILIARES DE VUELO Y DEMAS TRABAJADORES DE INDUSTRIA DEL SECTOR AEREO COLOMBIANO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO FINAL DE MODIFICACION CONVENCIONAL AVIANCA-SAM ACAV 2005-2010 Fecha de firma 25-8-2005	\$0.00	
1987	LA ASOCIACION COLOMBIANA DE AUXILIARES DE VUELO Y DEMAS TRABAJADORES DE INDUSTRIA DEL SECTOR AEREO COLOMBIANO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONVENCION COLECTIVA DE TRABAJO 2002-2004 Fecha de firma 04-10-2002	\$0.00	
1988	LA BEVANDA ITALIANA SOCIEDAD ANONIM	AVIANCA COSTA RICA S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1989	LA COMERCIAL S.A	TACA INTERNATIONAL AIRLINES S.A.	Snacks	\$0.00	
1990	LA CONSTANCIA LIMITADA DE CAPITAL	TACA INTERNATIONAL AIRLINES S.A.	Beverage supply	\$0.00	
1991	LA CONSTANCIA LIMITADA DE CAPITAL	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE AGUA	\$0.00	
1992	LA CONSTANCIA LIMITADA DE CAPITAL	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	SUMINISTRO DE AGUA	\$0.00	
1993	LA CONSTANCIA LIMITADA DE CAPITAL	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE BOTELLAS DE AGUA	\$0.00	
1994	LA CONSTANCIA LIMITADA DE CAPITAL	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE CERVEZA	\$0.00	
1995	LA PREVISORA S.A. COMPAÑIA DE SEGUROS	AVIANCA HOLDINGS S.A.; AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 1059263	\$0.00	
1996	LA PREVISORA S.A. COMPAÑIA DE SEGUROS	AVIANCA HOLDINGS S.A.; AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 1059274	\$0.00	
1997	LA RECETTA SOLUCIONES GASTRONOMICAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO CREMA DE CAFÉ	\$0.00	Acuerdo de niveles de servicio - Dic 2021
1998	LAATS SOCIEDAD ANONIMA	AVIASERVICIOS, S.A.	Cargo Ramp GUA	\$0.00	1 year extension, waive of the PPD 3% discount
1999	LAATS SOCIEDAD ANONIMA	TAMPA CARGO S.A.S.	Ramp Services GUA	\$0.00	1 year extension, waive of the PPD 3% discount
2000	LAB GROUP COLOMBIA HOTELS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2001	LABORATORIO CLINICO COLMEDICOS IPS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	Reduced price 5%, and extended contract term 12 months.
2002	LABORATORIO GUJARRO LASA S.A.	AVIANCA-ECUADOR S.A.	SERVICIOS DE EXAMENES MEDICOS PILOTOS Y PERSONAL ADMINISTRATIVO	\$0.00	
2003	LABORATORIOS ALVAREZ ALEMAN, S.A. DE C.V	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	Reduced price 5%, and extended contract term 12 months.
2004	LACTEOS SAN ANTONIO C.A.	AVIANCA-ECUADOR S.A.	Suministro de leches y jugos Ecuador	\$0.00	
2005	LAS MIGAS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALMUERZO CENA PAX CONTINGENCIA	\$882.53	
2006	LASA SOCIEDAD DE APOYO AERONAUTICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.; TACA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING (PAX-RCH-LET-AXM) 199-DC-2016	\$0.00	
2007	LASA SOCIEDAD DE APOYO AERONAUTICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.; TACA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING (RAMP - CLO-RCH-SMR-CUC-MDE-AXM-PEI-MZL-FLA-LET) 194-DC-2016	\$0.00	
2008	LASA SOCIEDAD DE APOYO AERONAUTICO	REGIONAL EXPRESS AMÉRICAS S.A.S.	Ground Handling Contract APO-AXM-CUC-FLA-MZL-SMR RG	\$0.00	
2009	LASA SOCIEDAD DE APOYO AERONAUTICO	TAMPA CARGO S.A.S.	GSE Maintenance CLO	\$0.00	
2010	LASA SOCIEDAD DE APOYO AERONAUTICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for ADZ station. Date of agreement December 1st, 2008	\$0.00	
2011	LASA SOCIEDAD DE APOYO AERONAUTICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Preposicion Agreement Riohacha	\$0.00	
2012	LASA SOCIEDAD DE APOYO AERONAUTICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES - CM 7100000298	\$0.00	
2013	LASA SOCIEDAD DE APOYO AERONAUTICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Nº 199-DC-2016	\$8,035.98	
2014	LATAM AIRLINES GROUP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2015	LATAM AIRLINES GROUP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2016	LATAM AIRLINES GROUP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2017	LATAM AIRLINES GROUP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2018	LATAM Argentina	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2019	LATAM BRASIL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2020	LATAM Colombia	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2021	LATAM Ecuador	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2022	Latam Paraguay	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2023	LATAM Peru	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2024	LATIN LOGISTICS LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
2025	LATIN LOGISTICS LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
2026	LATIN LOGISTICS LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
2027	LATIN LOGISTICS LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
2028	LATIN LOGISTICS LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
2029	LAURA INES CANAS MARQUEZ	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	
2030	LAX IN FLITE SERVICES LLC DBA ROYAL	TACA INTERNATIONAL AIRLINES S.A.	Servicio de lavandería para servicio abordo	\$3,318.13	
2031	LAXFUEL CORPORATION	TACA INTERNATIONAL AIRLINES S.A.	SECOND AMENDED AND RESTATED INTERLINE AGREEMENT	\$30,169.66	
2032	LD TRAVEL CORPORATION DBA CAPRICHO	LATIN LOGISTICS, LLC	AGENCY - AG127	\$0.00	
2033	LE PEP TOURS NV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte Pasajeros	\$0.00	
2034	LEADERSEARCH S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2035	LEALMAX TECH INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2036	LEARNING TECHNOLOGIES GROUP (COLOMBIA)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Regulación capacitación tripulantes	\$0.00	
2037	LEASING ASSOCIATES SERVICE INC	AVIANCA INC.	VEHICLE LEASE 23.08.2017	\$1 517.26	
2038	LEASING BANCOLOMBIA S A COMPAÑIA DE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Financial Leasing - No.197470	\$7,346.70	
2039	LEASING BANCOLOMBIA S A COMPAÑIA DE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Financial Leasing - No.197485	\$6,536.27	
2040	LEGADMI CONSULTING & SYSTEM SOCIEDA	TACA INTERNATIONAL AIRLINES S.A.	IMPLEMENTACION DE SOFTWARE DE NOMINA	\$0.00	
2041	LENNIN IVAN FLORES	TACA INTERNATIONAL AIRLINES S.A.	Suministro y recarga de exintores	\$0.00	Reduced price 5%, and extended contract term 12 months.
2042	LEONARDO IVAN LOPEZ HURTADO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2043	LEONARDO SANTOS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2044	LEXISNEXIS RISK SOLUTIONS	TACA INTERNATIONAL AIRLINES S.A.	MASTER SUBSCRIPTION AGREEMENT, 25 MAR 2015	\$35,453.44	
2045	LEYSNER & DE CUBA ACCOUNTANTS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO BPO NOMINA	\$0.00	
2046	LIBARDO ARDILA GOMEZ	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	
2047	LIBERTY SEGUROS DE VIDA S.A.	TAMPA CARGO S.A.S.	Insurance policy 396034	\$0.00	
2048	LIBERTY SEGUROS DE VIDA S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 396038	\$0.00	
2049	LifeMiles Ltd.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Acuerdo de Flujo de Recursos (Cash Flow Agreement)	\$0.00	
2050	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Advance Payment of Reward Seats Agreement	\$0.00	
2051	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Advance Payment of Reward Seats Agreement	\$0.00	
2052	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Advance Payment of Reward Seats Agreement	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2053	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Advance Payment of Reward Seats Agreement	\$0.00	
2054	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Agreement on Credit Card Collections	\$0.00	
2055	LifeMiles Ltd.	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Agreement to provide Employee Leisure and Corporate Travel	\$0.00	
2056	LifeMiles Ltd.	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Agreement to provide Miles Management	\$0.00	
2057	LifeMiles Ltd.	TACA INTERNATIONAL AIRLINES S.A.	Amended and Restated Master Services Agreement entre Taca y LifeMiles 14.08.2015	\$0.00	
2058	LifeMiles Ltd.	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Commercial Services Agreement	\$0.00	
2059	LifeMiles Ltd.	TACA INTERNATIONAL AIRLINES S.A.	Contrato de Garantía Mobiliaria sobre Cuentas por Cobrar (Costa Rica) (Movable Guarantee over Receivables)	\$0.00	
2060	LifeMiles Ltd.	TACA INTERNATIONAL AIRLINES S.A.	Contrato de Garantía Mobiliaria sobre Cuentas por Cobrar (Guatemala) (Movable Guarantee over Receivables)	\$0.00	
2061	LifeMiles Ltd.	TACA INTERNATIONAL AIRLINES S.A.	Contrato de Garantía Mobiliaria sobre Cuentas por Cobrar (Honduras) (Movable Guarantee over Receivables)	\$0.00	
2062	LifeMiles Ltd.	TACA INTERNATIONAL AIRLINES S.A.	Contrato de Garantía Mobiliaria sobre Cuentas por Cobrar (El Salvador) (Movable Guarantee over Receivables)	\$0.00	
2063	LifeMiles Ltd.	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Contrato de Mandato Comercial (Commercial Mandate)	\$0.00	
2064	LifeMiles Ltd.	TACA INTERNATIONAL AIRLINES S.A.	Contrato de reconocimiento de obligaciones y constitución de prenda mercantil sobre cartera de crédito (Nicaragua) (Movable Guarantee over Receivables)	\$0.00	
2065	LifeMiles Ltd.	TAMPA CARGO S.A.S.	Convenio de Participación Comercial (Commercial Participation Agreement)	\$0.00	
2066	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Database Agreement	\$0.00	
2067	LifeMiles Ltd.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Hipoteca sobre bien mueble (Panama) (Mortgage over movable asset)	\$0.00	
2068	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.	Memorandum of Understanding PNR on Hold	\$0.00	
2069	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.	Memorandum of Understanding Additional Member Direct Products	\$0.00	
2070	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Miles & Seats Purchase and Sale Agreement	\$0.00	
2071	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Omnibus Amendment to the Avianca-LifeMiles Advance Payment of Reward Seats Agreements	\$0.00	
2072	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Omnibus Amendment to the Avianca-LifeMiles SBU Agreements	\$0.00	
2073	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	Trademark License Agreement	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2074	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Trademark License Agreement	\$0.00	
2075	Lifemiles LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Card services agreement - Agreement for provision of credit and debit card processing services by thr airline to LifeMiles Aug 14-15	\$0.00	
2076	Lifemiles LTDA	AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Card services agreement - Agreement for provision of credit and debit card processing services by thr airline to LifeMiles Aug 14-15	\$0.00	
2077	Lifemiles LTDA; Al Loyalty (Cayman) Limited	AVIANCA HOLDINGS S.A.; AV LOYALTY BERMUDA LTD.	Shareholders Agreement	\$0.00	
2078	Liliana Bocanegra	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2079	LINEA ADHESIVA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Suministro de Etiquetas de ID Deprisa	\$0.00	
2080	LÍNEAS AÉREAS DE ESPAÑA S.A. OPERADORA S.U.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA ANEXO B - LUGARES, SERVICIOS CONTRATADOS Y TARIFFAS DE ENERO DE 2008 BOG-RNG	\$0.00	
2081	LINEAS AEREAS SURAMERICANAS S A	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2082	LINEAS ESCOLARES Y TURISMO SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 160-DC-2017	\$0.00	
2083	LINKEDIN IRELAND LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2084	LINOTPIA MARTINEZ S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Cajas alimentos Servicio Abordo	\$0.00	
2085	LIPZIG S.A	AVIATECA, S.A.	GROUND FUEL SUPPLY FRs	\$0.00	
2086	LLORENTE & CUENCA COLOMBIA S.A.S.	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for Project Sunrise	\$0.00	
2087	LODGING SOLUTIONS LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	Waived 100% pre petition debt and extended contracts 24 months
2088	LOGICAIR GROUP INC	TACA INTERNATIONAL AIRLINES S.A.	Suministro Insumos Estados Unidos	\$2,765.65	
2089	LOGISTICA DE AVANZADA Y SISTEMAS SA	TACA INTERNATIONAL AIRLINES S.A.	Mensajería doméstica de documentos en Honduras.	\$0.00	Reduced price 5% and extended contract term 12 months.
2090	LOGISTICA GROUP SAS	TAMPA CARGO S.A.S.	Cargo Handling BOG	\$0.00	
2091	LONGPORT CHILE SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad Aeroporturia Chile	\$0.00	
2092	LONGPORT COLOMBIA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Seguridad aeroportuaria COL	\$0.00	
2093	LOPEZ & ASOCIADOS SAS	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor)	\$0.00	Reduced price 5%, and extended contract term 12 months.
2094	LOS ANGELES WEST TERMINAL FUEL CORP	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE LAX -Los Angeles West Terminal Fuel Corporation Amended and Restated Interline Agreement December 31st 1989	\$0.00	
2095	LOS ANGELES WEST TERMINAL FUEL CORP; PLH AVIATION SERVICES CORP	TACA INTERNATIONAL AIRLINES S.A.	OPERATOR AGREEMENT	\$0.00	
2096	LOT Polish Airlines	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
2097	LOT POLISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2098	LOT POLISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2099	LOT POLISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
2100	LOT POLISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
2101	LOT POLSKIE LINIE LOTNICZE AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2102	LOUD AND LIVE INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SPONSORSHIP 7862085525	\$0.00	Payment terms

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2103	LOYALTY CO	TACA INTERNATIONAL AIRLINES S.A.	Master Services Agreement entre TAI y Loyalty Co.	\$0.00	
2104	LOYALTY EN LA NUBE SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
2105	LR MIAMI AIRPORT HOTEL LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement MIAMI	\$226,302.32	Waived 50% pre-petition debt
2106	LSG SKY CHEFS	TACA INTERNATIONAL AIRLINES S.A.	SERVICES OF CATERING	\$3,078.03	Unsecure prepetition debt confirmation
2107	LSG SKY CHEFS	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	SERVICES OF CATERING	\$13,065.00	Unsecure prepetition debt confirmation
2108	Luca Pfeifer	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2109	Lucía Ávila	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2110	Lufthansa	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2111	LUFTHANSA	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	
2112	Lufthansa Cityline	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	MITA Airline Partner	\$0.00	
2113	LUFTHANSA G.H.A.B.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2114	LUFTHANSA INDUSTRY SOLUTIONS GMBH &	TACA INTERNATIONAL AIRLINES S.A.	MyIDtravel	\$0.00	
2115	LUFTHANSA LH-220	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2116	LUFTHANSA SYSTEMS AMERICAS,INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; NICARAGÜENSE DE AVIACIÓN, S.A.; TACA DE HONDURAS, S.A. DE C.V.; TAMPA CARGO S.A.S.	SOFTWARE - AMOS	\$151,377.51	
2117	LUFTHANSA SYSTEMS GMBH & CO KG	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	PLANEACIÓN DE VUELO	\$0.00	
2118	LUFTHANSA TECHNIK AG	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	NDA	\$0.00	
2119	LUFTHANSA TECHNIK AG	AVIANCA HOLDINGS S.A.	Non-disclosure agreement	\$0.00	
2120	LUFTHANSA, BRUSSELS AIRLINES, SWISS INTERNATIONAL AIR LINES Y AUSTRIAN AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
2121	LUIS ANTONIO SANABRIA APONTE	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	SERVICIO DE ALIMENTACION CREW NAL	\$0.00	
2122	LUIS ANTONIO SANABRIA APONTE	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	SERVICIO DE ALMUERZO CENA PAX CONTINGENCIA	\$0.00	
2123	LUIS ARTURO CELIS VELASCO	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE CONSULTORIA PARA MATRIZ REQUISITOS AMBIENTALES	\$0.00	
2124	Luis Emilio Linares	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2125	Luis Fernanda Cárdenas	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2126	Luis Gerardo Alfaro	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2127	LUIS MONTES DE OCA	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for Project Sunrise	\$0.00	
2128	LUIS MONTES DE OCA	TAMPA CARGO S.A.S.	Shareholders Agreement	\$0.00	
2129	LUIS MONTES DE OCA CHAVERRI	TAMPA CARGO S.A.S.	CREDIT AGREEMENT CREDIT AGREEMENT	\$0.00	
2130	LUIS MONTES DE OCA CHAVERRI	TAMPA CARGO S.A.S.	SERVICES AGREEMENT SERVICES AGREEMENT	\$0.00	
2131	LUISA FERNANDA GÓMEZ CASI	TAMPA CARGO S.A.S.	NDA	\$0.00	
2132	M Y K IMPRESOS SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.; SERVICIO TERRESTRE, AEREO Y RAMPAS S.A.	Cajas de Cartón para Servicio Abordo en Costa Rica.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2133	Macquire Bank Limited	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	ISDA 2002 Master Agreement 05.29.2013	\$0.00	
2134	Macquire Bank Limited	TACA INTERNATIONAL AIRLINES S.A.	ISDA 2002 Master Agreement 05.29.2013	\$0.00	
2135	MACUA SOLUCIONES SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	SERVICIO DE COACHING	\$0.00	Reduced price 10%, and extend contract term 24 months.
2136	MADAS LLC	LATIN LOGISTICS, LLC	AGENCY - AG213-215	\$0.00	Commission adjustment
2137	MADISA MANEJO DE DESECHOS INDUSTRIA	SERVICIO TERRESTRE, AEREO Y RAMPAS S.A.	Recolección de residuos Costa Rica -	\$0.00	
2138	MADURO BANK	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	MADURO & CURIEL'S BANK MERCHANT ELECTRONIC SERVICE AGREEMENT, 20 DIC 2006	\$0.00	
2139	MAFESA EL SALVADOR LIMITADA DE CAPI	TACA INTERNATIONAL AIRLINES S.A.	Content for IFE	\$0.00	
2140	MAGIC TOURS MT SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	Exclusive Representatition Agreement	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2141	MAGNOLIA HERNANDEZ ARENAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMERICAS S.A.S.	SERVICIO DE TRADUCCIONES OFICIALES	\$0.00	Reduced price 5%, and extended contract term 12 months.
2142	MAI TOURS SL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Transporte terrestres MAD y BCN	\$0.00	
2143	MAILCAR SRL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Transporte Personal y Pasajeros	\$0.00	
2144	MALAYSIA AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2145	MALAYSIA AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
2146	MALAYSIA AIRLINES MH-232	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2147	Malaysian Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2148	MALCOM JEFFS	TAMPA CARGO S.A.S.	NDA	\$0.00	
2149	MANANTIAL SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE DISPENSADOR FILTRO DE AGUA	\$0.00	
2150	Mandarin Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2151	MANGO TRAVEL NI SOCIEDAD ANÓNIMA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
2152	MANITOBA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 0010-DC 2015	\$0.00	
2153	MANTAORO HOTELERA MANTA S.A.	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION PAX	\$0.00	
2154	MANTILCO SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	Line maintenance Agreement for MVD station. Date of agreement October 15th 2007	\$0.00	
2155	MANTILCO SA	TAMPA CARGO S.A.S.	Line maintenance Agreement for MVD station. Date of agreement October 15th 2007	\$0.00	
2156	MANTIS SERVICES INTERNATIONAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2157	Manuel Ambriz Lopez	AVIANCA HOLDINGS S.A.	Contrato de Trabajo a Termino Indefinido Con Salario Integral	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to Mr. Neuhauser, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to Mr. Neuhauser, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
2158	Manuel Arboleda	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2159	Manuela López	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2160	MANUELITA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 253 DC 2016	\$0.00	
2161	MAP CARGO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios desde y hacia Colombia.	\$0.00	Reduced price 10%, and extend contract term 24 months.
2162	MAPFRE ATLAS COMPANIA DE SEGUROS S.A.	AVIANCA-ECUADOR, S.A.	Insurance policy 8004117007569	\$0.00	
2163	MAPFRE ATLAS COMPANIA DE SEGUROS S.A.	AVIANCA-ECUADOR, S.A.	Insurance policy 8004220000174	\$0.00	
2164	MAPFRE ATLAS COMPANIA DE SEGUROS S.A.	AVIANCA-ECUADOR, S.A.	Insurance policy 8004220001326	\$0.00	
2165	MAPFRE ATLAS COMPANIA DE SEGUROS S.A.	AVIANCA-ECUADOR, S.A.	Insurance policy 8004415000117 / 8004418000076	\$0.00	
2166	MAPFRE ATLAS COMPANIA DE SEGUROS S.A.	AVIANCA-ECUADOR, S.A.	Insurance policy 8004415000117 / 8004418000076	\$0.00	
2167	MAPFRE COSTA RICA	AVIANCA COSTA RICA S.A.	Insurance policy 2931810100202	\$0.00	
2168	MAPFRE COSTA RICA	AVIANCA COSTA RICA S.A.	Insurance policy 2931810100202	\$0.00	
2169	MAPFRE SEGUROS GENERALES DE COLOMBIA S A	REGIONAL EXPRESS AMERICAS S.A.S.	Insurance policy 5024220900101	\$0.00	
2170	MAPFRE SEGUROS GENERALES DE COLOMBIA S A	REGIONAL EXPRESS AMERICAS S.A.S.	Insurance policy 5024220900101	\$0.00	
2171	MAPFRE SEGUROS GENERALES DE COLOMBIA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 9201220900101	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2172	MAPFRE SEGUROS GENERALES DE COLOMBIA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 9201220900101	\$0.00	
2173	MAPFRE SEGUROS GENERALES DE COLOMBIA S A	TAMPA CARGO S.A.S.	Insurance policy 9201220900102	\$0.00	
2174	MAPFRE SEGUROS GENERALES DE COLOMBIA S A	TAMPA CARGO S.A.S.	Insurance policy 9201220900102	\$0.00	
2175	MAPFRE SEGUROS GUATEMALA SOCIEDAD ANONIMA	AVIATECA, S.A.	Insurance policy AV-10275	\$0.00	
2176	MAPFRE SEGUROS GUATEMALA SOCIEDAD ANONIMA	AVIATECA, S.A.	Insurance policy AV-10275	\$0.00	
2177	MARCIRY SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Utilities MVD	\$0.00	
2178	MARCO POLO OPERADORES SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Transporte en Mexico - Toluca	\$0.00	
2179	MARCO TULIO BENAVIDES MORALES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2180	MARGOTH ELIZABETH	AVIANCA-ECUADOR S.A.	SERVICIO DE CONSULTORIA TALENTO HUMANO	\$0.00	
2181	MARIA CAMILA ROJAS CASTRO	TAMPA CARGO S.A.S.	NDA	\$0.00	
2182	Maria Carolina Cortés	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2183	Maria Catalina Perdomo	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2184	MARIA DELCARMEN GARCIA MERLOS	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Asesoría Tributaria para Tecnical And Training Services S.A. de C.V. en El Salvador, sobre Ley de servicios internacionales	\$0.00	
2185	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of april 22nd, 2016 and with an undefined term.	\$0.00	
2186	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of august 14th, 2018 and with an undefined term.	\$0.00	
2187	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of august 3rd, 2016 and with an undefined term.	\$0.00	
2188	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of december 18th, 2014 and with an undefined term.	\$0.00	
2189	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of december 4th, 2016 and with an undefined term.	\$0.00	
2190	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of december 4th, 2018 and with an undefined term.	\$0.00	
2191	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of february 21st, 2018 and with an undefined term.	\$0.00	
2192	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of july 1st, 2016 and with an undefined term.	\$0.00	
2193	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of march 22nd, 2018 and with an undefined term.	\$0.00	
2194	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of may 20th, 2016 and with an undefined term.	\$0.00	
2195	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of may 6th, 2016 and with an undefined term.	\$0.00	
2196	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of november 3rd, 2016 and with an undefined term.	\$0.00	
2197	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of october 19th, 2016 and with an undefined term.	\$0.00	
2198	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of october 30th, 2016 and with an undefined term.	\$0.00	
2199	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of october 31st, 2016 and with an undefined term.	\$0.00	
2200	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of september 10th, 2016 and with an undefined term.	\$0.00	
2201	MARIA GUILLERMINA AGUILAR JOVEL	TACA INTERNATIONAL AIRLINES S.A.	Suministros de Cafetería de El Salvador -	\$0.00	
2202	Maria José Pinto	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2203	Maria Paula Duque	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2204	MARIANA DE JESUS ROMERO GUARNIZO	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION CREW	\$0.00	
2205	MARIELA ISABEL ORTIZ MONTERROSA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALMUERZO COMIDA TRIPULACION	\$0.00	
2206	MARKETING SERVICING AND TRADING SRL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GENERAL SALES AGENCY AGREEMENT	\$0.00	
2207	MARKETING SERVICING AND TRADING SRL	AVIANCA COSTA RICA S.A.	PROVISION OF SERVICES	\$0.00	
2208	MARKETING SERVICING AND TRADING SRL	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
2209	MARKETING SERVICING AND TRADING SRL	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
2210	Marlon Amador	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2211	MARRERO VIAJES Y TURISMO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2212	MARROQUINERA RIVIERA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de dotación Ecuador	\$0.00	
2213	MARSAL SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
2214	MARSH CLAIMS SOLUTIONS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Contract for managing all claims for the cell captive, expires after policy ends in 6 yrs (2026)	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2215	MARSH USA INC	AVIANCA, INC.	PROVISION OF SERVICES 7100006135	\$0.00	
2216	MARSHE FOOD CORPORATION BV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2217	MARSUENOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2218	Marta Sofia Gonzalez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2219	MARTHA NARANJO NARVAEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
2220	Martin Candela	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2221	MASSACHUSETTS INSTITUTE OF TECHNOLOGY	TAMPA CARGO S.A.S.	NDA	\$0.00	
2222	MASTERBASE COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PLATAFORMA DE FUNCIONALIDAD EMAIL MARKETING	\$0.00	Reduced price 5%, and extended contract term 12 months.
2223	Matthew Paul Vincett	AVIANCA HOLDINGS S.A.	Contrato Individual de Trabajo por Tiempo Indefinido	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to Mr. Neuhauser, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to Mr. Neuhauser, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
2224	MAURO CASTANARES BARINDELLI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de aduanas de carga aeronautica y no aeronautica necesarios en Perú para Comex&Log AV.	\$0.00	Reduced price 10%, and extend contract term 24 months.
2225	MAXILABOR DIAGNOSTICOS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2226	MAXIMUS GLOBAL SERVICES LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (WHEELCHAIRS IAD) 87-DC-2019	\$44,504.41	Waived 50% pre-petition debt payment terms, 2 years extension
2227	MAYATUR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2228	MAYORPLUS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2229	MAYRA GABRIELA	AVIANCA-ECUADOR S.A.	Servicio de actualización de Manuales	\$0.00	Reduced price 5%, and extended contract term 12 months.
2230	MC MILLAN COMUNICACIONES DE EL SALV	TACA INTERNATIONAL AIRLINES S.A.	Maquinas de rayos x - El Salvador	\$0.00	
2231	MEDAIRE INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 00GRMA535461	\$0.00	
2232	MEDAIRE INC	AVIANCA-ECUADOR, S.A.	Insurance policy 00GRMA535461	\$0.00	
2233	MEDAIRE INC	AVIATECA, S.A.	Insurance policy 00GRMA535461	\$0.00	
2234	MEDAIRE INC	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Insurance policy 00GRMA535461	\$0.00	
2235	MEDAIRE INC	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 00GRMA535461	\$0.00	
2236	MEDAIRE INC	TAMPA CARGO S.A.S.	Insurance policy 00GRMA535461	\$0.00	
2237	MEDICINA PARA EL ECUADOR MEDIECUADOR HUMANA S.A.	AVIANCA-ECUADOR, S.A.	Insurance policy 231292	\$0.00	
2238	MEGA MLA SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	HERRAMIENTA DE PROCESOS	\$0.00	Termination fee from 900K USD to 560K USD
2239	MEGA MLA SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	HERRAMIENTA DE PROCESOS	\$0.00	Termination fee from 900K USD to 560K USD
2240	Megacap Aviation Group Limited	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$0.00	
2241	MELTWATER NEWS US INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Monitoreo de medios	\$0.00	Reduced price 5%, and extended contract term 12 months.
2242	MEMORY CORP SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Custodia de medios magnéticos en Colombia.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2243	MENDOZA A ABOGADOS ASOCIADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services no. 85-DC-2018, subscribed as of september 5th, 2018 with an undefined term.	\$0.00	
2244	MENZIES AVIATION UK	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (RAMP/PAX- LHR)	\$0.00	1 year extension and waive of the PPD
2245	MENZIES AVIATION UK	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Passanger services Londres	\$0.00	1 year extension and waive of the PPD
2246	MERA AEROPUERTOS, S.A DE C.V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2247	MERA AEROPUERTOS, S.A DE C.V	AVIANCA COSTA RICA S.A. AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2248	MERAMEXAIR SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2249	MERAMEXAIR SA	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2250	MERAMEXAIR SA	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2251	MERCER (COLOMBIA) LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIOS PROFESIONALES PARA LA REALIZACION DE VALUACIONES ACTUARIALES N°135-DC-2018 Otro si No. 1 31.10.2018	\$0.00	
2252	MERCURY GSE	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	VEHICLE AND EQUIPMENT RENTAL AGREEMENT- Contrato sin numero	\$0.00	
2253	Merrill Lynch International	TACA INTERNATIONAL AIRLINES S.A.	ISDA 2002 Master Agreement 01.26.2015	\$0.00	
2254	MESA AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2255	MESSER COLOMBIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Suministro de Oxigeno y nitrogeno	\$0.00	
2256	Messier Bugatti Dowty	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ATR72 Nose and Main Wheels and Sepcarb III or Brake GTA	\$8,742.50	
2257	MESSIER-BUGATTI DOWTY (E6137)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Wheels and Brakes maintenance contract for B787 June 2013	\$0.00	Waived 100% pre-petition debt, extended contract 04.06.2025
2258	META MEDICINA E SEGURANCA DO TRABAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2259	METALDEG SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Mantenimiento de puertas	\$0.00	
2260	METLIFE MEXICO, S.A.	TACA DE MEXICO, S.A.	Insurance policy 729004	\$0.00	
2261	METLIFE SEGUROS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 2101/ 7399- 0	\$0.00	
2262	METROPOLITAN LIFE SEGUROS E PREVIDENCIA PRIVADA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 930103126	\$0.00	
2263	MIAMI AIRPORT LESSEE LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement MIAMI	\$154,838.50	Payment Terms
2264	MIAMI DADE COUNTY FLORIDA	AVIANCA, INC.	Utilities MIA	\$9,793.00	
2265	MIAMI TECHNOLOGY GROUP INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE IMPLEMENTATION	\$0.00	
2266	Michael Anthony Swiatek	AVIANCA HOLDINGS S.A.	Contrato de Trabajo a Termino Indefinido Con Salario Integral	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to Mr. Neuhauser, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months' base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to Mr. Neuhauser, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months' base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months' base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months' base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
2267	Michael Ruplitsch	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2268	Michael Swiatek	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2269	MICROBIOLOGOS ASOCIADOS SA	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
2270	MICROHOME LTDA	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	
2271	MICROSOFT CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	License O365 and Azure	\$0.00	MOU Signed 29.06.2021
2272	MICROSOFT ONLINE INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Metabuscador	\$0.00	MOU Signed 29.06.2021
2273	MICROSTRATEGY MEXICO, S. DE R.L. DE	TACA S.A.	Licencias microstrategy - Reportes de auditoria	\$6,977.62	
2274	MICROSYSTEM SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de custodia de archivo	\$0.00	Reduced price 10%, and extend contract term 24 months.
2275	Middle East Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2276	MIGUEL ANGEL GUTIERREZ PEREZ	AVIANCA-ECUADOR S.A.	Calzado ECU	\$0.00	
2277	MILBANK LLP	AVIANCA HOLDINGS S.A.	Provision of Services for legal services, subscribed as of march 1st, 2020 with an undefined term.	\$0.00	
2278	MILMAN E BARROS ADVOGADOS ASSOCIADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2279	MINT MEDIA INTERACTIVE SOFTWARE SYS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Capacitación tripulaciones	\$26,364.66	
2280	MIRTHA ELIZABETH AMARILLA COLMAN	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 162-DC-2018	\$0.00	Reduced price 10%, and extend contract term 24 months.
2281	MNG AIRLINES INC.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2282	MON VOYAGE AGENCIA DE VIAJES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2283	Mónica Pineda	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2284	MONTE S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	LIQUOR SUPPLY CONTRACT	\$0.00	
2285	MONVI SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING SANTA MARTA MC25	\$0.00	
2286	MONVI SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS D93	\$0.00	Extend contract term by 2 months
2287	MONVI SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES16	\$0.00	
2288	MONVI SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN SANTA MARTA AND RIOHACHA D93	\$0.00	Extend contract term by 2 months
2289	MONVI SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT AND COURIER SALE POINTS ADMINISTRATION - MAGDALENA AG150	\$0.00	Commission adjustment
2290	MONVI SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - MAGDALENA AG154	\$0.00	Commission adjustment
2291	Morgan Stanley Capital Group Inc	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ISDA 2002 Master Agreement 20.04.2007	\$0.00	
2292	MOTOBOY S.A DE CV	TACA INTERNATIONAL AIRLINES S.A.	Mensajería doméstica de documentos en El Salvador.	\$0.00	
2293	MSN AIRPORT SERVICE	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AGREEMENT SGHA LAX	\$0.00	
2294	MUDAMOS EXPRESS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 273-DC-2016	\$0.00	
2295	MULTIENTREGA SA	TACA INTERNATIONAL AIRLINES S.A.	Mensajería doméstica de documentos en Panamá.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2296	MULTIMODAL DE TRANSPORTES S.A.S MULTITRANS S.A.S	TAMPA CARGO S.A.S.	Transporte terrestre de carga requerido para QT en BOG y CLO - Colombia.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2297	MULTIVIAJES LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2298	MUNDITUR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2299	MUNDO JOVEN SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2300	MUNDO TURISTICO E U	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2301	MUNDO VIAJES UN DESTINO PARA TI/ KEYLA YULIETH SILVA GARCIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2302	MUNSER SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN ASUNCION 15.10.2008	\$0.00	
2303	MUNSER SA	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN ASUNCION Diciembre 2010	\$0.00	
2304	MUNSER SA	TAMPA CARGO S.A.S.	Cargo Handling ASU	\$0.00	Reduced price 5%, and extended contract term 12 months.
2305	MUTUAL OF OMAHA	C.R. INT L ENTERPRISES, INC.	Insurance policy G0000AXST 0003	\$0.00	
2306	MUTUAL OF OMAHA	AVIANCA, INC.	Insurance policy G0000AXST 0004	\$0.00	
2307	MUTUAL OF OMAHA	AMERICA CENTRAL CORP.	Insurance policy G000AXST 0001	\$0.00	
2308	MUTUAL OF OMAHA	TAMPA CARGO S.A.S.	Insurance policy G000AXST 0002	\$0.00	
2309	MVP INTERNATIONAL FREIGHT SYSTEM IV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios en USA para Comex&Log.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2310	MVP TRANSPORTATION & LOGISTIC INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte terrestre de carga necesarios en USA para Comex&Log AV.	\$0.00	
2311	MW AVIATION LEASING (BVI) LIMITED	TAMPA CARGO S.A.S.	NDA	\$0.00	
2312	MYRIAM LUZ ELIZABETH ZAMORA GONZALE	AVIATECA S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
2313	NACIONAL DE SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 400017868	\$0.00	
2314	NACIONAL DE SEGUROS S.A.	TAMPA CARGO S.A.S.	Insurance policy 400024907	\$0.00	
2315	NACIONAL DE SEGUROS S.A.	AVIANCA COSTA RICA S.A.	Insurance policy 400024908	\$0.00	
2316	NACIONAL DE SEGUROS S.A.	AVIANCA-ECUADOR S.A.	Insurance policy 400024909	\$0.00	
2317	NACIONAL DE SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 400024912	\$0.00	
2318	NACIONAL DE SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 400024912	\$0.00	
2319	NACIONAL DE SEGUROS S.A.	TAMPA CARGO S.A.S.	Insurance policy 400024913	\$0.00	
2320	NACIONAL DE SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 400025180	\$0.00	
2321	NACIONAL DE SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 400025180	\$0.00	
2322	NANCY ELIZABETH QUAN SERRANO	TACA INTERNATIONAL AIRLINES S.A.	CONSULTORIA ANALISIS VERTIEMENTOS GUATEMALA	\$0.00	
2323	NARANJO MARTINEZ & ASOCIADOS CIA LT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services no. 45-DC-2019 subscribed as of January 1st, 2019 and with an undefined term (legal aeronautic counseling).	\$25,688.26	
2324	NASSAR ABOGADOS COSTA RICA SOCIEDAD	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services and local representation no. 145-DC-2019, subscribed since November 1st, 2019 with an undefined term.	\$181,000.00	
2325	Natalia García	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2326	Natalia Rodríguez Patiño	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2327	NATALIE ESPERANZA DBA ENVIOS NA YA	LATIN LOGISTICS, LLC	AGENCY - AG411	\$0.00	
2328	NATIVIDAD ABOGADOS SC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; GRUPO TACA HOLDINGS LIMITED	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
2329	NATURA TRAVEL DE COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2330	NAVARRO & CALVO SA	AVIANCA COSTA RICA S.A.	Servicio de Jardineria Costa Rica	\$0.00	
2331	NEC CORPORATION OF AMERICA	TACA INTERNATIONAL AIRLINES S.A.	Telefonia Fija	\$1,180.00	
2332	NEDIAR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento Mock Up Colombia	\$0.00	Reduced price 5%, and extended contract term 12 months.
2333	NEEK DESARROLLO HUMANO S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE COACHING	\$0.00	
2334	NEGOCIOS CORPORATIVOS B & R, S.A.	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
2335	NETWORK AIRLINES SERVICES	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN UNITED KINGDOM, INDIA, DUBAI, IRELAND & PORTUGAL	\$0.00	
2336	NETWORK CARGO MANAGEMENT CORP	AVIANCA COSTA RICA S.A.	CARGO GENERAL SALES AGREEMENT IN CANADA	\$0.00	
2337	NETWORK CARGO MANAGEMENT CORP	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN U.S.A. (EXCEPT MIA, CA, IL, OR, WA)	\$0.00	
2338	NETWORK CARGO SYSTEMS INTERNATIONAL	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	GSA AGREEMENT	\$0.00	
2339	NETWORK MANAGEMENT SOLUTION OF FLOR	LATIN LOGISTICS, LLC	Utilities agreement MIA	\$604.04	
2340	NETWORK MANAGEMENT SOLUTION OF FLORIDA	AVIANCA, INC.	Mantenimiento Sistemas electricos MIA	\$0.00	
2341	NEW SOUTH PARKING	TACA INTERNATIONAL AIRLINES S.A.	Parking Service JFK	\$50.00	
2342	NHL NIPPON AIRWAYS CO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE TOKYO	\$0.00	
2343	NHL NIPPON AIRWAYS CO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE TOKYO	\$0.00	
2344	NHL NIPPON AIRWAYS CO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner TOKYO	\$0.00	
2345	NHL NIPPON AIRWAYS CO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2346	NHL NIPPON AIRWAYS CO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement TOKYO	\$0.00	
2347	NIDIA MONTOYA GOMEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2348	NIGER AIR CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2349	NIPPON CARGO AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2350	Nissim Jabiles	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2351	NORMA SARMIENTO	TAMPA CARGO S.A.S.	NDA	\$0.00	
2352	NORTH AIR LOGISTICS A.S.	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN NORWAY, SWEDEN, FINLAND AND DENMARK	\$0.00	
2353	NORTUR MURILLO RODRIGUEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2354	NOVATOURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
2355	NOVATOURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2356	NOVELL SOFTWARE NOLA COMPANIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Licencias Back up - dataprotector	\$0.00	
2357	NUALISA ADMINISTRATIES NV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO BPO NOMINA	\$0.00	Reduced price 10%, and extend contract term 24 months.
2358	NUBETOURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2359	NUBIA MARIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Alquiler Gruas COL	\$0.00	Reduced price 10%, and extend contract term 24 months.
2360	NUEVAS INVERSIONES TECNOLOGICAS ASO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2361	NUMITOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2362	NUOVO ALIMENTOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE SNACKS	\$0.00	
2363	OAG WORLDWIDE LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Compra de itinerarios	\$0.00	Reduced price 5%, and extended contract term 12 months.
2364	OAR INDUSTRIAL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento estibadores Servicio a Bordo	\$0.00	Reduced price 10%, and extend contract term 24 months.
2365	Octavio Bravo	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2366	OCTOPUS TRAVEL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2367	OD GUATEMALA Y COMPANIA LIMITADA	AVIATECA, S.A.	Suministro de Papeleria de oficina	\$652.00	
2368	OFERTA DE VIAJES S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2369	OFICINA INTERNACIONAL DE VIAJES RAMARBE S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2370	OFIX SUMINISTRO Y LOGISTICA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Suministro de Colillas automatizadas Bag Tag para ATO en COL, SAL y ECU.	\$0.00	
2371	OFIX SUMINISTRO Y LOGISTICA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMERICAS S.A.S.; TAMPA CARGO S.A.S.	Suministro de papeleria operativa	\$0.00	
2372	OLGA LUCIA MARTINEZ ECHEVERRY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2373	OLIVER WYMAN INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	NDA	\$0.00	
2374	OLYMPIADES BRUSSELS HOTEL SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Accommodation Agreement BRUXELLES	\$0.00	
2375	Olympic Airlines	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2376	OLZTAD, SOCIEDAD ANONIMA	AVIATECA, S.A.	Mantenimiento de compresor hangar	\$0.00	
2377	OM MANAGEMENT INC	TAMPA CARGO S.A.S.	Pruebas de alcohol y drogas	\$0.00	
2378	Oman Air	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2379	OMAN AIR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2380	OMAN AIR S.A.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2381	OMAR FERNANDO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2382	ONE HANDLING SYSTEM SERVICIOS AUXILI	TAMPA CARGO S.A.S.	Cargo Handling Brasil	\$0.00	2 year extension and renegotiation to increase up to 50% the income for document handling
2383	OPEN CLEAN SRL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Facility Management República Dominicana	\$0.00	
2384	OPEN IT SOFTWARE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Licencias Nagios -	\$0.00	Reduced price 5%, and extended contract term 12 months.
2385	OPERA TRANSPORTE Y LOGISTICA INTEGRAL SAS - EN REORGANIZACION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T99	\$0.00	Extend contract term by 2 months
2386	OPERADOR HOTELERO CALI S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement CALI	\$0.00	
2387	OPERADOR HOTELERO PACTIA CORFERIAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2388	OPERADORA INTERHOLIDAY SAS	AVIANCA-ECUADOR S.A.	Accommodation Agreement BOGOTA	\$0.00	
2389	OPERADORA OMX SA DE CV	TACA DE MEXICO, S.A.	Suministro de Papeleria de oficina	\$0.00	
2390	OPERADORES DEL LITORAL LTDA	TAMPA CARGO S.A.S.	GROUND FUEL BAQ	\$0.00	
2391	ORACLE COLOMBIA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Documento de pedido de licencia ilimitada perpetua y a termino (PULA)+	\$95,573.31	
2392	ORBITAL SERVICIOS AUXILIARES DE TRAN	TAMPA CARGO S.A.S.	Ramp Services MAO	\$0.00	
2393	ORGANISMO INTERNACIONAL REGIONAL DE	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Fumigación de cajas de madera	\$0.00	
2394	ORGANISMO INTERNACIONAL REGIONAL DE	AVIATECA, S.A.	Fumigación Guacales SAL	\$0.00	
2395	ORGANIZACION DE AVIADORES DE AVIANCA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO TEMPORAL SUSCRITO ENTRE AVIANCA S.A. Y LA ORGANIZACIÓN DE AVIADORES DE AVIANCA - ODEAA COMO CONSECUENCIA DEL COVID-19 Fecha de firma 23-11-2020	\$0.00	
2396	ORGANIZACION DE AVIADORES DE AVIANCA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACUERDO COLECTIVO DE TRABAJO SUSCRITO ENTRE AVIANCA Y LOS PILOTOS AVIANCA - LA ORGANIZACIÓN DE AVIADORES DE AVIANCA "ODEAA" Fecha de firma 31-03-2017	\$0.00	
2397	ORGANIZACION TERPEL REPUBLICA DOMIN	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FUEL SUPPLY SANTO DOMINGO SDQ	\$21,372.00	
2398	ORGANIZACION TERPEL S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	FUEL SUPPLY COLOMBIA	\$2,153,866.61	
2399	ORGANIZACION TERPEL S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND FUEL BOG	\$0.00	
2400	ORGANIZACION TURISTICA DEL HUILA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2401	OSCAR ALONSO GARZON MENDEZ	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	Reduced price 5%, and extended contract term 12 months.
2402	OSCAR BEJARANO COTO Y ASOCIADOS S.A	GRUPO TACA HOLDINGS LIMITED	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
2403	OSDE - FILIAL METROPOLITANA	TAMPA CARGO S.A.S.	Insurance policy P86175488202	\$0.00	
2404	OSHO INGENIERIA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Sistema contra incendios	\$0.00	
2405	OSSA & ASOCIADOS SA VIAJES Y TURISM	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2406	OTECCEL S.A.	AVIANCA-ECUADOR S.A.	Telefonia Movil	\$33,954.03	
2407	OUT IN COLOMBIA TRAVEL SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2408	OXITERAPIA LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Asistencia de oxigeno	\$0.00	
2409	PAC LOGISTICA E HANGARAGEM LTDA	TAMPA CARGO S.A.S.	Servicio de Screening CWB	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2410	PACIFIC AIR AGENCY LTDA.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$0.00	
2411	Pacific Aviation Marketing Limited	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$0.00	
2412	PACIFIC SEA FOOD SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE SALMON	\$0.00	
2413	PACUSTOMS CIA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Ecuador para Comex&Log AV.	\$0.00	Reduced price 10%, and extend contract term 24 months.
2414	Pakistan International	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2415	PALOMARES TOURS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2416	PAMIS IMPORTADORES SAS	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
2417	PAN AM INTERNATIONAL FLIGHT ACADEMY	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SIMULATOR (MIA)- Contrato sin numero	\$0.00	
2418	PAN AMERICAN ENERGY SL SUCURSAL ARG	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.		\$0.00	
2419	PAN AMERICAN LIFE INSURANCE COMPANY	TACA DE HONDURAS, S.A. DE C.V.	Insurance policy 45343	\$0.00	
2420	PAN AMERICAN LIFE INSURANCE COMPANY	TACA DE HONDURAS, S.A. DE C.V.	Insurance policy 45344	\$0.00	
2421	PAN AMERICAN LIFE INSURANCE COMPANY	TACA DE HONDURAS, S.A. DE C.V.	Insurance policy 45345	\$0.00	
2422	PAN AMERICAN LIFE INSURANCE COMPANY	TACA DE HONDURAS, S.A. DE C.V.	Insurance policy 45346	\$0.00	
2423	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 33666	\$0.00	
2424	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 33667	\$0.00	
2425	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	AVIANCA COSTA RICA S.A.	Insurance policy 33670	\$0.00	
2426	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 33670	\$0.00	
2427	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Insurance policy 33670	\$0.00	
2428	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	AVIANCA COSTA RICA S.A.	Insurance policy 33671	\$0.00	
2429	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 33671	\$0.00	
2430	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Insurance policy 33671	\$0.00	
2431	PAN AMERICAN LIFE INSURANCE DE COSTA RICA SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.	Insurance policy 369	\$0.00	
2432	PAN AMERICAN LIFE INSURANCE DE COSTA RICA SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.	Insurance policy 370	\$0.00	
2433	PAN AMERICAN LIFE INSURANCE DE COSTA RICA SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.	Insurance policy 392	\$0.00	
2434	PAN AMERICAN LIFE INSURANCE DE COSTA RICA SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.	Insurance policy 393	\$0.00	
2435	PAN AMERICAN LIFE INSURANCE DE GUATEMALA COMPANIA DE SEGUROS SA	AVIASERVICIOS, S.A.	Insurance policy 56207	\$0.00	
2436	PAN AMERICAN LIFE INSURANCE DE GUATEMALA COMPANIA DE SEGUROS SA	AVIASERVICIOS, S.A.	Insurance policy 56207	\$0.00	
2437	PAN AMERICAN LIFE INSURANCE DE GUATEMALA COMPANIA DE SEGUROS SA	AVIATECA, S.A.	Insurance policy 56207	\$0.00	
2438	PAN AMERICAN LIFE INSURANCE DE GUATEMALA COMPANIA DE SEGUROS SA	AVIATECA, S.A.	Insurance policy 56207	\$0.00	
2439	PAN AMERICAN LIFE INSURANCE DE GUATEMALA COMPANIA DE SEGUROS SA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 56207	\$0.00	
2440	PAN AMERICAN LIFE INSURANCE DE GUATEMALA COMPANIA DE SEGUROS SA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 56207	\$0.00	
2441	PAN AMERICAN LIFE INSURANCE DE PANAMA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 44029	\$0.00	
2442	PAN AMERICAN LIFE INSURANCE DE PANAMA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 44041	\$0.00	
2443	PANAMERICAN TECHNOLOGY GROUP S.A.	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
2444	PANAMERICANA DE VIAJES SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2445	PANDALATINA HUAMEI INTERN	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2446	PANTUR SRL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2447	PAOLA CRISTINA ORTIZ REA	AVIANCA-ECUADOR S.A.	Material de ID empleados en Ecuador.	\$0.00	Reduced price 5% and extended contract term 12 months.
2448	Paola Orjuela	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2449	Paola Villota	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2450	PAPELERA INTERNACIONAL EL SALVADOR	TACA INTERNATIONAL AIRLINES S.A.	Insumos Higiénicos Servicio abordo SAL	\$0.00	
2451	PARAGON INTERNATIONAL AIR SERVICES	TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN PEOPLE'S REPUBLIC OF CHINA	\$0.00	
2452	PARAGON INTERNATIONAL AIR SERVICES	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN TAIWAN, SPECIAL ADMINISTRATIVE REGIONS OF HONG KONG AND MACAU	\$0.00	
2453	PARAISO ECOLOGICO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2454	PARMENIO DE LEONARDIS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de aduanas necesarias en Argentina para Comex&Log ASV.	\$0.00	Reduced price 10%, and extend contract term 24 months.
2455	PARQUE DE LOS ENCUENTROS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2456	PASAJES LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2457	PASEOS POR COLOMBIA /ROSALIA MELO AGUILAR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2458	PASSAROLA TOURS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2459	Patricia Gómez	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2460	PATRIMONIOS AUTONOMOS CREDICORP CAP	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2461	PATRIMONIOS AUTONOMOS FIDUCIARIA BA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Utilities BOG	\$0.00	
2462	PATRIMONIOS AUTONOMOS FIDUCIARIA BA	TAMPA CARGO S.A.S.	Utilities BOG	\$0.00	
2463	Paula Ayala	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2464	PAX ASSIST	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Wheelchairs Services JFK	\$0.00	
2465	PAYCARGO LLC	TAMPA CARGO S.A.S.	PAYMENT COLLECTIONS	\$0.00	
2466	PAYU COLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OFERTA MERCANTIL PARA EL SERVICIO DE RECEPCIÓN DE PAGOS A TRAVÉS DE INTERNET ENTRE PAGOSONLINE.NET S.A Y AVIANCA, 24 AÚG 2009	\$0.00	Addendum to extend contract terms by 12 months
2467	PDC VINOS Y LICORES LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR, S.A.; TACA INTERNATIONAL AIRLINES S.A.	LIQUOR SUPPLY CONTRACT	\$0.00	
2468	PEDRO NEL MULETT BORJA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2469	PEGASO PCS SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Telefonia Fija Mexico	\$10,617.95	
2470	PEM-AIR TURBINE ENGINE SERVICES, LLC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE AGREEMENT	\$101,733.00	Extend contract term by 2 years
2471	PEMICA INC	TAMPA CARGO S.A.S.	CCTV MIA	\$158,010.00	Payment Agreement
2472	PEMICA INC	LATIN LOGISTICS, LLC	CORRECTIVE AND PREVENTIVE MAINTENANCE OF RX EQUIPMENT AVX-L02	\$0.00	
2473	PENA HERMANOS TRANSPORTES SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.; TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	PROVISION OF SERVICES 310-DC-2017	\$0.00	
2474	PENG FU SHAN	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTROS DE FILTROS DE AGUA POTABLE	\$0.00	
2475	PEREA Y CIA LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2476	PEREZ CALDERON Y CIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2477	PERUVIAN TOURS AGENCY SAC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
2478	PERUVIAN TOURS AGENCY SAC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
2479	PETROBRAS DISTRIBUIDORA SA	TAMPA CARGO S.A.S.	FUEL SUPPLY CWB	\$0.00	Location agreement for an extension of 12 months
2480	PETROBRAS DISTRIBUIDORA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	FUEL SUPPLY GIG	\$0.00	Location agreement for an extension of 12 months
2481	PETROBRAS DISTRIBUIDORA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	FUEL SUPPLY GRU	\$0.00	Location agreement for an extension of 12 months
2482	PETROBRAS DISTRIBUIDORA SA	TAMPA CARGO S.A.S.	FUEL SUPPLY MAO	\$0.00	Location agreement for an extension of 12 months
2483	PETROBRAS DISTRIBUIDORA SA	TAMPA CARGO S.A.S.	FUEL SUPPLY VCP	\$0.00	Location agreement for an extension of 12 months
2484	PETROLERA NACIONAL SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	FUEL SUPPLY PANAMA	\$88,631.45	
2485	PHILIPPINE AIRLINES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
2486	PHILIPPINE AIRLINES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2487	PHILIPPINE AIRLINES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2488	PHILIPPINE AIRLINES INC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2489	PHOENIX (SHANGHAI) AIR SERVICES INC.	AVIANCA COSTA RICA S.A.	CARGO GENERAL SALES AGREEMENT IN PEOPLE'S REPUBLIC OF CHINA	\$0.00	
2490	PI PROYECTOS INTEGRALES CL	AVIANCA-ECUADOR S.A.	Obras Menores Ecuador	\$0.00	Reduced price 10%, and extend contract term 24 months.
2491	PILJER SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de aduanas de carga aeronautica y no aeronautica necesarios en México para Comex&Log AV	\$0.00	
2492	PILJER SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2493	PILONIETALVAREZ SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
2494	PILONIETALVAREZ SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
2495	PINTO TOURS VIAJES Y TURISMO LTDA.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2496	PISCINAS SOLYMAR S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento de piscina SAL	\$0.00	
2497	PISCOLABIS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Catering for employees	\$0.00	
2498	PISTA TOURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2499	PIXOSTUDIO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DESARROLLO CURSOS VIRTUALES TALENTO HUMANO	\$0.00	
2500	PKF LITTLEJOHN LLP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2501	PLANETA AZUL DIRECT LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	LEGAL CONTRACT 211DC 2016	\$0.00	Reduced price 5%, and extended contract term 12 months.
2502	PLANETOUR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2503	PLANETOIRS S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
2504	PLASTICOS SALFER SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2505	POLAR AIR CARGO LTD.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2506	POLARIS INTERNATIONAL AVI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GENERAL SALES AGENCY AGREEMENT	\$0.00	
2507	POLARIS INTERNATIONAL AVI	AVIANCA COSTA RICA S.A.	PROVISION OF SERVICES	\$0.00	
2508	POLARIS INTERNATIONAL AVI	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
2509	POLARIS INTERNATIONAL AVI	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
2510	Politecnico Grancolombiano	AVIANCA HOLDINGS S.A.	Non-disclosure agreement	\$0.00	
2511	POLLO CAMPERO DE EL SALVA	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2512	POLSKIE LINIE LOTNICZE LO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
2513	POLYSISTEMAS CORP SAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Manejo y Custodia de Archivo en Perú	\$0.00	
2514	POSTCARGO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS T110	\$0.00	Extend contract term by 2 months
2515	POURSHINS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	FROZEN MEALS CONTRACTS	\$0.00	Unsecure prepetition debt confirmation
2516	POZOS Y BOMBAS, S.A. DE C.V.	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Mantenimiento de pozos SAL	\$0.00	
2517	PRATT & WHITNEY CANADA CORP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	APU APS5000 ECP (Event Cost Program) Agreement - No 18-ECP-1101 - Date 01-Mar-2019	\$0.00	
2518	PRECISUR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento basculas Dinamicas Deprisa	\$0.00	Reduced price 10%, and extend contract term 24 months.
2519	PREMIER CUSTOMS S DE R.L	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Agenciamiento de aduanas de carga aeronautica y no aeronautica necesarios en Honduras para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2520	PREVEO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMERICAS S.A.S.; TAMPA CARGO S.A.S.	Interventoria Colombia	\$0.00	
2521	PRICE RES	AVIANCA HOLDINGS S.A.	White Label Agreement for Argentina	\$0.00	
2522	PRICE RES	AVIANCA HOLDINGS S.A.	White Label Agreement for Chile	\$0.00	
2523	PRICE RES	AVIANCA HOLDINGS S.A.	White Label Agreement for Mexico	\$0.00	
2524	PRICE RES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Joint Operation (Operación Conjunta)	\$0.00	
2525	PRICE RES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2526	PRIMAX COLOMBIA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND FUEL SUPPLY BOG	\$0.00	
2527	PRIMEFLIGHT AVIATION SERVICES INC	TACA INTERNATIONAL AIRLINES S.A.	Baggage Handling IAH	\$8,546.11	
2528	PRISMA CONSULTORIA INTEGRAL SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of January 9th, 2020 and with an undefined term.	\$0.00	
2529	PRISMA MEDIOS DE PAGO, S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Credit Card Processing/Payment Methods	\$0.00	
2530	PROAIR SERVICIOS AUXILIARES DE TRANS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad aeroportuaria Brasil	\$0.00	
2531	PROCESADORA DE AGUA PROQUITO ASOCIA	AVIANCA-ECUADOR S.A.	SUMINISTRO DE BOTELLAS DE AGUA SOLICITUD DE AFILIACION AL SISTEMA DE PROCESOS DE MEDIOS DE PAGO S.A., 01 DIC 2016	\$0.00	Reduced price 5% and extended contract term 12 months.
2532	PROCESOS DE MEDIOS DE PAGO, S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA		\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2533	PROCESOS DE MEDIOS DE PAGO, S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOLICITUD DE AFILIACION AL SISTEMA DE PROCESOS DE MEDIOS DE PAGO S.A., 05 MAR 2012	\$0.00	
2534	Procolombia and Hilton domestic operating company	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Acuerdo de Marketing	\$0.00	
2535	PRODUCCIONES DEL ESTE DOS MIL	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2536	PRODUCCIONES PERFECTAS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 72-DC-2018	\$0.00	Reduced price 5%, and extended contract term 12 months.
2537	PRODUCTOS ALIMENTICIOS DIANA.S.A DE	TACA INTERNATIONAL AIRLINES S.A.	Suministro de snacks	\$0.00	
2538	PRODUCTOS FAMILIA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insumos higienicos Servicio abordo Colombia	\$0.00	
2539	PRODUCTOS FAMILIA SANCELTA DEL ECUAD	AVIANCA-ECUADOR S.A.	Insumos higienicos SAB Ecuador	\$0.00	
2540	PRODUCTOS RAMO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de achiras	\$0.00	
2541	PRODUCTOS RAMO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE ACHIRAS	\$0.00	
2542	PRODUCTOS RAMO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE MINI BROWNIE	\$0.00	
2543	PROFESSIONAL EXPRESS & LOGISTIC INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte terrestre de carga necesarios dentro de Florida - USA para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2544	PROMOCIONES FANTASTICAS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Mezcladores individuales COL	\$0.00	
2545	PROMOTORA DE TURISMO BELISARIO MARIN S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2546	PROMOTORA GEO DE SERVICIOS S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2547	PROMOTORA HOTEL DANN CARLTON QUITO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Accomodation Agreement QUITO	\$0.00	
2548	PROMOTORA MEDICA LAS AMERICAS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Análisis puestos de trabajo por enfermedad laboral	\$0.00	
2549	PROMOTORA NEPTUNO CIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2550	PRONUS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
2551	PROSEGUR PARAGUAY S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte de valores o efectivo necesario en Paraguay	\$0.00	
2552	PROSEGUR SERVICIOS DE EFECTIVO ESPAÑA S.L.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mensajería doméstica de documentos en Nicaragua.	\$1,135.18	
2553	Proskauer Rose LLP	AVIANCA HOLDINGS S.A.	Provision of Services for legal services, subscribed as of may 1st, 2020 with an undefined term.	\$0.00	
2554	PROSPECT AIRPORT SERVICES INC	TACA INTERNATIONAL AIRLINES S.A.	Porter and PAX Services	\$18,417.38	
2555	PROTEGE TU VIAJE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
2556	PROTURISMO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2557	PROVEEDORES INTEGRALES PRISA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Papelería de oficina	\$0.00	
2558	PROVIAJES Y TURISMO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2559	PROYECTOS CORPECOL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2560	PSE-ACH	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PRESENTACION AL SERVICIO PSE, 21 SEP 2017	\$0.00	
2561	PUBLICICA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2562	PUBLICACIONES DIGITALES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COOPERATION 255-DC-2017	\$0.00	
2563	PUBLIPROMUEVE S.A.	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	CONTRATO PARA AUTORIZACION DE USO DE LA "PLATAFORMA DE PAGOS PLACE TO PAY" - MODELO GATEWAY, 01 JAN 2019	\$0.00	
2564	PUMA ENERGY (AVIATION) LLC (SAL)	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	FUEL SERVICE SAL	\$0.00	
2565	PUNTO CARDINAL COMUNICACIONES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PANTALLAS CEO	\$0.00	Reduced price 10% and extend contract term 24 months.
2566	Q4 INC	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$0.00	
2567	QANTAS AIRWAYS LTD	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2568	QANTAS AIRWAYS LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2569	QATAR AIRWAYS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2570	QATAR AIRWAYS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2571	QATAR AIRWAYS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
2572	QATAR AIRWAYS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2573	QATAR AIRWAYS COMPANY Q.C.S.C.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2574	QUALA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de crema de café	\$0.00	
2575	QUANTUM AVIATION SOLUTIONS GMBH	TAMPA CARGO S.A.S.	NDA	\$0.00	
2576	QUANTUM SA	AVIANCA-ECUADOR S.A.	Fumigación de Aeronaves Ecuador	\$0.00	Reduced price 10%, and extend contract term 24 months.
2577	QUANTUM SOLUTION AVIATION	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	
2578	QUIMICAS MUNDIALES SA	SERVICIO TERRESTRE, AEREO Y RAMPA S.A.	Suministro de Cloruro granulado	\$0.00	
2579	QUINTA GENERACION SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2580	R & J CONSULTORES INFORMATICOS S.A.	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE TRANSMISION DE ADUANA	\$0.00	
2581	R & J CONSULTORES INFORMATICOS S.A.	AVIANCA COSTA RICA S.A.	TRANSMISIÓN DE ADUANAS	\$0.00	
2582	R Y C EUROAMERICAN TRAVEL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
2583	R Y C EUROAMERICAN TRAVEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2584	R.R. DONNELLEY DE EL SALVADOR, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Material de paletizaje	\$0.00	
2585	RADIO TAX ARAUCA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS T115	\$0.00	Extend contract term by 12 months
2586	RADITEL SA	AVIANCA COSTA RICA S.A.	Radios	\$0.00	
2587	RAFAEL ESPINOSA G Y CIA S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Cartagena	\$0.00	
2588	RAFAEL ESPINOSA G Y CIA S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Cartagena	\$0.00	
2589	RAFAEL ESPINOSA G Y CIA S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.; TACA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING (RAMP - CTG-BAQ) 197-DC-2016	\$0.00	
2590	RAFAEL ESPINOSA G Y CIA S.A.S.	TAMPA CARGO S.A.S.	PROFESSIONAL SERVICES AGREEMENT	\$0.00	
2591	RAFAEL ESPINOSA G Y CIA S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES - CM 7100008721	\$16,623.83	
2592	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING BARRANQUILLA, CARTAGENA Y RIOHACHA MC63	\$0.00	
2593	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING BARRANQUILLA, CARTAGENA Y RIOHACHA MC64	\$0.00	
2594	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING BARRANQUILLA, CARTAGENA Y RIOHACHA MC65	\$0.00	
2595	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COURIER SALE POINTS ADMINISTRATION - ATLANTICO AG125	\$0.00	
2596	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COURIER SALE POINTS ADMINISTRATION - BOLIVAR AG112	\$0.00	
2597	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES51	\$0.00	
2598	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES52	\$0.00	
2599	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES53	\$0.00	
2600	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN CARTAGENA, BARRANQUILLA , RIOHACHA Y MAICAO D91	\$0.00	Extend contract term by 2 months
2601	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LEASE No. AG112 AG112	\$0.00	
2602	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LEASE No. AG125 AG125	\$0.00	
2603	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LEASE No. AG110 AG110	\$0.00	
2604	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - ATLANTICO AND GUAJIRA AG126	\$0.00	
2605	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - BOLIVAR AG113	\$0.00	
2606	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - BOLIVAR AG110	\$0.00	
2607	RAMIREZ ARANA Y COMPANIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR, S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 30-DC-2020	\$0.00	Ajuste de tarifas 10% - aumento
2608	RAMIREZ IMPRESORES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de etiquetas operativas	\$0.00	Reduced price 5%, and extended contract term 12 months.
2609	RANCHO EDEN SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PARA TRIPULACION NAL	\$0.00	
2610	RANGER AMERICAN ARMORED SERVICES IN	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte de valores o efectivo necesario en Puerto Rico	\$238.00	
2611	RANSA OPERADOR LOGISTICO BOLIVIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Manejo y Custodia de Archivos en Bolivia	\$0.00	
2612	RAUL HUMBERTO MONROY GALLEGO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
2613	READY REFRESH	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2614	RECEPTOUR DEL CARIBE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2615	RECIO TURISMO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2616	RECORD 360 INC	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
2617	RECYCLES DE RL DE CV	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Recolección de residuos Honduras	\$0.00	
2618	REDEBAN MULTICOLOR .S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	REGLAMENTO DE TRANSACCIONES PARA VENTAS A TRAVES DE SERVICIO ACCESO DIRECTO No. 10705145, 20 JAN 2003	\$0.00	
2619	REFINADORA COSTARRICENSE DE PETROLE	AVIANCA COSTA RICA S.A.	GROUND FUEL SJO	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2620	REFINADORA COSTARRICENSE DE PETROLE	TAMPA CARGO S.A.S.	GROUND FUEL SJO	\$0.00	
2621	REFINADORA COSTARRICENSE DE PETROLE	SERVICIO TERRESTRE, AEREO Y RAMPA S.A.	GROUND FUEL SUPPLY SJO	\$0.00	
2622	REFORESTACION Y PARQUES S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SPONSORSHIP	\$0.00	
2623	REGATA VIAJES Y TURISMO S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2624	Regional Airline Holding LLC, Julio Luis Caballero, Luis Ignacio Caballero, Alfredo Caballero Herrera	GRUPO TACA HOLDINGS LIMITED	Share Purchase Agreement	\$0.00	
2625	Regional Airline Holding LLC Aerotaxis la Costeña S.A	NICARAGÜENSE DE AVIACIÓN, S.A.	Pledge Agreement	\$0.00	
2626	Regional Airline Holding LLC Turboprop Leasing Company Ltd	GRUPO TACA HOLDINGS LIMITED	Pledge Agreement	\$0.00	
2627	REGIONAL EXPRESS AMERICAS S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) 45-EX-2020	\$0.00	
2628	REINA ISABEL MONTERROSA DE RIVAS	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Papelería SAL	\$0.00	Reduced price 5%, and extended contract term 12 months.
2629	REINA ISABEL MONTERROSA DE RIVAS	TACA INTERNATIONAL AIRLINES S.A.	Tanques de recolección residuos	\$0.00	Reduced price 5%, and extended contract term 12 months.
2630	Renato Covelo	AVIANCA HOLDINGS S.A.	Contrato de Trabajo a Termino Indefinido Con Salario Integral	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to Mr. Neuhauser, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months' base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to Mr. Neuhauser, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months' base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months' base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months' base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
2631	Renato Covelo	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2632	RENE ROLANDO MONTES ZECENA	TACA INTERNATIONAL AIRLINES S.A.	Estibas El Salvador -	\$1,260.00	
2633	REPRESENTACIONES AEREAS AR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Cajicá	\$0.00	
2634	REPRESENTACIONES AEREAS AR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Cajicá	\$0.00	
2635	REPRESENTACIONES AVIANCORP SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement	\$0.00	
2636	REPRESENTACIONES DE ORIENTE	AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Servicios de impresos	\$0.00	
2637	REPRESENTACIONES DEL MUNDO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	STORAGE AND ADMINISTRATION K157	\$0.00	Extend contract term by 12 months
2638	REPRESENTACIONES PITTA GA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2639	REPRESENTACIONES SUMICOMP EQUIPOS S	AVIANCA COSTA RICA S.A.	Papelería de Oficina en Costa Rica	\$0.00	Reduced price 5%, and extended contract term 12 months.
2640	REPRESENTACIONES TOLITUR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2641	RESTAURANTE TORTELLI SAS (COL)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COMMERCIAL ALLIANCE	\$0.00	
2642	RESTAURANTES DE OCCIDENTE LIMITADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PARA TRIPULACIONAL	\$0.00	
2643	RESTCAFE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2644	RESTCAFE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2645	RESTCAFE SAS	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2646	RESTCAFE SAS	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2647	RESTCAFE SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2648	RESTUR RESTREPO TURISMO S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2649	RETAIL SERVICES SAC	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2650	REX CARGO NICARAGUA SOCIEDAD ANONIM	TACA INTERNATIONAL AIRLINES S.A.	Transporte de valores o efectivo necesario en Puerto Rico	\$0.00	
2651	REYES TOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2652	RIANO MORENO LA BELLEZA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement	\$0.00	
2653	RICARDO ABARCA HERNANDEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE MONITOREO DE ALARMAS	\$0.00	
2654	RICARDO LEDEZMA COPETE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2655	RICARDO LEOPOLDO SALVADOR	AVIANCA ECUADOR S.A.	CONTRATO DE PRESTACIÓN DE SERVICIO DE MANTENIMIENTO Y ADECUACIONES MENORES A NIVEL NACIONAL	\$42,460.73	
2656	Richard Galindo	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2657	Richard Galindo Sanchez	AVIANCA HOLDINGS S.A.	Acuerdo de Confidencialidad	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2658	Richard Galindo Sanchez	AVIANCA HOLDINGS S.A.	Contrato de Trabajo a Termin Indefinido Con Salario Integral	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to Mr. Neuhauser, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to Mr. Neuhauser, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
2659	Richard Galindo Sanchez	AVIANCA HOLDINGS S.A.	Otrosi al Contrato de Trabajo Celebrado Entre Aerovias del Continente Americano S.A. "Avianca" y Richard Galindo Sanchez	\$0.00	
2660	RICOH COLOMBIA SA- RICOH ARGENTINA SA-RICOH CHILE SA- RICOH COSTA RICA SA-RICOH DOMINICANA SRL-RICOH EL SALVADOR S.A DE C.V-RICOH DE GUATEMALA SOCIEDAD ANONIMA-RICOH MEXICANA SA DE CV-RICOH PANAMA SA- RICOH DEL PERU S.A.C-RICOH PUERTO RICO, INC-RICOH USA INC-RICOH; RICOH EL SALVADOR S.A DE C.V.; MULTIPOST ANTILLES NV; SUMINISTROS TECNICOS SA DE CV (RICOH HONDURAS)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.); AVIATECA, S.A.; TACA DE HONDURAS, S.A. DE C.V.; TACA DE MÉXICO, S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.	Servicio Impresoras	\$0.00	Waived 100% pretetition debt and reduced price
2661	RIO ASEO TOTAL SA ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2662	RIOJA TURISMO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2663	RISK CONSULTING COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Validación listas restrictivas	\$0.00	Reduced price 10%, and extend contract term 24 months.
2664	RIVERA Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION CREW	\$0.00	
2665	RODRIGUEZ AZUERO ASOCIADOS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, PO no.7100008043 subscribed as of october 8th, 2019 until november 30th, 2022.	\$0.00	
2666	Rohit Philip	AVIANCA HOLDINGS S.A.	Professional Services Master Agreement	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to the Counterparty, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to the Counterparty, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
2667	Rolando Damas	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2668	ROLDAN Y CIA, S.A.S.	TAMPA CARGO S.A.S.	Transporte terrestre de carga requerido para QT en BOG y BAQ - Colombia.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2669	ROLLS ROYCE PLC	TAMPA CARGO S.A.S.	Annual Subscription -Engines handbooks	\$0.00	
2670	ROLLS ROYCE PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Trent 700 QT GTA No DEG 7308 - Amendment No 1 - Date 2013	\$0.00	
2671	ROLLS ROYCE PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Trent 700 QT GTA No DEG 7308 - Amendment No 2 - Date 23-Oct-2014	\$0.00	
2672	ROLLS ROYCE PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Trent 700 QT GTA No DEG 7308 - Amendment No 3 - Date 30-Dec-2014	\$0.00	
2673	ROLLS ROYCE PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Trent 700 QT GTA No DEG 7308 - Amendment No 4 - Date 28-Nov-2019	\$0.00	
2674	ROLLS ROYCE PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Trent 700 QT GTA No DEG 7308 - Side Letter No 1 - Date 30-Jun-2012	\$0.00	
2675	ROLLS ROYCE PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Trent 700 QT GTA (General Terms) and TotalCare Agreement - No DEG 7308 - Date 30-Jun-2012	\$0.00	
2676	ROLLS-ROYCE CONTROLS AND DATA SERVI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Controls and Data Services AQD software license Agreement - Dated October 21 2010	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2677	ROMERO PINEDA & ASOCIADOS S.A DE C.V	GRUPO TACA HOLDINGS LIMITED	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
2678	ROMERO ZAPIOLA CLUSELLAS Y SLUGA AB	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services and local representation, subscribed as of March 1st, 2019 until February 1st 2022.	\$0.00	Extended Contract 12 months
2679	ROSALIA MELO AGUILAR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES CM -7100000335	\$0.00	
2680	ROSSIYA AIRLINES O.J.S.C.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2681	ROSUMA SAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
2682	ROSUMA SAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
2683	Royal Air Maroc	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2684	ROYAL AIR MAROC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2685	ROYAL BRUNEI	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2686	Royal Jordanian	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2687	RP&C ABOGADOS CIA. LTDA.	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
2688	RUBBERSHOES INDUSTRIAL CIA LTDA	AVIANCA-ECUADOR S.A.	CINTURONES Y ZAPATOS ECU	\$0.00	
2689	RVA CARGO EXPRESS LLC / DIANA P SIM	LATIN LOGISTICS, LLC	AGENCY - AG293	\$0.00	
2690	S.C. C.N.T.A.R TAROM SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2691	S.C. C.N.T.A.R TAROM SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2692	Sabre GLBL Inc. -Air Vision	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Air Vision	\$0.00	Reduced price of contract
2693	Sabre GLBL Inc. -Flight explorer	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Flight explorer	\$0.00	Reduced price of contract
2694	SAC BE VENTURES COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement CALI	\$0.00	
2695	SAFE DATA RESOURCES SA DE CV	TACA DE MEXICO, S.A.	Manejo y Custodia de Archivos en México.	\$0.00	Reduced price 10%, and extend contract term 24 months.
2696	SAFRAN CABIN CATERING INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Purchase Agreement Ref. AVIASAF 07102019	\$0.00	
2697	SAFRAN LANDING SYSTEMS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Services Agreement for Exchange and Overhaul of A330 Family Aircraft Landing Gears	\$578,539.96	Waived 20% Pre-petition debt
2698	SAFRAN LANDING SYSTEMS SERVICES AMERICAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Service Agreement for Exchange and Overhaul of A320CEO Family AC Landing Gears	\$445,047.05	Waived 20% Pre-petition debt
2699	SAFTPAY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	TERMS FOR SAFETYPAY PAYMENT SOLUTION ACCEPTANCE, 23 FEB 2018	\$0.00	
2700	SAFTPAY INC. DBA AS SAFETYPAY	AVIANCA COSTA RICA S.A.	TERMS FOR SAFETYPAY PAYMENT SOLUTION ACCEPTANCE, 23 FEB 2018	\$0.00	
2701	SAIMEX SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Agenciamiento de aduanas necesarias en El Salvador para Comex&Log ASV.	\$0.00	Reduced price 10%, and extend contract term 24 months.
2702	SAINTGOBAIN SULLY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; GRUPO TACA HOLDINGS LIMITED	Aircraft component repair services. Flight Deck and Cabin Window Selection Agreement (Windows A320NEO Fleet)	\$0.00	Payment terms
2703	SALAZAR Y ASOCIADOS	AVIANCA HOLDINGS S.A.; AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of February 22nd, 2018 and with an undefined term (legal aeronautic counseling).	\$0.00	
2704	SALTALENT SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE TRADUCCIONES OFICIALES	\$0.00	Reduced price 5%, and extended contract term 12 months.
2705	SALVADOREÑOS AUTORES, COMPOSITORES E INTERPRETES MUSICALES	TACA INTERNATIONAL AIRLINES S.A.	Autor's royalties	\$0.00	
2706	SAMARA SOCIEDAD ANÓNIMA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
2707	SAMCIC HANDLING DOMINICANA SAS	TAMPA CARGO S.A.S.	Cargo Handling SDQ	\$0.00	
2708	SAMCIC HANDLING DOMINICANA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	CARGO HANDLING SERVICE SDQ	\$0.00	
2709	SAMSUNG ELECTRONICS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COOPERATION	\$0.00	
2710	SAMWILL AVIATION NV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (WHEELCHAIRS CUR) 161-DC-2018	\$0.00	Reduced price 5%, and extended contract term 12 months.
2711	SAN FRANCISCO INTERNATIONAL AIRPORT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Cableado aeropuerto SFO	\$0.00	
2712	SANALOCURA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINSITRO DE SNACKS	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2713	Sandra Álvarez Quinche	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2714	SANIDAD VEGETAL SDQ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Entidad gubernamental el pago es por ley, por lo tanto no existe contrato jurídico.	\$515.13	
2715	SANSA S.A. RZ 684, ISLEÑA S.A. WC 506 AEROPERLAS S.A. WL 054	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	Special prorated agreement San José	\$0.00	
2716	SANTANDER S. A MÉXICO	TACA INTERNATIONAL AIRLINES S.A.	ADDENDUM QUE CELEBRAN POR UNA PARTE BANCO SANTANDER, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER, REPRESENTADA EN ESTE ACTO POR LOS SEÑORES LICENCIADA REBECA NORIEGA PIÑA E INGENIERO IGNACIO JESUS HIDALGO ORTEGA, A QUIEN EN LO SUCESIVO SE LE DENOMINARÁ EL "BANCO" Y POR LA OTRA, REPRESENTADA POR A QUIEN EN LO SUCESIVO SE LE DENOMINARA EL "AFILIADO" CON RELACIÓN AL CONTRATO DE AFILIACIÓN DE COMERCIOS DE FECHA 1 DE OCTUBRE DE 2005, SUSCRITO POR LAS PARTES. LO CUAL SE EFECTUA CON BASE EN LAS SIGUIENTES, 01 OCT 2009	\$0.00	
2717	SANTANDER S. A MÉXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE PRESTACIÓN DE SERVICIOS PARA LA AFILIACIÓN A TARJETAS DE CRÉDITO Y/O DÉBITO QUE CELEBRAN POR UNA PARTE BANCO SANTANDER, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER, A QUIEN EN LO SUCESIVO SE DENOMINARÁ COMO EL "ADQUIRENTE" Y POR OTRA PARTE LA PERSONA CUYO NOMBRE APARECE EN EL DOCUMENTO QUE CONTIENE LAS CONDICIONES PARTICULARES QUE RESULTARÁN APLICABLES AL PRESENTE CONTRATO - EN ADELANTE "CARÁTULA" - , A QUIEN EN LO SUCESIVO SE DESIGNARÁ COMO EL "AFILIADO", AL TENOR DE LAS SIGUIENTES DECLARACIONES, DEFINICIONES Y CLÁUSULAS, 01 OCT 2005	\$0.00	
2718	SANTANDEREANA DE TURISMO L ALLIANXA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2719	SANTANDEREANA DE VIAJES LIMITADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2720	SANTIAGO ALOY SOCIEDAD ANONIMA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de utiles de oficina	\$0.00	
2721	Santiago Diago	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2722	SANTIAGO GUSTAVO ROSERO PACHECO	AVIANCA-ECUADOR S.A.	Calibración de alcoholímetros	\$0.00	Reduced price 10%, and extend contract term 24 months.
2723	Santiago Valencia	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2724	SANTINITOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2725	SANTO JACOBO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Asesoría fiscal y administrativa para Avianca S.A. - Sucursal República Dominicana	\$0.00	
2726	SANTO JACOBO	AVIANCA COSTA RICA S.A.	Asesoría fiscal y administrativa para Avianca S.A. - Sucursal República Dominicana	\$0.00	
2727	SANTOS DEL CASTILLO CLINT ARTURO	AVIANCA-ECUADOR S.A.	Útiles de Oficina Ecuador	\$0.00	Reduced price 5%, and extended contract term 12 months.
2728	SAP COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SSFF FP 221121402, 221258038, 221167265	\$0.00	Reduced price of contract
2729	SAP COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Subscription SAP Ariba FP 220832698, 220832734, 220816257	\$0.00	
2730	SAP COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Subscription SAP Hanna FP 220853819	\$874,299.18	
2731	SARAVIA BRAVO SOCIEDAD POR ACCIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2732	SARL ATR TRAINING CENTER	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Renovación licencia software de rendimiento FOS/SPS - ATR	\$0.00	
2733	SAS SCANDINAVIAN AIRLINES SYSTEM	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2734	SAS SCANDINAVIAN AIRLINES SYSTEM	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorated agreement	\$0.00	
2735	SAS SPHEREA TEST AND SERVICES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Support Agreement for ATEC Shop in RNG MRO / Ref 415.18.0201 / Signature Date 17/OCT/19	\$0.00	3% price reduction
2736	Saudi Arabian Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2737	SAUDI ARABIAN AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2738	SAUL HUMBERTO ELIZONDO	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE AVALUO TERRENOS	\$0.00	
2739	SAUL VICENTE PADILLA RAMIREZ	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	Reduced price 10%, and extend contract term 24 months.
2740	SCALA ASCENSORES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento Ascensores MRO	\$0.00	Reduced price 10%, and extend contract term 24 months.

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2741	SCAND AIR CARGO SAC	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN PERU 16.11.2018	\$0.00	
2742	SCANDINAVIAN	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2743	SCANDINAVIAN AIR CARGO SERV AUX LTD	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AGREEMENT GSA	\$0.00	
2744	SCANDINAVIAN AIR CARGO SERV AUX LTD	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN BELGIUM, GERMANY, HOLLAND & SWITZERLAND	\$0.00	
2745	SCANDINAVIAN AIR CARGO SERV AUX LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN BRAZIL 01.01.2012	\$0.00	
2746	SCANDINAVIAN AIR CARGO SERV AUX LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN CHILE 15.06.2018	\$0.00	
2747	SCANDINAVIAN AIR CARGO SERV AUX LTD	TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN ITALY	\$0.00	
2748	SCANDINAVIAN AIR CARGO SERV AUX LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
2749	SCANDINAVIAN AIR CARGO SERV AUX LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
2750	Scandinavian Airlines System (EuroBonus)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
2751	SCOTIABANK COLPATRIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE PRESTACIÓN DE SERVICIOS CELEBRADO ENTRE AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA Y MULTIBANCA COLPATRIA, 27 AUG 2012	\$0.00	
2752	SCOTIABANK EL SALVADOR, S.A.	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
2753	SD CONSULTING SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2754	Sebastián Hoyos Beltrán	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2755	SEBASTIAN MIGUEL DOMINGUEZ	AVIANCA COSTA RICA S.A.	Asesoría impositiva para Avianca Costa Rica - Sucursal Argentina	\$0.00	
2756	SEBASTIAN MIGUEL DOMINGUEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Asesoría impositiva para Avianca SA - Sucursal Argentina	\$0.00	
2757	SEBASTIAN MIGUEL DOMINGUEZ	TAMPA CARGO S.A.S.	Asesoría impositiva para Tampa Cargo - Sucursal Argentina	\$0.00	
2758	SECURITAS COLOMBIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.	Seguridad aeroportuaria COL	\$490,909.68	Waived 70% pre-petition debt and Payment agreement
2759	SECURITAS ECUADOR CIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad aeroportuaria Ecuador	\$148,159.80	Waived 70% pre-petition debt and Payment agreement
2760	SECURITAS SAC	AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad aeroportuaria Peru	\$6,401.10	Waived 70% pre-petition debt and Payment agreement
2761	Seger Investments, Corp.	AVIANCA HOLDINGS S.A.	Share Sale and Purchase Agreement	\$0.00	
2762	SEGURIDAD 2000 SRL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad aeroportuaria Uruguay	\$0.00	
2763	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 1006	\$0.00	
2764	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 115638	\$0.00	
2765	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 2835	\$0.00	
2766	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 71024	\$0.00	
2767	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 71026	\$0.00	
2768	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 71028	\$0.00	
2769	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 73262	\$0.00	
2770	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 8824	\$0.00	
2771	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 982	\$0.00	
2772	SEGUROS DE VIDA SURAMERICANA SA	TAMPA CARGO S.A.S.	Insurance policy 110412	\$0.00	
2773	SEGUROS DE VIDA SURAMERICANA SA	TAMPA CARGO S.A.S.	Insurance policy 802601	\$0.00	
2774	SEGUROS DE VIDA SURAMERICANA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 804345	\$0.00	
2775	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008019	\$0.00	
2776	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008020	\$0.00	
2777	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008021	\$0.00	
2778	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008022	\$0.00	
2779	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008023	\$0.00	
2780	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008024	\$0.00	
2781	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008025	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2782	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008026	\$0.00	
2783	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008029	\$0.00	
2784	SEGUROS EL ROBLE SA	AVIASERVICIOS, S.A.	Local property damage policy in guatemala, policy number 71080, period 12/01/2019 - 7/15/2021, this policy renew with the same insurer, period 7/15/2021 - 7/14/2022, policy Number Aviaservicios 10-02031 & Aviateca 10-02017	\$0.00	
2785	SEGUROS EL ROBLE SA	AVIASERVICIOS, S.A.	PROVISION OF SERVICES 7100000562	\$0.00	
2786	SEGUROS EL ROBLE SA	AVIATECA, S.A.	PROVISION OF SERVICES 7100008893	\$0.00	
2787	SEGUROS EL ROBLE SOCIEDAD ANONIMA	AVIASERVICIOS, S.A.	Insurance policy 10-02031	\$0.00	
2788	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 1313771	\$0.00	
2789	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 2061951	\$0.00	
2790	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 2102035	\$0.00	
2791	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 2259150	\$0.00	
2792	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 40005572443	\$0.00	
2793	SEGUROS GENERALES SURAMERICANA S.A.	TAMPA CARGO S.A.S.	Insurance policy 40005757953	\$0.00	
2794	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 452854	\$0.00	
2795	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 472097	\$0.00	
2796	SELVA VIAJES Y TURISMO SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2797	SEPTICLEAN SAS ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Limpieza Baños Portátiles	\$0.00	Reduced price 5%, and extended contract term 12 months.
2798	SERANGELLI GARCIA Y ASOCIADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
2799	SERCARGA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Almacenamiento en Rionegro COL.	\$0.00	
2800	SERTUR L ALIANXA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2801	SERVAIR SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Cargo Handling SDQ	\$0.00	
2802	SERVAIR SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad Aeroporturia Republica Dominicana	\$0.00	
2803	SERVIBARRAS LTDA	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2804	SERVIBARRAS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2805	SERVIBARRAS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUPLIER	\$0.00	
2806	SERVICIO DE AVIACION ALLIED ECUATORIANA CL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	INTOPLANE SERVICE UIO	\$63,518.37	
2807	SERVICIO EXPRESS CORP	LATIN LOGISTICS, LLC	AGENCY - AG204 Multibrand Agency Agreement	\$0.00	
2808	SERVICIO NACIONAL DE SALUD ANIMAL	SERVICIO TERRESTRE, AEREO Y RAMPA S.A.	Fumigación de Aeronaves regulatoria	\$0.00	
2809	SERVICIO PANAMERICANO DE PROTECCION BRINKS N.V.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte de valores o efectivo necesario en Curazao provenientes de las ventas que hay en CTO o ATO.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2810	SERVICIOS ADUANALES MIRANDA SERAMI	AVIANCA COSTA RICA S.A.	Agenciamiento de aduanas necesarias en Costa Rica para Comex&Log ASV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2811	SERVICIOS AEREOS MAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Line maintenance Agreement for LPB y VVI station. Date of agreement July 6th, 2017	\$0.00	
2812	SERVICIOS AEROMEDICOS INTEGRALES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exámenes médicos pilotos y tripulaciones	\$0.00	
2813	SERVICIOS AEROPORTUARIOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (RAMP - PSO)	\$0.00	
2814	SERVICIOS AEROPORTUARIOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 7100008072	\$0.00	
2815	SERVICIOS AEROPORTUARIOS INTEGRADOS	REGIONAL EXPRESS AMÉRICAS S.A.S.	Contract for ground handling services Bases (BGA, CLO, CTG, CZU, EOH, IBE, MTR, NVA, PSO) 45-EX-2020- IATA SGHA / 2018	\$0.00	
2816	SERVICIOS AEROPORTUARIOS INTEGRADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HADLING K195	\$0.00	
2817	SERVICIOS AEROPORTUARIOS INTEGRADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Intercompany - GROUND HANDLING (PAX) CZU) 178-DC-2018	\$0.00	
2818	SERVICIOS AEROPORTUARIOS INTEGRADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Intercompany - GROUND HANDLING (RAMP-BGA-MTR) 67-DC-2019	\$0.00	
2819	SERVICIOS AEROPORTUARIOS INTEGRADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Intercompany - GROUND HANDLING (RAMP-CZU) 180-DC-2018	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2820	SERVICIOS AEROPORTUARIOS INTEGRADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMERICAS S.A.S.; TACA S.A.; TAMPA CARGO S.A.S.	Intercompany -GROUND HANDLING (RAMP - BOG) 275-DC-2017	\$0.00	
2821	SERVICIOS AEROPORTUARIOS INTEGRADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2822	SERVICIOS DE AEROPUERTOS BOLIVIANOS	AVIANCA-ECUADOR S.A.	GROUND HANDLING (RAMP-LPB)	\$0.00	
2823	SERVICIOS DE COMUNICACIONES DE HOND	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Serv. Aeroportuarios telecomunicaciones	\$0.00	
2824	SERVICIOS DE COMUNICACIONES DE HOND	TACA DE HONDURAS, S.A. DE C.V.	Serv. Aeroportuarios telecomunicaciones	\$0.00	
2825	SERVICIOS DE INFORMACION Y DE VALOR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Custodia de medios magnéticos.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2826	SERVICIOS ELECTRONICOS HJ PARRA S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	Waived 70% pre- petition debt payment terms and reduced price
2827	SERVICIOS GRANCOLOMBIANA IPS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exámenes médicos pilotos y tripulaciones	\$0.00	
2828	SERVICIOS INTEGRALES EN ADUANAS Y T	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2829	SERVICIOS LOGISTICOS Y AUXILIARES D	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Limpieza GUA	\$0.00	Reduced price 5%, and extended contract term 12 months.
2830	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING AT AIRPORT IN PEREIRA MC72	\$0.00	
2831	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COURIER SALE POINTS ADMINISTRATION - EJE AND ANTIOQUIA AG101	\$0.00	
2832	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES 54	\$0.00	
2833	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES55	\$0.00	
2834	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES58	\$0.00	
2835	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Medellín	\$0.00	
2836	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Medellín	\$0.00	
2837	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN ANTOQUIA AND EJE CAFETERO D89	\$0.00	Extend contract term by 2 months
2838	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN MANIZALES, PEREIRA AND ARMENIA D99	\$0.00	Extend contract term by 2 months
2839	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T104	\$0.00	Extend contract term by 2 months
2840	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - ANTIOQUIA AG100	\$0.00	
2841	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - ANTIOQUIA AND EJE AG99	\$0.00	
2842	SERVICIOS PROFESIONALES PARA VEHICU	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMERICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Servicio de limpieza de aeronaves COL	\$0.00	
2843	SERVICIOS PROFESIONALES TURISTICOS S A SERPROTUR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2844	SERVICIOS WFSE ECUADOR C.L.	AVIANCA-ECUADOR S.A.	GROUND FUEL ECUADOR	\$0.00	
2845	Servicios y Soluciones Empresariales Nasi	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Servicios Profesionales	\$0.00	
2846	SERVICIOS Y TECNOLOGIA AEROPORTUARI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Puntos de red	\$0.00	
2847	SERVIMETERS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Certificacion de puertas y ascensores Colombia	\$0.00	Reduced price 5%, and extended contract term 12 months.
2848	SERVIMETERS SA	TAMPA CARGO S.A.S.	Certificacion de puertas y ascensores Colombia	\$0.00	Reduced price 5%, and extended contract term 12 months.
2849	SERVINCLUIDOS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2850	SERVIPALLET SA	TAMPA CARGO S.A.S.	Cargo Handling Ecuador	\$0.00	
2851	SERVISEG SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SECURITY (MID) - Contrato sin numero	\$0.00	
2852	SETEL N V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Moviles	\$0.00	Reduced price of contract
2853	SFO FUEL COMPANY, LLC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Amended and restated limited liability company agreement of SFO FUEL COMPANY LLC	\$0.00	
2854	SFO FUEL COMPANY, LLC	TACA INTERNATIONAL AIRLINES S.A.	San Francisco International Airport Amended and restated Fuel system interline agreement	\$0.00	
2855	SGS COLOMBIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONSULTORIA ANALISIS VERTIMIENTOS	\$0.00	
2856	SHAPIRO & ASSOCIATES PC	TACA INTERNATIONAL AIRLINES S.A.	CONSULTORIA LEGAL PARA SEGUROS	\$0.00	Reduced price 10%, and extend contract term 24 months.
2857	SHEILA JEAN HOOKER O NEILL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2858	SHENZHEN AIRLINES CO LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2859	SHENZHEN AIRLINES CO LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2860	SHENZHEN AIRLINES CO LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2861	Shenzhen Airlines Co, Ltd	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
2862	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	"Preposición" Agreement	\$0.00	
2863	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING SAN ANDRES MC03	\$0.00	
2864	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES19	\$0.00	
2865	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representation Agreement	\$0.00	
2866	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN SAN ANDRES D96	\$0.00	Extend contract term by 9 months
2867	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING (PAX-ADZ) 49-DC-2019	\$0.00	
2868	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING (RAMP-ADZ) 125-DC-2019	\$0.00	
2869	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T103	\$0.00	Extend contract term by 2 months
2870	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - ISLAS AG152X	\$0.00	
2871	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - ISLAS AG156	\$0.00	
2872	SIBO AVANCE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Relojes Biométricos	\$0.00	
2873	SIEMENS SA	TACA INTERNATIONAL AIRLINES S.A.	Sistema de Alarmas y Control de Incendios	\$0.00	
2874	SILK WAY	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2875	Silver Airways	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	BITA	\$0.00	
2876	SILVER AIRWAYS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2877	SILVER AIRWAYS CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
2878	Silvia Mosquera	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2879	SIMPLIFICA T S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Suministro de Papeleria de oficina	\$0.00	
2880	SINAGRI SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement SAN SALVADOR	\$0.00	
2881	SINCLAIR LEVER LIZBETH - BISTRONET 2	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2882	SINDICATO NACIONAL DE TRABAJADORES DE AVIANCA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONVENCION COLECTIVA DE TRABAJO SINDITRA - SINTRAIVA 2015-2020 fecha de firma 14 de agosto de 2015	\$0.00	
2883	Sindicato Nacional de Trabajadores de Transportes, Transformación, Aviación, Servicios y Similares	TACA DE MÉXICO, S.A.	CONTRATO COLECTIVO DE TRABAJO TACA DE MEXICO S.A.-SNTTTASS Fecha de firma 22 de enero de 2015	\$0.00	
2884	SINDICATO NACIONAL DE TRABAJADORES DEL SECTOR AEREO Y SERVICIOS COMPLEMENTARIOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LAUDO ARBITRAL AVIANCA - SINTRAEREOS 2021 - 2023 fecha de firma 25 de mayo de 2021	\$0.00	
2885	Singapore Airlines Limited	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
2886	SINGAPORE AIRLINES LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE SINGAPORE	\$0.00	
2887	SINGAPORE AIRLINES LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner SINGAPORE	\$0.00	
2888	SINGAPORE AIRLINES LTD	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2889	SINGAPORE AIRLINES LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement SINGAPORE	\$0.00	
2890	SISTEMAS ASTER SOCIEDAD ANONIMA	TACA INTERNATIONAL AIRLINES S.A.	Software de nomina	\$0.00	
2891	SISTEMAS E INSTALACIONES EN TELECOM	TACA INTERNATIONAL AIRLINES S.A.	Radios	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2892	SISTEMAS ELECTRICOS Y DE CABLEADO E	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento cableado de datos Costa Rica	\$0.00	
2893	SISTEMAS INTERNACIONALES HC CIA LTD	AVIANCA-ECUADOR S.A.	Radios	\$0.00	Reduced price 10% and extend contract term 24 months.
2894	SITA B.V.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Baggage (BRS)	\$0.00	Waived 100% pretetition debt and reduced price
2895	SITA B.V.; SITA Switzerland Särl	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cute	\$0.00	Waived 100% pretetition debt and reduced price
2896	SITA Switzerland Särl	TAMPA CARGO S.A.S.	Aircraft communications	\$0.00	Waived 100% pretetition debt and reduced price
2897	SITA Switzerland Särl	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Worldtracer	\$0.00	Waived 100% pretetition debt and reduced price
2898	SKY AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2899	SKYFUEL AVIATION SERVICES OF FORT L - PRIME FLIGHT SOLUTIONS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTOPLANE SERVICE FLL	\$1,790.25	
2900	SKYLEASE CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2901	SKYSCANNER LT	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Servicio de Metabuscar	\$0.00	
2902	SKYWEST AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2903	SMART PACK SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Bolsas de Mareo Servicio Abordo	\$0.00	
2904	SMG COMPANIA ARGENTINA DE SEGUROS SA.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 63423	\$0.00	
2905	SMITH SCALE INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2906	SMITHS DETECTION INC	TAMPA CARGO S.A.S.	Distribuidor máquina de rayos x	\$0.00	
2907	SN BRUSSELS AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2908	SN BRUSSELS AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2909	SN BRUSSELS AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	
2910	SOCIACO LOGISTICS SOCIEDAD ANONIMA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CUSTOMS AVX D06	\$0.00	
2911	SOCIEDAD AEROPORTUARIA DE LA COSTA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Lease Agreement CTG	\$0.00	
2912	SOCIEDAD AIR FRANCE AIR FRANCE SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2913	SOCIEDAD AIR FRANCE AIR FRANCE SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2914	SOCIEDAD AIR FRANCE AIR FRANCE SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
2915	SOCIEDAD AIR FRANCE AIR FRANCE SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2916	SOCIEDAD CIVITANO LANACIONAL SAC	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2917	SOCIEDAD DE AUTORES Y COMPOSITORES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Autor's royalties	\$0.00	
2918	SOCIEDAD DE PRODUCTORES DE FONOGRAM	AVIANCA-ECUADOR S.A.	Autor's royalties	\$0.00	
2919	SOCIEDAD DE PRODUCTORES DE FONOGRAM	AVIANCA-ECUADOR S.A.	SERVICIO DE DERECHOS DE AUTOR	\$0.00	
2920	SOCIEDAD DE TRANSPORTES BASULTO ZUÑIGA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 84-DC-2018	\$0.00	Reduced price 10%, and extend contract term 24 months.
2921	SOCIEDAD GENERAL DE AUTORES Y COMPO	AVIANCA-ECUADOR S.A.	Autor's royalties	\$0.00	
2922	SOCIEDAD GENERAL DE AUTORES Y COMPO	AVIANCA-ECUADOR S.A.	SERVICIO DE DERECHOS DE AUTOR	\$0.00	
2923	SOCIEDAD HOTELERA CIEN INTERNACIONA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2924	SOCIEDAD HOTELERA LOS TAJIBOS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Accommodation Agreement SANTA CRUZ	\$0.00	Reduced price 10%, and extend contract term 24 months.
2925	SOCIEDAD HOTELERA SAN PABLO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2926	SOCIEDAD HOTELERA TEQUENDAMA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2927	SOCIEDAD OPERADORA CALLE 100 ROYAL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2928	SOCIEDAD OPERADORA DE AEROPUERTOS C	TAMPA CARGO S.A.S.	Utilities MDE	\$0.00	
2929	SOCIEDAD OPERADORA URBAN ROYAL CALL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2930	SOCIEDAD PARA EL AVANCE DE LA PSICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE COACHING	\$0.00	
2931	SOCIEDAD TIERRADENTRO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2932	SOCIEDAD VETERINARIA POR LA SANIDAD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Entidad gubernamental el pago es por ley, por lo tanto no existe contrato jurídico.	\$1,300.00	
2933	SOCIETE INTERNATIONALE DE TELECOMMU	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Enlaces	\$0.00	Waived 100% pretetition debt and reduced price
2934	SOCIETE INTERNATIONALE DE TELECOMMU	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mensajería tipo B	\$0.00	Waived 100% pretetition debt and reduced price
2935	SODETRANS SAS	TAMPA CARGO S.A.S.	PROVISION OF SERVICES No. 183-DC-2017	\$0.00	
2936	SODEXO ARGENTINA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Facility Management Argentina	\$0.00	Waived 100% pre-petition
2937	SODEXO COSTA RICA SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.	Facility Management Costarica	\$0.00	Waived 100% pre-petition
2938	SODEXO MEXICO SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	GASO CONTRACT	\$0.00	
2939	SODEXO MEXICO SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	PREMIUM CONTRACT	\$0.00	
2940	SODEXO MEXICO SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	UNIFORM CONTRACT	\$0.00	
2941	SODEXO S A S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.; REGIONAL EXPRESS AMERICAS S.A.S.	Facility Management Colombia	\$0.00	Waived 100% pre-petition
2942	SODEXO SERVICIOS PANAMA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Facility Management Panama	\$0.00	Waived 100% pre-petition
2943	SOFTMANAGEMENT SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Countex	\$0.00	Reduced price 10%, and extend contract term 24 months.
2944	SOL MAR AIRE LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2945	SOL Y MAR LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2946	SOLARIS LIMITADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2947	SOLIANA BONAPART AND AARDENBURG	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
2948	SOLUCIONES DE LOGISTICA Y DISTRIBUCION	TACA INTERNATIONAL AIRLINES S.A.	Sellos de Seguridad en El Salvador	\$0.00	
2949	SOLUCIONES Y SERVICIOS DE HONDURAS	TACA INTERNATIONAL AIRLINES S.A.	Facility Honduras	\$0.00	
2950	SONDA DE COLOMBIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Citrix	\$0.00	
2951	South African Airways	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
2952	SOUTH AFRICAN AIRWAYS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2953	SOUTH AFRICAN AIRWAYS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
2954	SOUTH AFRICAN AIRWAYS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
2955	SOUTH AFRICAN AIRWAYS CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2956	SOUTH FLORIDA LIFT GAS LLC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2957	SOUTH NET TURISMO SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2958	SOUTHWEST AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2959	SPENCER STUART STAR MANAGEMENT MEXI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICIO DE CONSULTORIA ENCUESTAS DE COMPROMISO	\$0.00	Reduced price 10%, and extend contract term 24 months.
2960	SPIRIT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2961	SPIRIT AIRLINES INC	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2004-AXM	\$0.00	
2962	SPIRIT AIRLINES INC	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2004-BOG	\$0.00	
2963	SPIRIT AIRLINES INC	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2004-CLO	\$0.00	
2964	SPIRIT AIRLINES INC	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2004-CTG	\$0.00	
2965	SPIRIT AIRLINES INC	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2004-RNG	\$0.00	
2966	SPORTS TOURS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2967	SPRINGSHOT INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Software de seguimiento a procesos de aeropuertos	\$0.00	Reduced price of contract
2968	SriLankan Airlines Limited	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2969	SSA SISTEMAS EL SALVADOR, S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Soporte al hardware exadata	\$0.00	
2970	STANDARD & POORS FINANCIAL SERVICES	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$6,814.00	
2971	Standard Bank PLC	TACA INTERNATIONAL AIRLINES S.A.	ISDA 2002 Master Agreement 12.09.2008	\$0.00	
2972	STAR ALLIANCE SERVICES GMBH	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	ALLIANCE AGREEMENT FRANKFURT	\$0.00	
2973	STAR ALLIANCE SERVICES GMBH	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Data Protection Agreement Frankfurt	\$0.00	
2974	STERLING BROKERAGE SERVICES	TAMPA CARGO SAS	Payment Agreement	\$9,501.00	
2975	STERLING COURIER	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios en USA.	\$0.00	
2976	STERLING TRANSPORTATION INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2977	STERLING TRANSPORTATION INC	TAMPA CARGO S.A.S.	Transporte terrestre interestatal de carga esencial requerido para QT dentro de USA	\$106,127.25	Waived 25% pre-petition debt and Payment Terms
2978	STEVEN ALEXANDER	AVIANCA COSTA RICA S.A.	Elaboracion y firma de certificaciones de retenciones a proveedores en el exterior.	\$0.00	
2979	STEVEN ALEXANDER	AVIANCA COSTA RICA S.A.	Elaboracion y firma de certificaciones de retenciones a proveedores en el exterior.	\$0.00	
2980	STEWART & STEVENSON DE LAS AMERICAS COLOMBIA LTDA	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$32,797.99	
2981	STOCKHOLM RADIO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE RADIOS	\$0.00	
2982	STOGEL CATERING BVBA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE DESAYUNOS	\$8,191.50	
2983	STOGEL CATERING BVBA	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE DESAYUNOS	\$0.00	
2984	STRATEGIC POINTS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2985	STUDENT TRAVEL CENTER LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2986	SU TEMPORAL S.A	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	
2987	SUB 1 SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE PRESTACIÓN DE SERVICIOS DE TRANSFERENCIA Y ADMINISTRACIÓN DE TRANSACCIONES DE PAGO ELECTRÓNICO, 06 OCT 2006	\$0.00	
2988	SUB ZERO ICE SERVICES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Hielo Seco MIA	\$558.34	
2989	SUBATOURS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2990	SUBVALLE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2991	SUBWAY DE GUATEMALA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2992	SUBWAY DE GUATEMALA SA	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2993	SUBWAY DE GUATEMALA SA	AVIATECA, S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2994	SUBWAY DE GUATEMALA SA	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2995	SUBWAY DE GUATEMALA SA	ISLEÑA DE INVERSIONES, S.A. DE C.V.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2996	SULOGISTICA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatition Agreement Cali	\$0.00	
2997	SULOGISTICA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatition Agreement Cali	\$0.00	
2998	SUMIMAS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 243 DC 2017	\$0.00	Reduced price 5%, and extended contract term 12 months.
2999	SUMINISTRO LOGISTICO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3000	SUMINISTROS INDUSTRIALES DE COLOMBI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Contrato de brocas y puntas mantenimiento COL	\$0.00	Reduced price 5%, and extended contract term 12 months.
3001	SUMINISTROS INDUSTRIALES DE COLOMBI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de herramientas	\$0.00	Reduced price 5%, and extended contract term 12 months.
3002	SUMINISTROS INDUSTRIALES DE COLOMBI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de brocas y mantenimiento Vending machine	\$0.00	Reduced price 5%, and extended contract term 12 months.
3003	SUN PETROLEUM CORPORATION SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	GROUND FUEL SUPPLY RTB	\$0.00	
3004	SUPER DESTINO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3005	SUPERIOR CLEANING SERVICES, S.A. DE	TACA INTERNATIONAL AIRLINES S.A.; TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Servicio Aseo SAL	\$0.00	Reduced price 5%, and extended contract term 12 months.
3006	SUR 10 HOTELES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement LA PAZ	\$0.00	Reduced price 5%, and extended contract term 12 months.
3007	Surinam Airways	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
3008	Swiss Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
3009	SWISS AIRLINES LX-247	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
3010	Swiss International Air Lines Ltd	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
3011	SWISS INTERNATIONAL AIRLINES LTD	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3012	SWISS INTERNATIONAL AIRLINES LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	
3013	SWISSPORT AMSTERDAM BV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO SALAS VIP	\$0.00	
3014	SWISSPORT AVIATION SERVICES DE MEXICO S.A. DE C.V.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Passanger services MEX	\$0.00	Payment Agreement
3015	SWISSPORT BRASIL LTDA	TAMPA CARGO S.A.S.	Cargo Ramp VCP	\$0.00	Waived 100% Pre-petition debt, and changed from 15 days to 30 days of payment
3016	SWISSPORT BRASIL LTDA	AVIANCA COSTA RICA S.A.	GROUND HANDLING (PAX - GIG)	\$0.00	Waived 100% Pre-petition debt, and changed from 15 days to 30 days of payment
3017	SWISSPORT BRASIL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (RAMP - GIG)	\$0.00	Waived 100% Pre-petition debt, and changed from 15 days to 30 days of payment
3018	SWISSPORT BRASIL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Ramp Services GIG	\$0.00	Waived 100% Pre-petition debt, and changed from 15 days to 30 days of payment
3019	SWISSPORT BRASIL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Ramp Services GRU	\$0.00	Waived 100% Pre-petition debt, and changed from 15 days to 30 days of payment
3020	SWISSPORT CANADA HANDLING INC	AVIANCA COSTA RICA S.A.	GROUND HANDLING (RAMP YYZ)	\$0.00	
3021	SWISSPORT CARGO SERVICES AEROCARGO	AVIANCA-ECUADOR S.A.	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Curazao para Comex&Log AV.	\$0.00	
3022	SWISSPORT CARGO SERVICES AEROCARGO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	Cargo Handling CUR	\$0.00	Payment Agreement
3023	SWISSPORT CARGO SERVICES BELGIUM	TAMPA CARGO S.A.S.	Cargo Handling BRU	\$0.00	Waived 100% pre-petition and Payment Agreement
3024	SWISSPORT CARGO SERVICES LP	TAMPA CARGO S.A.S.	Linehaul MIA	\$0.00	Payment Agreement
3025	SWISSPORT CARGO SERVICES THE NETHER	TAMPA CARGO S.A.S.	Cargo Handling AMS	\$0.00	
3026	SWISSPORT CHILE SA	TAMPA CARGO S.A.S.	Cargo Ramp SCL	\$0.00	Payment Agreement and reduced price
3027	SWISSPORT CHILE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (RAMP - SCL)	\$0.00	Payment Agreement and reduced price
3028	SWISSPORT CURACAO N.V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (RAMP/PAX CUR)	\$0.00	Payment Agreement and reduced price
3029	SWISSPORT GB LIMITED	TAMPA CARGO S.A.S.	Cargo Handling LHR	\$0.00	Waived 100% pre-petition and Payment Agreement
3030	SWISSPORT GBH HONDURAS SA	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling TGU-SAP	\$42,055.73	
3031	SWISSPORT HANDLING SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Cargo HandLING MDA- BCN	\$0.00	Waived 100% pretetition debt and 3 years extention
3032	SWISSPORT HANDLING SA	TAMPA CARGO S.A.S.	Ramp Services ZAZ	\$0.00	Waived 100% pretetition debt and 3 years extention
3033	SWISSPORT SA FUEL SERVICES LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTOPLANE SERVICE MIA	\$0.00	
3034	SWISSPORT SA FUEL SERVICES LLC	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE MIA	\$0.00	
3035	SWISSPORT SA FUEL SERVICES LLC	TAMPA CARGO S.A.S.	INTOPLANE SERVICE MIA	\$9,337.05	
3036	SWISSPORT SA FUEL SERVICES LLC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	INTOPLANE SUPPLY MIA	\$2,325.09	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3037	SWISSPORT USA INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (RAMP MIA-FLL-IAD-SFO-MCO-JFK)	\$0.00	Payment Agreement
3038	SWISSPORT USA INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Line maintenance Agreement for LAX, SFO, JFK, IAD stations Date of agreement January 15th, 2020	\$0.00	
3039	SWISSPORT USA INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
3040	SWISSPORT USA INC	TAMPA CARGO S.A.S.	Servicio Limpieza Oficinas	\$351.00	
3041	SWISSPORT USA INC - SWISSPORT SAUSA, LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (PAX MIA-FLL-IAD-SFO)	\$0.00	Payment Agreement
3042	SYLVER AIRWAYS CORP.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE FORT LAUDERDALE	\$0.00	
3043	SYLVER AIRWAYS CORP.	TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE FORT LAUDERDALE	\$0.00	
3044	SYNERGY XPERIENCE SAS	AVIANCA COSTA RICA S.A.	SERVICIO DE CONSULTORIA ENCUESTAS	\$0.00	
3045	T MOBILE USA INC	AVIANCA, INC.	Servicio de Moviles	\$2,225.10	Reduced price of contract
3046	T MOBILE USA INC	TAMPA CARGO S.A.S.	Servicio de Moviles	\$0.00	Reduced price of contract
3047	TAAG	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3048	TAAG-Linhas Aereas de Angola	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
3049	TABACARCEN SA TABABELA CARGO CENTER	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling UIO	\$0.00	
3050	TABACARCEN SA TABABELA CARGO CENTER	AVIANCA-ECUADOR S.A.	Transporte terrestre de carga Impo/Expo necesarios dentro de ATO UIO en Ecuador.	\$0.00	
3051	TABOSA PTY	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	CONTRATO DE ASISTENCIA EN TIERRA PANAMA	\$0.00	
3052	TACA COSTA RICA S.A	AVIANCA COSTA RICA S.A.	INTERCOMPANY	\$0.00	
3053	TACA INTERNATIONAL AIRLINES SA	LATIN LOGISTICS, LLC	Acuerdo de servicios asistencia en tierra 01.08 2010	\$0.00	
3054	TAIRONA LINES BV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GENERAL SALES AGENCY AGREEMENT	\$0.00	
3055	TALMA ECUADOR SERVICIOS AEROPORTUAR I	TAMPA CARGO S.A.S.	Cargo Ramp UIO - GYE	\$0.00	
3056	TALMA ECUADOR SERVICIOS AEROPORTUAR I	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	GROUND HANDLING (RAMP - PAX -SCY-MEC-OCC-GPS)	\$0.00	
3057	TALMA SERVICIOS AEROPORTUARIOS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling LIM	\$0.00	
3058	TALMA SERVICIOS AEROPORTUARIOS SA	AVIANCA HOLDINGS S.A.	Clean team protocol	\$0.00	
3059	TALMA SERVICIOS AEROPORTUARIOS SA	AVIANCA HOLDINGS S.A.	Non-disclosure agreement	\$0.00	
3060	TAM LINHAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Line maintenance Agreement for GIG station. Date of agreement May 15th, 2016	\$0.00	
3061	TAMPA CARGO S.A.S.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	COMMERCIAL CONTRACT CONTRATO DE PRESTACIÓN DE SERVICIOS DE MANTENIMIENTO DE EQUIPOS MOTORIZADOS	\$0.00	
3062	TAP	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3063	TAP Portugal	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
3064	TAP PORTUGAL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
3065	TAP PORTUGAL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
3066	TAP PORTUGAL TP-047	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
3067	TAP Transporte Aereos Portugueses, S.A. (Victoria)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3068	TARJETAS BANAMEX DE MEXICO, S.A DE C.V., SOFOM, E.R., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE PRESTACIÓN DE SERVICIOS PARA ESTABLECER EL PROGRAMA DE CARGOS PARCIALES QUE CELEBRAN POR UNA PARTE AEROVIAS DEL CONTINENTE AMERICANO SA CON NO. DE CLIENTE 85133041 REPRESENTADA POR MIGUEL ANGEL CARDONA AHUMADA, A QUIEN EN LO SUCESIVO SE LE DESIGNARÁ COMO "LA EMPRESA" Y, POR OTRA PARTE, TARJETAS BANAMEX, S.A. DE C.V., SOFOM, E.R., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, REPRESENTADO POR LOS SEÑORES ALEJANDRO ATANASIO GUTIERREZ HERNANDEZ Y GABRIELA SAENZ CABRERA, A QUIEN EN LO SUCESIVO SE LE DESIGNARA COMO "TARJETAS BANAMEX", Y EN SU CONJUNTO LAS PARTES, AL TENOR DE LAS SIGUIENTES DECLARACIONES Y CLAUSULAS, 27 JUN 2017	\$0.00	
3069	TARJETAS BANAMEX DE MEXICO, S.A DE C.V., SOFOM, E.R., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE PRESTACIÓN DE SERVICIOS PARA ESTABLECER EL PROGRAMA DE CARGOS PARCIALES QUE CELEBRAN POR UNA PARTE TACA INTERNATIONAL AIRLINES SA CON NO. DE CLIENTE 85133041 REPRESENTADA POR MIGUEL ANGEL CARDONA AHUMADA, A QUIEN EN LO SUCESIVO SE LE DESIGNARA COMO "LA EMPRESA" Y, POR OTRA PARTE, TARJETAS BANAMEX, S.A. DE C.V. SOFOM, E.R., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, REPRESENTADO POR LOS SEÑORES ALEJANDRO ATANASIO GUTIERREZ HERNÁNDEZ Y GABRIELA SÁENZ CABRERA, A QUIEN EN LO SUCESIVO SE LE DESIGNARÁ COMO "TARJETAS BANAMEX", Y EN SU CONJUNTO LAS PARTES, AL TENOR DE LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS, 27 JUN 2017	\$0.00	
3070	TARJETAS DE CREDITO DE OCCIDENTE, S.A.	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
3071	Tarom Romamian	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
3072	TAX SHELTER CONS. TRIB. S.R.L.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
3073	TAX SHELTER CONS. TRIB. S.R.L.	AVIANCA-ECUADOR S.A.	Provision of Services for legal services, subscribed since may 8th, 2020 with an undefined term. (labor law)	\$0.00	
3074	TAXCENTER SAS	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 157-DC-2017	\$0.00	
3075	TBH SERVICES	AVIANCA COSTA RICA S.A.	Baggage handling YYZ	\$0.00	
3076	TDGI MANTENIMIENTO Y SERVICIOS INTE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Facility Management BCN	\$0.00	Reduced price 10%, and extend contract term 24 months.
3077	TECNOLOGIA EN SEGURIDAD PRIVADA SSI	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SECURITY (Seguridad y Vigilancia)	\$0.00	
3078	TECNOLOGIA EN SEGURIDAD PRIVADA SSI	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad Aeroporturia Mexico	\$21,698.00	
3079	TECNOLOGIAS UNIDAS S.A DE C.V	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	RAMP SERVICE TGU - SAP	\$0.00	
3080	TELCOR	TACA INTERNATIONAL AIRLINES S.A.	Comunicaciones	\$0.00	
3081	TELEFONIA CELULAR DE NICARAGUA, S.A	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Moviles	\$14,950.00	Reduced price of contract
3082	TELEFONICA GLOBAL SOLUTIONS USA INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Toll free	\$759.08	Reduced price of contract
3083	TELEFONICA MOVILES EL SALVADOR SA	TACA INTERNATIONAL AIRLINES S.A.	Telefonia movil	\$22,651.01	Reduced price of contract
3084	TELEMOVIL EL SALVADOR S A DE C V	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Moviles	\$2,415.54	Reduced price of contract
3085	TELETAMPA EXPRESS LLC	LATIN LOGISTICS, LLC	AGENCY - AG121 Multibrand Agency Agreement	\$0.00	
3086	TELMO MESIAS	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
3087	TEODORO BALTAZAR CASTILLO BORJA	TACA INTERNATIONAL AIRLINES S.A.	GROUND FUEL GUA	\$0.00	
3088	TERMINAL AEROPORTUARIA DE GUAYAQUIL	AVIANCA-ECUADOR S.A.	INTOPLANE SERVICE GYE	\$0.00	
3089	TERMINAL AEROPORTUARIA DE GUAYAQUIL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTOPLANE SERVICES GYE	\$0.00	
3090	TERMINAL AEROPORTUARIA DE GUAYAQUIL	AVIANCA-ECUADOR S.A.	INTOPLANE SERVICES GYE	\$0.00	
3091	TERMINAL AEROPORTUARIA DE GUAYAQUIL	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICES GYE	\$0.00	
3092	TERMINAL AEROPORTUARIA DE GUAYAQUIL	TAMPA CARGO S.A.S.	INTOPLANE SERVICES GYE	\$0.00	
3093	TERMINAL DE CARGAS DEL ECUADOR SA T	AVIANCA-ECUADOR S.A.	Cargo Handling GYE	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3094	TERMINALES SANTAMARIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGOS S.A.S.	Cargo Handling SJO	\$0.00	3 year extension 10% discount waive PPD
3095	TERMINALES SANTAMARIA SA	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	PROFESSIONAL SERVICES AGREEMENT	\$55.92	
3096	TERPEL COMERCIAL DEL PERU SRL	AVIANCA COSTA RICA S.A.	FUEL SUPPLY PERU	\$232,928.15	
3097	TERRA NOVA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3098	TEVCOLO CIA LIMITADA	AVIANCA-ECUADOR S.A.	Transporte de valores o efectivo necesario en Ecuador	\$0.00	
3099	THAI AIRWAYS INTERNATIONAL PUBLIC COMPANY LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
3100	THAI AIRWAYS INTERNATIONAL PUBLIC COMPANY LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
3101	THAI AIRWAYS INTERNATIONAL PUBLIC COMPANY LIMITED	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
3102	THALES AVIONICS INC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE	\$0.00	
3103	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Purchase Agreement No. 3075 dated October 03, 2006 (as amended and supplemented, Purchase Agreement) between The Boeing Company (Boeing) and Aerovias del Continente Americano S.A. Avianca (Customer) relating to Boeing model 787 aircraft (Aircraft)	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3104	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Aircraft General Terms Agreement No. AGTA-AVI dated October 03, 2006 (as amended and supplemented, AGTA) between Boeing and Customer	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3105	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Customer Services General Terms Agreement No. 59-1 dated January 18, 2001 (as amended and supplemented, CSGTA) between Boeing and Customer	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3106	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Orders for Airplane Health Management, dated December 6, 2017 (AHM) between Customer and Boeing	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3107	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Order for On-Board Performance Tool dated January 09, 2014 (OPT) between Boeing and Customer	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3108	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Master Services Agreement No. AVI-02711 (new Jeppesen Contract No. AVI-MA-S-00073) dated December 06, 2005 (as amended and supplemented, MSA) between Boeing Digital Solutions, Inc. (f/k/a Jeppesen Sanderson, Inc.) and Customer	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3109	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Supplemental Agreement for Crew Pairing and Crew Rostering dated December 06, 2005 (as amended and supplemented, Supplemental Crew Pairing and Rostering Agreement) between Customer and Boeing Digital Solutions, Inc. (f/k/a Jeppesen Sanderson, Inc.)	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3110	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Aircraft Health Monitoring (B787) REF AHM-11722-AVI-RCP-R4 / Signature date 15/DEC/17	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3111	THE COFFEE CAKE SA DE CV	TACA INTERNATIONAL AIRLINES S.A.; TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Catering for employees	\$128.36	
3112	THE EMBASSY TO ALL TRAVEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3113	THE GALLERY TRAVEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3114	THE INTERNET CORPORATION FOR ASSIGN	AVIANCA HOLDINGS S.A.	Top level domain	\$12,500.00	
3115	THERMO PLAST SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Bolsas Servicio a bordo SAL	\$0.00	
3116	THOMAS COOK AIRLINES LTD	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3117	THOMPSON SAFETY LLC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
3118	THYSSENKRUPP ELEVADORES, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento ascensores Salvador	\$0.00	Reduced price 10%, and extend contract term 24 months.
3119	THYSSENKRUPP ELEVADORES, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento ascensores Salvador	\$0.00	Reduced price 10%, and extend contract term 24 months.
3120	TI724 SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Licenciamiento Vmware	\$0.00	
3121	TIKKE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	"Preposición" Agreement	\$0.00	
3122	TIKKE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement	\$0.00	
3123	TMF COSTA RICA TMFCR LTDA	SERVICIO TERRESTRE, AEREO Y RAMPA S.A. COSTA RICA; AVIANCA COSTA RICA S.A.	Payment Agreement	\$20,433.07	
3124	TMF EL SALVADOR LTDA DE CV	AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; NICARAGÜENSE DE AVIACIÓN, S.A.; TACA DE HONDURAS, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	SERVICIO BPO FINANZAS	\$81,087.83	Payment Terms

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3125	TMF GUATEMALA LIMITADA	AVIATECA SA; AVIASERVICIOS SA	Payment Agreement	\$5,159.45	
3126	TMF HONDURAS SERVICES SRL	ISLENA DE INVERSIONES SA DE CV; TACA HONDURAS DE SA CV	Payment Agreement	\$18,825.26	
3127	TMF NICARAGUA Y COMPANIA LIMITADA	NICARAGUENSE DE AVIACION SA	Payment Agreement	\$15,067.29	
3128	TOBIAS GROUP INC	AVIANCA, INC.	Servicio Limpieza MIA	\$4,291.66	
3129	TOKIO MARINE COMPANIA DE SEGUROS S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy RCMMX000094300	\$0.00	
3130	TOM BRADLEY INTERNATIONAL TERMINAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Airport Facilities and Lease Agreement LAX	\$242,577.99	
3131	TOTAL AIRPORT SERVICES LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling SFO	\$7,000.00	
3132	TOTAL CLEANING SERVICES CURACAO NV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Limpieza Curazao	\$0.00	
3133	TOTAL PACK INC	TAMPA CARGO S.A.S.	Suministro de Plástico Stretch para cubrir y preservar carga.	\$35,926.74	Waived 10% pre-petition debt
3134	TOTAL TRUST SERVICES CORP	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
3135	TOTES LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	Servicio de Limpieza Bolivia	\$0.00	Reduced price 5%, and extended contract term 12 months.
3136	TOUR CARIBBE SOCIEDAD ANÓNIMA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3137	TOUR VACATION HOTELES AZUL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3138	TOUREXITO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3139	TOUS ABOGADOS ASOCIADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
3140	TRAFALGAR TOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3141	TRANSAMERICA CO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3142	TRANSBANK	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ANEXO CONTRATO DE AFILIACIÓN TARJETAS DE CRÉDITO PARA VENTAS DE CALL CENTER A TRAVES DE POS VIRTUAL, 28 JUL 2008	\$0.00	
3143	TRANSPORT SERVICE GM	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES 39-DC-2018	\$0.00	
3144	TRANSPORTACION MEXICO EXPRESS SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	HANDLING OF LAND LOAD	\$0.00	Screening rate increase
3145	TRANSPORTE BUICK SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSP BAGGAG	\$0.00	
3146	TRANSPORTE MARSOL SAS	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 182-DC-2017	\$0.00	
3147	TRANSPORTE SANTANA TRIANGULO DEL CA	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 156-DC-2017	\$0.00	
3148	TRANSPORTE Y TURISMO 1 A SAS	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 238-DC-2017	\$0.00	
3149	TRANSPORTES AEREOS PORTUGUESES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE LISBOA	\$0.00	
3150	TRANSPORTES AEROMAR SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	CONTRATO DE ARRENDAMIENTO	\$0.00	
3151	TRANSPORTES AEROMAR SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
3152	TRANSPORTES AEROMAR SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
3153	TRANSPORTES ESPECIALES A&S SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 237-DC-2015	\$0.00	
3154	TRANSPORTES ESPECIALES EDQUIOS SAS	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 168-DC-2017	\$0.00	
3155	TRANSPORTES KOOCHOY SA	TAMPA CARGO S.A.S.	Transporte Terrestre crew y colaboradores	\$0.00	
3156	TRANSPORTES RIOJA LIMITADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 83-DC-2018	\$0.00	
3157	TRANSPORTES TURÍSTICOS SERVICIOS MÚLTIPLES	NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.); TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 167-DC-2018	\$0.00	
3158	TRANSPORTES VIGIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (LD) T106	\$0.00	Extend contract term by 2 months
3159	TRANSPORTES VIGIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (LD) T93	\$0.00	Extend contract term by 2 months
3160	TRANSPORTES Y TURISMOS 1A S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	Reduced price 10%, and extend contract term 24 months.
3161	TRANSTYPE SERVICES INC	LATIN LOGISTICS, LLC	AGENCY - AG106 Regular Agency Agreement	\$0.00	
3162	TRAVEL & TRAVEL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3163	TRAVEL AIR AGENCIA DE VIAJES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3164	TRAVEL CENTER SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3165	TRAVEL CLUB SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3166	TRAVEL DEPOT SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3167	TRAVEL INTERNATIONAL SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3168	TRAVEL MANAGEMENT CORPORA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3169	TRAVEL PLANS S A S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3170	TRAVELTRIP ASSISTANCE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3171	TRAVESIAS EXPERIENCIALES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3172	TRESOR COLOMBIEN SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3173	TRI COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	SERVICIO DE CONSULTORIA CULTURA ORGANIZACIONAL	\$0.00	Reduced price 5%, and extended contract term 12 months.
3174	TRI COUNTY INDUSTRIAL REFRIGERATION	TAMPA CARGO S.A.S.	Sistema de refrigeracion Miami	\$410.00	
3175	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING BARRANCABERMEJA MC60	\$0.00	
3176	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING BUCARAMANGA MC59	\$0.00	
3177	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING NEIVA Y LETICIA MC76	\$0.00	Cargo handling service addition
3178	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING PASTO MC44	\$0.00	
3179	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COURIER SALE POINTS ADMINISTRATION -SANTANDER AG107	\$0.00	
3180	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COURIER SALE POINTS ADMINISTRATION - VALLE AG64	\$0.00	
3181	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES 29	\$0.00	
3182	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES27	\$0.00	
3183	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES28	\$0.00	
3184	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES28	\$0.00	
3185	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES29	\$0.00	
3186	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES32	\$0.00	
3187	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES33	\$0.00	
3188	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES34	\$0.00	
3189	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES43	\$0.00	
3190	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES47	\$0.00	
3191	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES47	\$0.00	
3192	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES48	\$0.00	
3193	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES48	\$0.00	
3194	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES62	\$0.00	
3195	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DISTRIBUTION OF DOCUMENTS (INFORMATION TO AVIANCA CREW) D100	\$0.00	
3196	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN DUITAMA, NEIVA, SOGAMOSO, TUNJA, FLORENCIA, GIRARDOT, HONDA, IBAGUE, LA DORADA Y MARIQUITA D104	\$0.00	
3197	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN VALLE DEL CAUCA, CAUCA, NARIÑO, BUCARAMANGA AND BARRANCABERMEJA, D90	\$0.00	Extend contract term by 2 months
3198	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION AND EXPRESS COURIER SHIPPING IN DUITAMA, NEIVA, SOGAMOSO, TUNJA, FLORENCIA, GIRARDOT, HONDA, IBAGUE, LA DORADA Y MARIQUITA T118	\$0.00	
3199	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T105	\$0.00	Extend contract term by 2 months
3200	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS FOR THE CLIENT CRUZ VERDE T116	\$0.00	Extend contract term by 24 months
3201	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTLETS ADMINISTRATION - CUNDINAMARCA AG165	\$0.00	
3202	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - NARIÑO AG57	\$0.00	
3203	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - CAUCA AG97	\$0.00	
3204	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - HUILA TOLIMA CAQUETA BOYACA Y LETICIA AG167	\$0.00	
3205	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - SANTANDER AG109	\$0.00	
3206	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - VALLE AG56	\$0.00	
3207	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - CALI AG56	\$0.00	
3208	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - CAUCA AG145	\$0.00	Commission adjustment
3209	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - NARIÑO AG121	\$0.00	Commission adjustment
3210	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - NARIÑO AG65	\$0.00	
3211	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - SANTANDER AG144	\$0.00	Commission adjustment

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3212	TRIFIT S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - DUITAMA, SOGAMOSO, TUNJA FLORENCIA NEIVA NEIVA APTO LETICIA IBAGUE LA DORADA IBAGUE GIRARDOT AG166	\$0.00	Commission adjustment
3213	TRIFIT S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SELF CURRIER K159	\$0.00	Extend contract term by 24 months distribution of documents service addition
3214	TRIANGLE SERVICES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Baggage Handling MIA	\$0.00	
3215	TRIP OFFERS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3216	TRIPURI AVIATION PTE LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$0.00	
3217	TRIVENTO BODEGAS Y VINEDOS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 114-DC 2019	\$84,000.00	Payment Terms and waived 19% prepetition debt
3218	TROLEX COMPANIA EXTERMINADORA SA DE	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Fumigación de Aeronaves Honduras	\$0.00	Reduced price 10%, and extend contract term 24 months.
3219	TROLEX COMPANIA EXTERMINADORA SA DE	TACA INTERNATIONAL AIRLINES S.A.	Fumigación de Aeronaves SAL	\$0.00	Reduced price 10%, and extend contract term 24 months.
3220	TROTAMUNDOS S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3221	Trujillo Betanzos y Asociados	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Servicios Profesionales	\$0.00	
3222	TRULEN DE CENTROAMERICA SOCIEDAD AN	AVIATECA, S.A.	Fumigación de Aeronaves GUA	\$0.00	Reduced price 10%, and extend contract term 24 months.
3223	TRULY NOLEN INC	AVIANCA, INC.	Fumigación de Aeronaves GUA	\$0.00	Reduced price 10%, and extend contract term 24 months.
3224	TUI AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3225	Tunis Air	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
3226	TURISMAN SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3227	TURISMO AL VUELO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3228	TURISMO ANDINO SAS AGENCI	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3229	TURISMO BOLIVIA - PERU S.R.L.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES 38-DC-2018	\$0.00	
3230	TURISMO CONTINENTAL LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3231	TURISMO DEL MORROSQUILLO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3232	TURISMO EL GLOBO S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3233	TURISMO INTERNACIONAL DEL ORIENTE S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3234	TURISMO LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3235	TURISMO MARVAM SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3236	TURISMO SEIS CONTINENTES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3237	TURISMO SEIS CONTINENTES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3238	TURISMO SOCIEDAD ANÓNIMA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3239	TURISMO TOTAL SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement Bogota	\$0.00	
3240	TURISMO TOTAL SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement Medellin	\$0.00	
3241	TURISMUNDO LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3242	TURKISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE ISTANBUL	\$0.00	
3243	TURKISH AIRLINES	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE ISTANBUL	\$0.00	
3244	TURKISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA ISTANBUL	\$0.00	
3245	TURKISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner ISTANBUL	\$0.00	
3246	TURKISH AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3247	TURKISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement ISTANBUL	\$0.00	
3248	TURKISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner ISTANBUL	\$0.00	
3249	Turkish Airlines (Miles & Smiles)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A. AVIATECA S.A. TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3250	TURKISH AIRLINES INC. SUCURSAL COLOMBIA	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF 2018-BOG	\$0.00	
3251	TURSAIR FUELING INC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	FUEL SERVICE MIA	\$1,382.72	
3252	TURSAIR FUELING, INC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	INTOPLANE SUPPLY MIA	\$1,382.72	
3253	TYCO SERVICES S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Control de Accesos	\$0.00	
3254	U DRIVE INSURANCE INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
3255	UBM AVIATION WORLDWIDE LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$17,250.90	
3256	Ukraine Intl Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
3257	ULTRA AVIATION SERVICES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Baggage Handling MIA	\$14,730.43	
3258	ULTRA VALORES DE NICARAGUA S.A.	TACA INTERNATIONAL AIRLINES S.A.	Transporte de valores o efectivo necesario en Nicaragua	\$0.00	Reduced price 5%, and extended contract term 12 months.
3259	ULTRAMAR AGENCIA MARITIMA LTDA.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING AGREEMENT - SGHA	\$0.00	
3260	UN MUNDO DE TRAVESIAS AGENCIA DE VI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3261	UNE EPM TELECOMUNICACIONES S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Telefonia Fija	\$0.00	Reduced price 10%, and extend contract term 24 months.
3262	UNIBELIER LTDA SU AGENCIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3263	UNIDAD ADMINISTRATIVA ESPECIAL DE A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Landing Services BOG	\$0.00	
3264	UNIDAD ADMINISTRATIVA ESPECIAL DE A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Landing Services BOG	\$0.00	
3265	UNIDAD ADMINISTRATIVA ESPECIAL DE AERONAUTICA CIVIL	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
3266	UNION COMERCIAL DE EL SALVADOR, S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
3267	UNION DE TECNOLOGIA ELECTRONICA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMERICAS S.A.S.	Servicios de Radios	\$0.00	Reduced price 10%, and extend contract term 24 months.
3268	UNION TEMPORAL COOPAVA - XPS CARGO S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T100	\$0.00	Extend contract term by 2 months
3269	UNION TEMPORAL DELIMA MARSH - CENTROSEGUROS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.); SERVICIO TERRESTRE, AEREO Y RAMPA S.A.; TACA DE HONDURAS, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 325-DC-2017	\$0.00	
3270	UNION TEMPORAL MEGA	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 158-DC-2017	\$0.00	
3271	UNISTO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SECURITY- CM FOR THREE YEARS FOR THE SUPPLY OF DEPRISA ROUND STRAP SEALS	\$0.00	
3272	UNISTO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMERICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Suministro de Precintos de seguridad	\$0.00	
3273	UNITED AIRLINES HOLDINGS, INC.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; Isleña de Inversiones, S.A. de C.V; Regional Express Americas S.A.S.; TACA S.A.; Tampa Cargo S.A.S.	Commitment Letter Guaranty by and among United Airlines Holdings, Inc. (formerly known as United Continental Holdings, Inc.), Avianca, Taca, Avianca Perú, Avianca Costa Rica, Aviateca, Tampa Cargo, Isleña, Regional Express Americas, Copa and Aerorepública	\$0.00	
3274	UNITED AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; Isleña de Inversiones, S.A. de C.V; Regional Express Americas S.A.S.; TACA S.A.; Tampa Cargo S.A.S.	Commitment Letter Guaranty by and among Copa Holdings S.A., United, Avianca, Taca, Avianca Perú, Avianca Costa Rica, Aviateca, Tampa Cargo, Isleña, and Regional Express Americas	\$0.00	
3275	UNITED AIRLINES, INC.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	Amendment filed separately in Plan Supplement
3276	UNITED AIRLINES, INC.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	CODE SHARE CHICAGO	\$0.00	Amendment filed separately in Plan Supplement
3277	UNITED AIRLINES, INC.	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE CHICAGO	\$0.00	Amendment filed separately in Plan Supplement
3278	UNITED AIRLINES, INC.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota station. Efective and valid from May/15th/2014	\$0.00	
3279	UNITED AIRLINES, INC.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner CHICAGO	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3280	UNITED AIRLINES, INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement CHICAGO	\$0.00	Amendment filed separately in Plan Supplement
3281	UNITED AIRLINES, INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED CHICAGO	\$0.00	
3282	UNITED AIRLINES, INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	All *Assumed United Agreements identified at Exhibit A to Exhibit L to the Plan Supplement (ECF No. 2264)	\$0.00	
3283	UNITED CARGO	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	BILATERAL INTERLINE CARGO TRAFIC 181825	\$0.00	
3284	UNITED NATION CHILDRENS OF UNICEF	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	COOPERATION	\$0.00	
3285	UNITED PARCEL SERVICE CO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
3286	UNITED PARCEL SERVICE, INC. UPS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3287	UNITEDAIRLINES INC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	Amendment filed separately in Plan Supplement
3288	UNIVERSAL AIR TRAVEL PLAN, INC.	AVIANCA-ECUADOR S.A.	AMENDED AND RESTATED UATP PARTICIPATION AGREEMENT, 10 JUL 1980	\$0.00	
3289	UNIVERSAL AIR TRAVEL PLAN, INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AMENDED AND RESTATED UATP PARTICIPATION AGREEMENT, 30 MAR 2016	\$0.00	
3290	UNIVERSAL AIR TRAVEL PLAN, INC.	TACA INTERNATIONAL AIRLINES S.A.	UNIVERSAL AIR TRAVEL PLAN AGREEMENT, 19 AUG 1948	\$0.00	
3291	UNIVERSAL AIR TRAVEL PLAN, INC.	AVIANCA COSTA RICA S.A.	UNIVERSAL AIR TRAVEL PLAN AGREEMENT, 25 JUN 1980	\$0.00	
3292	UNIVERSAL PROTECTION SERVICES LLC D	LATIN LOGISTICS, LLC	Aviation Services Master Agreement L07	\$0.00	
3293	UNIVERSAL PROTECTION SERVICES LLC DBA ALLIED UNIVERSAL	LATIN LOGISTICS, LLC	Aviation Services Master Agreement L07	\$1,847.25	
3294	UNIVERSAL WIPING CLOTH INC	TAMPA CARGO S.A.S.	Suministro de bayetilla	\$0.00	
3295	UNIVERSO TRAVELING SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3296	UNO BELIZE LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	FUEL SUPPLY BELIZE	\$0.00	
3297	UNO EL SALVADOR SOCIEDAD ANONI	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	FUEL SUPPLY EL SALVADOR	\$8,000.00	
3298	UNO HONDURAS SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	FUEL SUPPLY HONDURAS	\$0.00	
3299	UNOPETROL, SOCIEDAD ANONIMA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
3300	UPS SERVICIOS EXPRESOS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERNATIONAL AIR TRANSPORTATION D60	\$0.00	Extend contract term by 2 months
3301	UPS SERVICIOS EXPRESOS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERNATIONAL AIR TRANSPORTATION D62	\$0.00	Territory and commissions updating
3302	UPSISTEMAS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TAMPA CARGO S.A.S.	Mantenimiento de UPS	\$0.00	Reduced price 5%, and extended contract term 12 months.
3303	URBANO EXPRESS, S.A. DE C.V.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION K149	\$0.00	Extend contract term by 2 months
3304	URDANETA & VELEZ PEARL & ABDALLAH A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of march 1st, 2020 with an undefined term.	\$0.00	
3305	URIBE & SICARD CONSULTORES SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE CONSULTORIA RECOBRO CAPACIDADES	\$0.00	
3306	URRUTIBEHETY LTDA COMPANIA	AVIANCA-ECUADOR S.A.	Servicio de Limpieza de Aeronaves Bolivia	\$0.00	Reduced price 5%, and extended contract term 12 months.
3307	US MULTIEXPRESS LLC	LATIN LOGISTICS, LLC	AGENCY - AG148 Multibrand Agency Agreement	\$0.00	
3308	US POSTMASTER	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
3309	USA ENVIOS EXPRESS INC	LATIN LOGISTICS, LLC	AGENCY - AG611-612 Regular Agency Agreement	\$0.00	
3310	V T E VIAJES TURISMO Y EXCURSIONES LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3311	VALUE ADDED INFORMATION TECHNOLOGIE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Licenciamiento citrix	\$0.00	Reduced price 5%, and extended contract term 12 months.
3312	VALUE ADDED INFORMATION TECHNOLOGIE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Licencias citrix	\$0.00	
3313	VAOVA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3314	VCH TRAVEL-VIAJES CHAPINERO S.A.S.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3315	VEC SYSTEMS CIA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Rayos X Ecuador	\$0.00	
3316	VEEAM (TI724)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Software de backup	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3317	VELEZ TOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3318	VENTAS Y AVALUOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE AVALUO TERRENOS	\$0.00	
3319	VERIFAVIA SINGAPORE PTE LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
3320	Verónica Gutiérrez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
3321	VIAJA POR EL MUNDO WEB/NI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3322	VIAJAR DE COLOMBIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES - CM 7100000316	\$0.00	
3323	VIAJAR LIMITADA L ALIANXA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3324	VIAJAR POR COLOMBIA Y EL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3325	VIAJEMOS JUNTOS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3326	VIAJEMOS JUNTOS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3327	VIAJES AEREOS ARMENIA LIM	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3328	VIAJES AEREOS NACIONALES E INTERNAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3329	VIAJES AGENTUR SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3330	VIAJES ARIASBETA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3331	VIAJES AVETURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3332	VIAJES BOLIVAR LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3333	VIAJES CALIMA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3334	VIAJES CIRCULAR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3335	VIAJES COUNTRY SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3336	VIAJES CUCUTA UJUETA Y JA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3337	VIAJES DACAR AGENCIA DE VIAJES Y TU	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3338	VIAJES EJECUTIVOS MUNDIALES S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3339	VIAJES EL CORTE INGLES COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3340	VIAJES ELITE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3341	VIAJES EUPACLA L ALIANXA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3342	VIAJES EUPACLA L ALIANXA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3343	VIAJES FAJARDO TOURS L AL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3344	VIAJES GUZMAN Y COMPANIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3345	VIAJES HELITUR LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3346	VIAJES IBEROLUNA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3347	VIAJES L & M LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3348	VIAJES MOLITUR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3349	VIAJES ORBE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3350	VIAJES PALOMARES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3351	VIAJES PORTOFINO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3352	VIAJES TOUR COLOMBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3353	VIAJES VELMA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3354	VIAJES VERACRUZ L ALIANXA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3355	VIAJES VIASSA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3356	VIAJES VIRTUALES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3357	VIAJES Y TRAVESIAS DE COLOMBIA KAREN MARGARITA PENA REYES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3358	VIAJES Y TURISMO DEL ORIENTE LTDA. TUR-ORIENTE.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3359	VIAJES Y TURISMO JALLER R	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3360	VIAJES Y TURISMO MAR CARIBE LIMITADA.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3361	VIAJES Y TURISMO MUNDIALES S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3362	VIAJES Y TURISMO TUMACO Y	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3363	VIAJES ZEPPELIN SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3364	VIAJEXCURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3365	VIALOJAR LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3366	VIALOJAR LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3367	VIANORTE L ALIANXA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3368	VICKY BUITRAGO VIAJES Y TURISMO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3369	VICKY BUITRAGO VIAJES Y TURISMO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3370	Vietnam Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3371	VIETNAM AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3372	Villa y Asociados	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
3373	VILLAZON MARTINEZ & ASOCIADOS SRL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
3374	VILLAZON MARTINEZ & ASOCIADOS SRL	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
3375	VIMEXPORT SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3376	VINA CONCHA Y TORO S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 110-DC-2019	\$0.00	Payment terms
3377	VIÑA UNDURRAGA S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 115 -DC-2019	\$0.00	Payment terms
3378	VIP COLOMBIA TUR SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3379	VIRGIN ATLANTIC AIRWAYS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3380	VIRGIN ATLANTIC AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
3381	VISA International Service Association	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Acuerdo de Marketing	\$0.00	
3382	VISION SOFTWARE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE HORAS DE INGENIEROS PROYECTOS ESPECIALIZADOS	\$0.00	
3383	VISION TOURS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3384	VITEL PROMOCIONES SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de sombrillas para atención a pasajeros	\$0.00	
3385	VIVA VACATIONS COLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3386	VIVAS & URIBE ABOGADOS SAS	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for Project Sunrise	\$0.00	
3387	VIVAS & URIBE ABOGADOS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of March 1st, 2020 with an undefined term.	\$0.00	
3388	Viviana Escobar	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
3389	Viviana Martin Salazar	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
3390	VOLOTEA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
3391	VORTEX AVIATION MAINTENANCE INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for SJU station. Date of agreement November 15th, 2015	\$0.00	
3392	VORTEX AVIATION MAINTENANCE INC	TAMPA CARGO S.A.S.	Line maintenance Agreement for SJU station. Date of agreement November 15th, 2015	\$0.00	
3393	VRG LINHAS AEREAS S.A. INC.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	COMMERCIAL CONTRACT IATA STANDARD GROUND HANDLING AGREEMENT SIMPLIFIED PROCEDURE ANNEX B 1.0 — LOCATION(S), AGREED SERVICES AND CHARGES TO THE STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2013	\$0.00	
3394	VRG LINHAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
3395	VUELING AIRLINES SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
3396	WAKE (QA) LTD	REGIONAL EXPRESS AMÉRICAS S.A.S.	IOSA Certification Audit Contract	\$0.00	
3397	WAMOS AIR SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3398	WASTE MANAGEMENT INC OF FLORIDA	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
3399	WEB CARGO S.L.	TAMPA CARGO S.A.S.	NDA	\$0.00	
3400	WELLS FARGO BANK NORTHWEST NA MSN58	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AIRCRAFT RENTAL B767-200SF SN 23802 XA-LRC	\$0.00	
3401	WELLS FARGO BANK NORTHWEST NA MSN58	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AIRCRAFT RENTAL B767-200SF SN 23804 XA-EFR	\$0.00	
3402	WEST AIR CARGO LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Transporte terrestre de carga necesario para QT en Brasil.	\$0.00	Reduced price 5%, and extended contract term 12 months.
3403	WESTERN OVERSEAS CORPORATION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios en USA.	\$0.00	
3404	WESTERN UNION FINANTIAL SERVICES , INC.	TACA INTERNATIONAL AIRLINES S.A.	SOLICITUD DE SERVICIO QUICKPAY DE WESTERN UNION, 05 NOV 2003	\$0.00	
3405	WESTJET CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3406	WHITE OAK AVIATION MANAGEMENT SERVICES	TAMPA CARGO S.A.S.	NDA	\$0.00	
3407	WIGINTON CORPORATION	AVIANCA INC.	Alarma contraincendio	\$0.00	
3408	WILLIAM ARMANDO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3409	WILLIS COLOMBIA CORREDORES DE SEGURO	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.); REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Contract for the reinsurance broker for the aviation policy, Willis was hired by procurement on December 2019 and for 3 years	\$0.00	
3410	WILLIS TOWERS WATSON	AVIANCA COSTA RICA S.A.	Insurance policy 06764A20	\$0.00	
3411	WILLIS TOWERS WATSON	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Insurance policy 06764A20	\$0.00	
3412	WILLIS TOWERS WATSON	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 06764A20	\$0.00	
3413	WILLIS TOWERS WATSON	AVIANCA COSTA RICA S.A.	Insurance policy 25106A20	\$0.00	
3414	WILLIS TOWERS WATSON	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Insurance policy 25106A20	\$0.00	
3415	WILLIS TOWERS WATSON	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 25106A20	\$0.00	
3416	WILMER ROLANDO CUASPUD OR	AVIANCA-ECUADOR S.A.	Pallet Tag Control en Ecuador.	\$0.00	Reduced price 5%, and extended contract term 12 months.
3417	WILMER ROLANDO CUASPUD OR	AVIANCA-ECUADOR S.A.	Suministro de Cajas Servicio abordó y Papelería de Oficina Servicios Administrativos	\$0.00	Reduced price 5%, and extended contract term 12 months.
3418	WINDSTREAM LLC	LATIN LOGISTICS, LLC	Utilities agreement MIA	\$3,125.63	
3419	WISTON DE JESUS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION CREW	\$0.00	
3420	WM WIRELESS & MOBILE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DaaS	\$0.00	
3421	WM WIRELESS & MOBILE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DaaS	\$0.00	
3422	WM WIRELESS & MOBILE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	EQUIPMENT LEASE A350	\$0.00	
3423	WND Limited and WNS Limited	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for Project Sunrise	\$0.00	
3424	WORLD AVIATION SERVICES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GENERAL SALES AGENCY AGREEMENT	\$0.00	
3425	WORLD AVIATION SERVICES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
3426	WORLD FUEL SERVICES INC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	FUEL SUPPLY	\$312,752.57	
3427	WORLD FUEL SERVICES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	FUEL SUPPLY 01.07.2013	\$4,637,422.43	
3428	WORLD GYM	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
3429	WORLD SERVICE COMPANY	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Aircraft cabin cleaning ORD Agreement	\$1,800.00	
3430	WORLD TELECOM AND SERVICES CONSULTI	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
3431	WORLDWIDE FLIGHT SERVICES INC.	TAMPA CARGO S.A.S.	Cargo Handling DFW	\$75,261.42	
3432	WORLDWIDE FLIGHT SERVICES INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Passangers services IAH	\$8,887.51	
3433	WORLDWIDE FLIGHT SERVICES INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Passangers services JFK	\$0.00	
3434	WORLDWIDE FLIGHT SERVICES INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Ramp Services IAH	\$2,283.75	
3435	WORLDWIDE LIVESTOCK SERVICES	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
3436	XF DELIVERY SERVICE	LATIN LOGISTICS LLC	GROUND TRANSPORTATION	\$0.00	
3437	XQAIR CARGO SERVICES (GMBH)	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN HUNGARY, CZECH REPUBLIC & GREECE	\$0.00	
3438	YADIRA MARILIN	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
3439	Yemen Airways	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
3440	YPF Chile S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	FUEL SUPPLY CHILE	\$368,159.00	
3441	YPF S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	FUEL SUPPLY ARGENTINA	\$2,057.00	
3442	Yury Marcela Sánchez	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3443	ZARPECA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement QUITO	\$0.00	
3444	ZAVA S.R.L.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mensajería doméstica de documentos en Uruguay.	\$0.00	
3445	ZAYAS MORAZZANI & CO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
3446	ZED-MIBA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Membership Geneva	\$0.00	
3447	ZENZ TECHNOLOIES BV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SAP FEES (TRAVEL)	\$0.00	Reduced price 10%, and extend contract term 24 months.
3448	ZURICH VIDA CIA DE SEGUROS Y REASEGUROS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 180001088	\$0.00	
3449	ZURICH VIDA COMPANIA DE SEGUROS SA	TACA DE MÉXICO, S.A.	Insurance policy 12000-2915-4	\$0.00	

Exhibit E-1(A) to Notice of Filing of Plan Supplement

**Blackline of Schedule of Assumed Contracts (General Executory Contracts)
Against October 26 Version**

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1	118-17 LIBERTY AVE MGMT-81-01 37TH	LATIN LOGISTICS, LLC	LEASE AVX 276	\$0.00	
2	A LUGARES Y DESTINOS MAYO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3	A.P.K SA DE C.V	TACA INTERNATIONAL AIRLINES S.A.	Tratamiento químico chiller	\$0.00	
4	AA FLORIDA PALLETS INC	TAMPA CARGO S.A.S.	Suministro de Listones de madera para palletizaje MLC	\$0.00	
5	ABISAMBRA PINILLA ABOGADOS S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
6	ABISAMBRA PINILLA ABOGADOS S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services subscribed as of July 1st, 2019 and with an undefined term. (labor law)	\$0.00	
7	ABORDO VIAJES Y TURISMO S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
8	ABRAMS LLEWELLYN II LLC	LATIN LOGISTICS, LLC	LEASE AVX AG 104	\$0.00	
9	ABSA AEROLINHAS BRASILEIRAS S.A.	TAMPA CARGO S.A.S.	Line maintenance Agreement for VCP station. Date of agreement March 6th, 2006	\$0.00	
10	ABSEG SEGURIDAD Y AMBIENTE CIA LTDA	AVIANCA-ECUADOR S.A.	SERVICIO DE CONSULTORIA PARA MATRIZ REQUISITOS AMBIENTALES	\$0.00	
11	ABT2 SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
12	ABT2 SA DE CV	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
13	ABX AIR	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	WET LEASE AGREEMENT	\$0.00	Term of agreement
14	ACACYA DE R.L.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 311-DC-2017	\$0.00	
15	ACCELYA MIDDLE EAST FZE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PRA - Revenue accounting pasajeros	\$0.00	Waived 100% Pre-petition debt, and reduced price
16	ACCELYA MIDDLE EAST FZE	AVIANCA-ECUADOR S.A.	PRA - Revenue accounting pasajeros	\$0.00	Waived 100% Pre-petition debt, and reduced price
17	ACCELYA MIDDLE EAST FZE	TACA INTERNATIONAL AIRLINES S.A.	PRA/CRA - Revenue accounting pasajeros y carga	\$0.00	Waived 100% Pre-petition debt, and reduced price
18	ACCELYA MIDDLE EAST FZE	TAMPA CARGO S.A.S.	Rapid.	\$22,783.12	Reduced price
19	ACCELYA MIDDLE EAST FZE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SKYCHAIN APPLICATION SERVICE PROVISION AGREEMENT	\$31,103.88	Reduced price
20	ACCELYA UK LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CREDIT CARD PRESENTATION SERVICES AGREEMENT, 08 NOV 2004	\$0.00	
21	ACCELYA UK LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOFTWARE LICENSE - RAPID	\$0.00	Waived 100% Pre-petition debt, and reduced price
22	ACCELYA WORLD SLU	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.	Nuevo BPO Pasajeros	\$0.00	Reduced price
23	ACCELYA WORLD SLU	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	SALES AUDIT	\$0.00	Waived 100% Pre-petition debt, and reduced price
24	ACCELYA WORLD SLU	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	SALES AUDIT	\$0.00	Waived 100% Pre-petition debt, and reduced price
25	ACCENTURE LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Cargo License Database Stand Alone	\$0.00	
26	ACCENTURE PERÚ, S.R.L.; ACCENTURE LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	BPO Marketing Sow para manejo de canales digitales B2C y B2B	\$788,352.00	
27	ACCENTURE PERÚ, S.R.L.; ACCENTURE LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Digital MSA No. 269-DC-2017	\$0.00	
28	ACCENTURE PERÚ, S.R.L.; ACCENTURE LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Google Analytics sow licences (MSA - Word Order)	\$0.00	
29	ACCENTURE SOFTWARE	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	CONTRATO DE SERVICIO DE ACCENTURE SOFTWARE-AS-A- Sin numero de contrato	\$0.00	Payments & costs
30	ACCESRAIL AND PARTNER RAILWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	BITA Montreal	\$0.00	
31	ACCESRAIL AND PARTNER RAILWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Special prorated agreement Montreal	\$0.00	
32	ACCION SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE PERSONAL TEMPORAL	\$0.00	Reduced price 10%, and extend contract term 24 months.
33	ACCIONA AIRPORT AMERICA STA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA- ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A. TAMPA CARGO S.A.S.	GROUND HANDLING (DEICING - SCL)	\$0.00	
34	Acciona Airport Services SAU	AVIANCA HOLDINGS S.A.	Non-disclosure agreement	\$0.00	
35	ACCOR HOTELINVEST UK LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement LONDON	\$0.00	Reduced price 5%, and extended contract term 12 months.

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
36	ACEROS FORJADOS Y CIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE CAPACITACION Y ENTRENAMIENTO CADMIO	\$0.00	
37	ACL AIRSHOP LLC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	LEASE AGREEMENT	\$30,998.90	
38	ACM EXPRESS INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
39	ACTIVIDADES TURISTICAS RECREACIONAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL PEREIRA	\$0.00	
40	ACTIVIDADES TURISTICAS RECREACIONAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement Bogota	\$0.00	
41	ACTIVIDADES TURISTICAS RECREACIONAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement Pereira	\$0.00	
42	ACTIVOS S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	
43	ACTS AVIATION SECURITY INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad aeroportuaria Estado Unidos	\$237,380.86	Extended contract period 36 month
44	ADD ARCHIVO DIGITAL DE DOCUMENTOS SA	AVIANCA COSTA RICA S.A.	Servicio de custodia de medios magnéticos.	\$0.00	
45	ADDSYS TECNOLOGIAS INFORMATICAS LTD	AVIATECA, S.A.	Relojes Biométricos GUA	\$0.00	Reduced price 10%, and extend contract term 24 months.
46	ADEA ADMINISTRADORA DE ARCHIVOS S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Manejo y Custodia de Archivos en Argentina.	\$0.00	
47	ADECCO COLOMBIA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	
48	ADELA REYES	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Limpieza IAD	\$2,537.00	
49	ADMINISTRACION INTEGRAL DEL RIESGO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CERTIFICACIÓN CURSO ALTURAS	\$0.00	Reduced price 10%, and extend contract term 24 months.
50	ADOBE SYSTEMS SOFTWARE IRELAND	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Licencias Adobe.	\$0.00	Reduced price of contract
51	ADRIA AIRWAYS SLOVENSKI LETALSKI PR EVOZNIK DD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
52	Adrian Neuhauser	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
53	Adrian Neuhauser	AVIANCA HOLDINGS S.A.	Professional Services Master Agreement	\$0.00	Certain amendments to benefits and severance Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are made prior to the Deadline Date in a form satisfactory to the Counterparty, then the Counterparty will no longer have the ability to incur a Walkaway Resignation. If the initial grants are not made by the Deadline Date on terms that are satisfactory to the Counterparty, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will receive an increase in his severance amount from an amount equal to 12 months of annual target compensation (assuming that the bonus for the prior year was equal to 100% of base salary and assuming that such termination occurred on the last day of the applicable fiscal year) to an amount equal to 50 months of annual target compensation. If there is a termination without Cause or for Good Reason that occurs after the Deadline Date and not as a result of a Walkaway Resignation, then Counterparty will receive a severance amount equal to annual base salary plus a pro-rated annual bonus based on the greater of the immediately prior year's bonus or target bonus amount.
54	Adrian Neuhauser Berlin	AVIANCA HOLDINGS S.A.	Contrato de Trabajo a Termino Indefinido Con Salario Integral	\$0.00	
55	Adriana Cubaque	TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of July 1st, 2019 and with an undefined term. (labor law)	\$0.00	
56	Adriana Sánchez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
57	ADRIANUS MARTINUS JOHAN VERKERK	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
58	ADT US HOLDINGS INC	LATIN LOGISTICS, LLC	PROVISION OF SERVICES	\$0.00	
59	ADVANCE SECURITY S DE RL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad Aeroportuaria Honduras	\$0.00	Extended Contract 31 Oct 2021
60	AEGEAN AIRLINES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
61	AEGEAN AIRLINES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	ZED	\$0.00	
62	Aegean Airlines SA (Miles&Bonus)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
63	AER LINGUS LIMITED	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
64	AERIS HOLDING COSTA RICA S.A.	AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TAMPA CARGO S.A.S.	Airport Facilities and Lease Agreement SJU	\$0.00	
65	AERO CHARTER DE MEXICO SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	ASISTENCIA EN TIERRA IATA GDL	\$0.00	Payments , costs & service
66	AERO CHARTER DE MEXICO SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	ASISTENCIA EN TIERRA IATA MEX	\$0.00	Payments , costs & service
67	AERO CHARTER DE MEXICO SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	ASISTENCIA EN TIERRA IATA MID	\$0.00	Payments , costs & service

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
68	AERO CHARTER DE MEXICO SA DE CV	TAMPA CARGO S.A.S.	IATA STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE	\$0.00	
69	AERO CLUB DE GUATEMALA	AVIASERVICIOS, S.A.; AVIATECA, S.A.	GROUND FUEL SUPPLY GUA	\$0.00	
70	AERO TRANSPORTE DE CARGA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN CALIFORNIA, OREGON, WASHINGTON & ILLINOIS	\$0.00	
71	AERO TRANSPORTE DE CARGA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN MEXICO	\$0.00	
72	AERO TRANSPORTE DE CARGA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING AGREEMENT - SGHA	\$0.00	
73	AERO TRANSPORTE DE CARGA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	IATA STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE SGHA OPS LAX	\$0.00	
74	AERO TRANSPORTE DE CARGA	TAMPA CARGO S.A.S.	SERVICE AGREEMENT CHARTER	\$0.00	
75	AERO TRANSPORTE DE CARGA	TAMPA CARGO S.A.S.	SERVICE AGREEMENT WETLEASE	\$0.00	
76	AERO TRANSPORTE DE CARGA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
77	AEROALLIANCE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
78	AEROCLASS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
79	AEROCOMIDAS SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
80	AERODESPACHOS DE EL SALVADOR, S.A.	TAMPA CARGO S.A.S.	Ramp Services SAL	\$0.00	
81	AERODESPACHOS S.A.	TAMPA CARGO S.A.S.	Ramp Services GUA	\$0.00	
82	AEROGLOBAL SYSTEM LTD	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN SOUTH KOREA	\$0.00	
83	AEROJET HANDLING GROUP S.A.	TAMPA CARGO S.A.S.	Cargo Ramp Services GUA	\$0.00	
84	AEROLINEAS ARGENTINAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota station. Effective and valid from sept/13th/2010	\$0.00	
85	AEROLINEAS ARGENTINAS	TAMPA CARGO S.A.S.	IATA Standard Ground Handling Agreement (SGHA). Tampa Cargo provide Line maintenance services at Miami station. Effective and valid from Nov/10th/2019	\$0.00	
86	AEROLINEAS ARGENTINAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MIBA BUENOS AIRES	\$0.00	
87	AEROLINEAS ARGENTINAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner BUENOS AIRES	\$0.00	
88	AEROLINEAS ARGENTINAS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
89	AEROLINEAS ARGENTINAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Special prorate agreement BUENOS AIRES	\$0.00	
90	AEROLINEAS ARGENTINAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	ZED Airline Partner BUENOS AIRES	\$0.00	
91	AEROLÍNEAS ARGENTINAS S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA 2013- BOG	\$0.00	
92	AEROMÉXICO CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
93	AEROMUNDO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
94	Aeronautica Gestion, S.L	AVIANCA HOLDINGS S.A.	Non-disclosure agreement	\$0.00	
95	AERONAVE COMPANY PTE LTDA	TAMPA CARGO S.A.S.	NDA	\$0.00	
96	AEROPORTOS BRASIL - VIRACOPOS S.A.	TAMPA CARGO S.A.S.	Seguridad en Aeropuertos	\$0.00	
97	AEROPUERTO DE GUADALAJARA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Contrato de Arrendamiento del Hangar - GAP/SIAP/4971/GDL-419	\$0.00	
98	AEROPUERTO DE LA CIUDAD DE MEXICO	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Contrato Mercantil para la prestación de Servicios Aeroportuarios- 14047	\$0.00	
99	AEROPUERTO INTERCONTINENTAL DE QUERETARO	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Contrato Mercantil para la prestación de Servicios Aeroportuarios- NOV2017-54	\$0.00	
100	AEROPUERTO INTERNACIONAL DE LA CIUDAD DE MEXICO	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Contrato de Arrendamiento de la Plataforma - 440835	\$0.00	
101	AEROPUERTOS ARGENTINA 2000 S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
102	AEROPUERTOS DEL SURESTE	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Contrato Mercantil para la prestación de Servicios Aeroportuarios - ASUR-TNO-4795	\$0.00	
103	AEROPUERTOS DG SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
104	AEROPUERTOS DOMINICANOS SIGLO XXI, S.A., (AERODOM)	AVIANCA COSTA RICA S.A.	SERVICIO DE TELEFONIA FIJA	\$0.00	
105	AEROPUERTOS ECOLOGICOS DE GALAPAGOS	AVIANCA-ECUADOR S.A.	Alimentacion PAX galapagos	\$0.00	
106	AEROPUERTOS ECOLOGICOS DE GALAPAGOS	AVIANCA-ECUADOR S.A.	Lease Agreement GPS	\$0.00	
107	AEROPUERTOS ECOLOGICOS DE GALAPAGOS	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
108	AEROPUERTOS ESPAÑOLES Y NAVEG AEREA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING SERVICES	\$0.00	
109	AEROPUERTOS ESPAÑOLES Y NAVEG AEREA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Utilities MAD	\$0.00	
110	AERORENTAL LTDA	TAMPA CARGO S.A.S.	Alquiler de equipos elevación COL.	\$0.00	
111	AERORENTAL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Alquiler equipos de elevación COL.	\$0.00	
112	AEROREPUBLICA S.A - COMPANIA PANAMEÑA DE AVIACION SA - UNITED AIRLINES, INC.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	MULTILATERAL COORDINATION AGREEMENT	\$0.00	Amendment filed separately in Plan Supplement
113	AEROREPUBLICA S.A. Y COMPAÑIA PANAMEÑA DE AVIACIÓN S.A. UNITED AIRLINES, INC	AVIANCA HOLDINGS S.A.	AVH COMMITMENT LETTER GARANTY	\$0.00	Amendment filed separately in Plan Supplement
114	AEROREPÚBLICA S.A. Y COMPAÑIA PANAMEÑA DE AVIACIÓN S.A. UNITED AIRLINES, INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	JBA	\$0.00	Amendment filed separately in Plan Supplement
115	AEROSAN SAS	TAMPA CARGO S.A.S.	GSE Lease COL.	\$0.00	
116	AEROSMART SAS	TAMPA CARGO S.A.S.	Fumigación Aeronaves Colombia	\$0.00	Reduced price 10%, and extend contract term 24 months.
117	AEROSMART SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Limpieza Alfombras, revitalización de cueros	\$0.00	Reduced price 10%, and extend contract term 24 months.
118	AEROSPACE CARGO LOGISTICS SLU	TAMPA CARGO S.A.S.	Cargo Handling ZAZ	\$0.00	
119	AEROSPACE MAINTENANCE SUPPLIES &	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ENTRENAMIENTO DE SIMULADORES	\$0.00	
120	AEROTECH OPS, LLC	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	MAINTENANCE OF AIRCRAFT AND ENGINES-MANTENIMIENTO DE AERONAVES Y MOTORES(contrato sin numero)	\$0.00	
121	AEROTIQUETES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
122	AEROTRANSPORTES MAS DE CARGA SA DE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Line maintenance Agreement for MEX station. Date of agreement April 30th 2020	\$0.00	
123	AEROVIJAJES DEL CASANARE L	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
124	AEROVIAS DE MEXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	CODE SHARE MEXICO D.F.	\$0.00	
125	AEROVIAS DE MEXICO	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE MEXICO D.F.	\$0.00	
126	AEROVIAS DE MEXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota station. Efective and valid from Jul/5th/2010	\$0.00	
127	AEROVIAS DE MEXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
128	AEROVIAS DE MEXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
129	AEROVIAS DE MEXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Special prorate agreement MEXICO D.F.	\$0.00	
130	AEROVIAS DE MEXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	ZED MEXICO D.F.	\$0.00	
131	AEROVIAS DE MÉXICO S.A. DE C.V. AEROMEXICO SUCIRSAI COLOMBIA	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2013-BOG	\$0.00	
132	Aerovias de Mexico S.A. de C.V./PLM Premier, S.A.P.I de C.V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
133	AEROVIAS DEL CONTINENTE AMERICANO AVIANCA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) 178-DC-2018	\$0.00	
134	AEROVIAS DEL CONTINENTE AMERICANO AVIANCA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) 180-DC-201	\$0.00	
135	AEROVIAS DEL CONTINENTE AMERICANO AVIANCA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) 275-DC-2017	\$0.00	
136	AEROVIAS DEL CONTINENTE AMERICANO AVIANCA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) 49-DC-2018	\$0.00	
137	AEROVIAS DEL CONTINENTE AMERICANO AVIANCA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) 67-DC-2019	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
138	AEROVÍAS DEL CONTINENTE AMERICANO AVIANCA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) K195	\$0.00	
139	AEROVIP	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
140	AETNA LIFE INSURANCE COMPANY	C.R. INT L ENTERPRISES INC.	Insurance policy 102003774/1001	\$0.00	
141	AETNA LIFE INSURANCE COMPANY	AVIANCA, INC.	Insurance policy 102003774/1002	\$0.00	
142	AETNA LIFE INSURANCE COMPANY	TAMPA CARGO S.A.S.	Insurance policy 102003774-1003	\$0.00	
143	AETNA LIFE INSURANCE COMPANY	AMERICA CENTRAL CORP.	Insurance policy 102003774-1004	\$0.00	
144	AFFINI CONNECTING TECHNOLOGY	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Telefonia Fija	\$0.00	
145	AFIANZADORA G & T SA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 487423	\$0.00	
146	AFIANZADORA SOLIDARIA S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 131309	\$0.00	
147	AFILIAS LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Registro de dominio .avianca	\$0.00	
148	AGENCIA AFIANZADA DE ADUANA J.K.M.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Perú para Comex&Log AV	\$0.00	
149	AGENCIA AFIANZADA DE ADUANA J.K.M.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	STORAGE AND ADMINISTRATION	\$0.00	
150	AGENCIA DE ADUANAS AVIATUR S A NIVEL I	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mandate BOGOTA	\$0.00	
151	AGENCIA DE ADUANAS SIACO S.A. S NIVEL I	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 293-DC-2016	\$0.00	
152	AGENCIA DE ADUANAS SIACO SAS NIVEL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de agenciamiento aduanero	\$0.00	
153	AGENCIA DE ADUANAS SIACO SAS NIVEL	TAMPA CARGO S.A.S.	Servicio de agenciamiento aduanero	\$0.00	
154	AGENCIA DE VIAJES A FONDO VIAJES Y TURISMO S.A.S Y PODRA GIRAR TAMBIÉN COMO A FONDO VIAJES Y TURISMO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
155	AGENCIA DE VIAJES AVIALO L ALIANXA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
156	AGENCIA DE VIAJES AZ SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
157	AGENCIA DE VIAJES COLMUNDO CIA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
158	AGENCIA DE VIAJES COMFAMILIAR RISARALDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
159	AGENCIA DE VIAJES ENTRE FRONTERAS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
160	AGENCIA DE VIAJES GENESIS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
161	AGENCIA DE VIAJES HORIZONTES LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
162	AGENCIA DE VIAJES OPERADORA NORTE Y	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
163	AGENCIA DE VIAJES OPERADORA NORTE Y	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
164	AGENCIA DE VIAJES ROSA DE LOS VIENTOS S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
165	AGENCIA DE VIAJES RUMBOS LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
166	AGENCIA DE VIAJES RUMBOS LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
167	AGENCIA DE VIAJES Y TURISMO OTUR LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
168	AGENCIA DE VIAJES Y TURISMO OTUR LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
169	AGENCIA DE VIAJES Y TURISMO AVIATUR S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
170	AGENCIA DE VIAJES Y TURISMO AVOLAR LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
171	AGENCIA DE VIAJES Y TURISMO CAFAMAZ	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
172	AGENCIA DE VIAJES Y TURISMO CIELOS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
173	AGENCIA DE VIAJES Y TURISMO FALABELLA S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
174	AGENCIA DE VIAJES Y TURISMO GLOBAL BLUE REPRESENTACIONES S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
175	AGENCIA DE VIAJES Y TURISMO GOLD TO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
176	AGENCIA DE VIAJES Y TURISMO J N FLAMINGO LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
177	AGENCIA DE VIAJES Y TURISMO JUMBO L'ALIANXA S.A.S.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
178	AGENCIA DE VIAJES Y TURISMO MIRASOL TRAVEL S.A.S.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
179	AGENCIA DE VIAJES Y TURISMO NAIYU J	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
180	AGENCIA MONTERIA TOURS LT	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
181	AGENCIAS UNIVERSALES SA	AVIANCA COSTA RICA S.A.	Passanger services SCL	\$0.00	
182	AGN AVIATION SERVICES SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (RAMP MEX-CUN)	\$0.00	Waived 100% pre petition debt
183	AGRIGEN S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Sensores y software para control de temperaturas	\$0.00	
184	AGRIGEN S A S	TAMPA CARGO S.A.S.	Sensores y software para control de temperaturas	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
185	AGS AVIATION GROUND SERVICES N V	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	RAMP SERVICE AUA	\$0.00	
186	AGUA CRISTAL ACRISTAL CA	AVIANCA-ECUADOR S.A.	SUMINISTRO DE BOTELLAS DE AGUA	\$0.00	
187	Air Algerie	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
188	Air Baltic	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
189	AIR BALTIC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Special prorate agreement	\$0.00	
190	Air Botswana	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
191	AIR BRIDGE CARGO AIRLINES LLC.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
192	Air Caledonie	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
193	AIR CANADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE QUEBEC	\$0.00	
194	AIR CANADA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE QUEBEC	\$0.00	
195	AIR CANADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota an Cartagena stations. Effective and valid from Nov/1st/2017	\$0.00	
196	AIR CANADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MIBA QUEBEC	\$0.00	
197	AIR CANADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner QUEBEC	\$0.00	
198	AIR CANADA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
199	AIR CANADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Special prorate agreement QUEBEC	\$0.00	
200	AIR CANADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner QUEBEC	\$0.00	
201	AIR CANADA SUCURSAL COLOMBIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$2,461.76	
202	AIR CARGO PACK SAS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$10,382.73	
203	AIR CHINA CARGO CO. LTD	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
204	Air China Limited	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
205	AIR CHINA LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE BEIJING	\$0.00	
206	AIR CHINA LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner BEIJING	\$0.00	
207	AIR CHINA LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Special prorate agreement BEIJING	\$0.00	
208	Air Dolomiti	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
209	AIR EUROPA LINEAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for BCN y MAD station. Date of agreement May 5th, 2020	\$0.00	
210	AIR EUROPA LINEAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota station. Effective and valid from Jun/1st/2016	\$0.00	
211	AIR EUROPA LINEAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
212	AIR EUROPA LINEAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
213	AIR EUROPA LINEAS AEREAS SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
214	AIR EUROPA LINEAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	
215	AIR FRANCE INDUSTRIE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$7 958.28	
216	AIR GENERAL INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling IAH	\$0.00	Waive od PPD, no increase of rates for 1 year
217	Air India	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
218	AIR INDIA LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE MUMBAI	\$0.00	
219	AIR INDIA LTD	TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE MUMBAI	\$0.00	
220	AIR INDIA LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner MUMBAI	\$0.00	
221	AIR INDIA LTD	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
222	AIR INDIA LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement MUMBAI	\$0.00	
223	AIR LOGISTICS LIMITED	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN PEOPLE S REPUBLIC OF CHINA, MACAU, VIETNAM, THAILAND, PAKISTAN, AUSTRALIA, & NEW ZEALAND	\$0.00	
224	AIR LOGISTICS LIMITED	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	GENERAL CARGO SALES AGENCY AGREEMENT	\$0.00	
225	Air Moldova	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
226	Air Malta	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
227	AIR MALTA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
228	Air Mauritius	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
229	AIR MAURITIUS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
230	Air Namibia	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
231	Air New Zealand	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
232	Air New Zealand Limited	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
233	AIR NEW ZEALAND LIMITED	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
234	AIR NEW ZEALAND LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Auckland	\$0.00	
235	Air Niugini	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
236	Air Nostrum	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
237	AIR SERBIA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
238	Air Seychelles	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
239	AIR TAHITI	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
240	Air Wisconsin	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
241	AIRBUS AMERICAS CUSTOMER SERVICES I	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	FLYSMART SERVICE	\$125,864.59	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
242	AIRBUS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Aircraft Health Monitoring (Airman Web - Airbus) / REF AIRMAN-web agreement / Signature date MAR/14	\$161,164.00	
243	AIRBUS SAS	AVIANCA, INC.	Densification Project v2019 - A320/ Ref UP-2019-AV21855-CO3 / Signature Date 30/OCT/19	\$0.00	New scope according to 2021's project (price change due to the new scope)
244	AIRBUS SAS	AVIANCA, INC.	Densification Project v2019 - A321 / Ref. UP-2019-AV21856-CO3 / Signature Date 30/OCT/19	\$0.00	New scope according to 2021's project (price change due to the new scope)
245	AIRBUS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA, INC.	Frame agreement referenced CT 1805062 Date august 3, 2018 as amended by Amendment No 1 CT 2100233 to upgrade services frame agreement Ref CT1805062 dare February 2021	\$0.00	New scope according to 2021's Densification project
246	AIRCENTER SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento compresor CEO	\$0.00	
247	AIRCRAFT SERVICE INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTOPLANE SERVICE MCO	\$3,217.57	
248	AIRCRAFT SERVICE INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE MCO	\$0.00	
249	AIRCRAFT SERVICE INTERNATIONAL INC	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE SFO	\$0.00	
250	AIRCRAFT SERVICE INTERNATIONAL INC	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SUPPLY IAD	\$0.00	
251	AIRCRAFT SERVICE INTERNATIONAL INC	TACA INTERNATIONAL AIRLINES S.A.	M&O SERVICES SFO	\$0.00	
252	AIRLINE MARKETING AUSTRALIA PTY LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$0.00	
253	AIRLINE SERVICES AND LOGISTICS LIMI	TAMPA CARGO S.A.S.	Cargo Handling SCL	\$0.00	
254	AIRLINE SERVICES INTERNATIONAL INC	AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN CANADA	\$0.00	
255	AIRLINE SERVICES INTERNATIONAL INC	TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN INDIA	\$0.00	
256	AIRLINE SUPPORT SERVICES OF EL SALVADOR S.A. DE C.V.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Wheelchair services SAL	\$0.00	
257	AIRLINE TARIFF PUBLISHING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Publicación de tarifas	\$0.00	
258	AIRLINE TRAINING & LEASING CORP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE CONTRATACION PILOTOS CONTINGENCIA	\$0.00	
259	AIRLINES CLEARING HOUSE INC.	AVIANCA COSTA RICA S.A.	Agreement Relating to the Settlement of Interline Accounts through Airlines Clearing House Inc. as amended to date	\$0.00	
260	AIRLINES CLEARING HOUSE INC.	AVIANCA COSTA RICA S.A.	Operating Agreement Relating to Operation of ACH as amended to date including as in Amendment to Ammendatory Agreement Among Certain Air Carriers Relating to Operation of Airlines Clearing House Inc.	\$0.00	
261	AIRLINES CLEARING HOUSE INC.	AVIANCA COSTA RICA S.A.	Agreement Establishing Associate Membership in the Airlines Clearing House Inc. for the Settlement of Interline Accounts. as amended to date	\$0.00	
262	AIRLINES CLEARING HOUSE INC.	TACA INTERNATIONAL AIRLINES S.A.	Agreement Establishing Associate Membership in the Airlines Clearing House Inc. for the Settlement of Interline Accounts, as amended to date	\$0.00	
263	AIRLINES CLEARING HOUSE INC.	TACA INTERNATIONAL AIRLINES S.A.	ACH Settlement Agreement - Associate Member/Airline-Related Participant Confirmation	\$0.00	
264	AIRLINES CLEARING HOUSE INC.	TAMPA CARGO S.A.S.	ACH Settlement Agreement - Associate Member/Airline-Related Participant Confirmation	\$0.00	
265	AIRLINES CLEARING HOUSE INC.	TAMPA CARGO S.A.S.	Agreement Establishing Associate Membership in the Airlines Clearing House Inc. for the Settlement of Interline Accounts. as amended to date	\$0.00	
266	AIRLINES REPORTING CORPORATION ARC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
267	AIRNGURU SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Servicio de Inteligencia de precios	\$0.00	
268	AIRPLANE SOLUTIONS SL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Integración de tarifas con metabuscadores	\$0.00	
269	AIRPORT CHANNEL CORPORATION S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Food for pax compensation	\$0.00	
270	AIRPORT TERMINAL MANAGEMENT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Wheelchairs Services LAX	\$339,160.00	Payment terms
271	AIRWAY CLEANERS LLC	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Limpieza EWR	\$8,173.63	
272	ALARMAS DE GUATEMALA SOCIEDAD ANONIMA	TACA INTERNATIONAL AIRLINES S.A.	Transporte de valores Guatemala	\$996.62	Reduced price 5% and extended contrrats 12 months
273	ALASKA AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
274	ALASKA AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
275	ALBERTO BONILLA LEYVA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
276	ALBERTO CADAVID R & CIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUPLIER K199	\$0.00	
277	Alberto Jubiz & Abogados Asociados S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
278	ALCAGUETE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Snacks	\$0.00	
279	ALCANCES MEDICOS SOCIEDAD ANONIMA	AVIATECA, S.A.	Recoleccion de residuos GUA -	\$0.00	
280	ALDA MARINA VARGAS RENGIFO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO ALIMENTACION PARA TRIPULACIONAL Y COMPENSACION PAX	\$0.00	
281	Aldana Argüelles & Pacheco Salinas	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Servicios Legales	\$0.00	
282	ALEMAN CORDERO GALINDO Y LEE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
283	ALERCE COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOFTWARE LICENCE K163	\$0.00	
284	ALERCE INFORMATICA APLICADA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOFTWARE LICENCE K22	\$0.00	
285	ALESTUR LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
286	ALEX FERNANDO MANCILLA DEL AGUILA	TACA INTERNATIONAL AIRLINES S.A.	Recoleccion residuos ordinarios GUA	\$0.00	
287	ALFARO, FERRER & RAMIREZ - PTY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA HOLDINGS S.A.	Legal Services to Avianca Holdings and Avianca S.A.	\$3,867.61	
288	ALFREDO BENNO KAPLAN KATZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
289	ALIANZA COMPANIA DE SEGUROS Y REASE	AVIANCA-ECUADOR S.A.	Insurance policy 53076679	\$0.00	
290	ALIANZA FIDUCIARIA SA FIDEICOMISOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Accommodation Agreement BARRANQUILLA	\$457.82	
291	ALIANZA FIDUCIARIA SA FIDEICOMISOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Accommodation Agreement BOGOTA	\$4,000.00	
292	ALIANZA FIDUCIARIA SA FIDEICOMISOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Accommodation Agreement BOGOTÁ	\$112.00	
293	ALIMENTOS DG SAS	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION PAX	\$0.00	
294	ALIMENTOS DG SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
295	ALIMENTOS DG SAS	AVIANCA COSTA RICA S.A.	SERVICIO DE COMPENSACION PAX	\$0.00	
296	ALIMENTOS DG SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE COMPENSACION PAX	\$0.00	
297	ALITALIA COMPAGNIA AEREA ITALIANA S PA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
298	ALITALIA COMPAGNIA AEREA ITALIANA S PA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
299	ALITALIA COMPAGNIA AEREA ITALIANA S PA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
300	ALITALIA COMPAGNIA AEREA ITALIANA S PA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
301	ALL CARGO COLD OR DRY INC	TAMPA CARGO S.A.S.	Transporte terrestre de carga requerida para QT dentro de MIA - US	\$0.00	Reduced price 5%, and extended contract term 12 months.
302	All India Travel Services	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$0.00	
303	All Nippon Airways (ANA mileage Club)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
304	ALL PLAST S A S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento de casetas de trabajo posiciones remotas	\$0.00	Reduced price 10%, and extend contract term 24 months.
305	ALL REPS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
306	ALLEGIAN AIR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
307	ALLIANCE AVIATION INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Servicio de simuladores	\$0.00	
308	ALLIANCE GROUND INTERNATIONAL LLC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AGREEMENT SGHA	\$55,357.11	
309	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22526207	\$0.00	
310	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22537537	\$0.00	
311	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22537623	\$0.00	
312	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22537623	\$0.00	
313	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22537962	\$0.00	
314	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22538096	\$0.00	
315	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22538200	\$0.00	
316	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22538455	\$0.00	
317	ALLIANZ SEGUROS DE VIDA SA	TAMPA CARGO S.A.S.	Insurance policy 22538463	\$0.00	
318	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22538509	\$0.00	
319	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22552167	\$0.00	
320	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22552167	\$0.00	
321	ALLIANZ SEGUROS DE VIDA SA	TAMPA CARGO S.A.S.	Insurance policy 22552383	\$0.00	
322	ALLIANZ SEGUROS DE VIDA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22669949	\$0.00	
323	ALLIANZ SEGUROS DE VIDA SA	TAMPA CARGO S.A.S.	Insurance policy 22770724	\$0.00	
324	ALLIANZ SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 22594737	\$0.00	
325	ALLIED AIR CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
326	ALLIED AVIATION SERVICES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE DFW	\$0.00	
327	ALLIED AVIATION SERVICES	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE IAD	\$0.00	
328	ALLIED AVIATION SERVICES	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE IAD	\$20,165.00	
329	ALLRESTO FLUGHAFEN MUNCHEN HOTEL &	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PAX FEEDING COMPENSATION SERVICE	\$0.00	
330	ALMACENES EXITO S A	LATIN AIRWAYS CORP.	Shareholders Agreement	\$0.00	
331	ALMACENES JUAN ELJURI CIA. LTDA.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 111 de-2019	\$3,059.66	
332	ALMUNDO.COM SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
333	ALOFT LAX	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE AGREEMENT	\$16,828.75	Rate increase \$115.00 rate plus tax per room to \$119.00
334	ALOHA AIR CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
335	Alonso Haro	AVIANCA HOLDINGS S.A.	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
336	ALPHA BROKERS CORPORATION	TAMPA CARGO S.A.S.	Agenciamiento de aduanas de carga aeronautica y no aeronautica necesarios en USA para Comex&Log AV	\$0.00	
337	ALSTATE MAINTENANCE LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Interline Baggage JFK	\$37,250.34	
338	ALTA DIRECCION, S.A DE C.V.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE COACHING	\$0.00	
339	ALVAREZ LIEVANO LASERNA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services no. 150-DC-2019, subscribed as of november 1st. 2019 until october 31st, 2021. (labor law)	\$0.00	
340	ALVARO DE JESUS LLAMAS CAMARGO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of july 1st. 2019 with an undefined term. (labor law)	\$0.00	
341	ALVARO VELEZ Y COMPANIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
342	AMADEUS IT GROUP SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	GDS	\$0.00	Reduced price
343	AMADEUS IT GROUP SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IT Services Agreement dated November 01, 2010, solely as to obligations that survived terminated agreement dated 08 October 2021	\$0.00	
344	AMATE TRAVEL SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
345	AMAZONAS TURISMO ECOLOGICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
346	AMBAR SERVICIOS AUXILIARES DE TRANSP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
347	AMCECUADOR CIA LTDA	AVIANCA-ECUADOR S.A.	Suministro de Plástico paletizaje	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
348	AMERICA CENTRAL (CANADÁ) CORP.; AMERICA CENTRAL CORP.; AVIANCA COSTA RICA S.A.; AVIANCA ECUADOR S.A.; AVIANCA GUATEMALA S.A.; AVIANCA INC.; AVIANCA PERÚ S.A.; AVIASERVICIOS, S.A.; GRUPO TACA CHILE S.A.; GRUPO TACA DE PANAMA S.A.; ISLEÑA DE INVERSIONES S.A. DE C.V.; LATIN LOGISTICS; NICARAGUENSE DE AVIACION, S.A.; REGIONAL EXPRESS AMERICAS S.A.S.; SERVICIO TERRESTRE, AEREO Y RAMPA S.A. COSTA RICA; TACA COSTA RICA S.A.; TACA DE HONDURAS, S.A.; TACA DE MEXICO, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.; TECHNICAL TRAINING SERVICE, S.A. DE C.V.; VU MARSAT S.A. - COSTA RICA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	Ampliacion
349	AMERICAN AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
350	American Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
351	AMERICAN AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
352	AMERICAN AIRLINES GROUP INC.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
353	AMERICAN AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA) Amendment. Avianca provide Line maintenance services at Pereira and Cartagena station. Effective and valid from Dec/3rd/2018	\$0.00	
354	AMERICAN AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Barranquilla, Cali, Medellin stations. Effective and valid from jun/4th/2015	\$0.00	
355	AMERICAN EXPRESS ARGENTINA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AIRLINE CARD SERVICE AGREEMENT, 08 OCT 2013	\$0.00	
356	AMERICAN EXPRESS TVL RELATED SVCS C	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AMERICA CENTRAL CORP.; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	AIRLINE CARD SERVICE AGREEMENT, 08 OCT 2013	\$0.00	
357	AMERICAN SOUTHERN-PREFERRED AVIATION UNDERWRITERS	TAMPA CARGO S.A.S.	Insurance policy BA 900970	\$0.00	
358	AMERICAN SOUTHERN-PREFERRED AVIATION UNDERWRITERS	AVIANCA, INC.	Insurance policy BA 900971	\$0.00	
359	AMERJET INTERNATIONAL, INC.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
360	AMS SERVICIOS AERONAUTICOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for EZE station. Date of agreement May 15th, 2011	\$0.00	
361	AMS SERVICIOS AERONAUTICOS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Line maintenance Agreement for EZE station. Date of agreement May 15th, 2011	\$0.00	
362	AMS SERVICIOS AERONAUTICOS	TAMPA CARGO S.A.S.	Line maintenance Agreement for EZE station. Date of agreement May 15th, 2011	\$0.00	
363	Ana Maria Copete	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
364	ANAC AGENCIA NACIONAL DE AVIACION CIVIL SUPERINTENDENCIA DE SEGURANCA	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
365	ANDES TOURS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
366	ANDIASISTENCIA COMPANIA DE ASISTENC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	Reduced price 5%, and extended contract term 12 months.
367	ANDINA TOUR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
368	ANDINO EXPRESS SL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement	\$0.00	
369	ANIF - Asociación Nacional de Instituciones Financieras	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Sponsorship contract	\$0.00	
370	Anko van der Werff	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
371	ANTONIO DOUGLAS LARDIZABAL GUILBERT	TACA DE HONDURAS, S.A. DE C.V.	Radios	\$0.00	
372	ANUVU OPERATIONS LLC AND GLOBAL EAGLE ENTERTAINMENT SPAIN, S.L.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	IFE- SERVICE AGREEMENT NO. 11305134	\$405,002.00	Waived 75% pre petition debt, payment terms, updated rates and extended contract for 12 months

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
373	AON RISK SERVICES COLOMBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.); SERVICIO TERRESTRE, AEREO Y RAMPA S.A.; TACA DE HONDURAS, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 334-DC-2017	\$0.00	
374	AON RISK SERVICES INC OF FLORIDA	TAMPA CARGO S.A.S.	Insurance policy 19C001CPM	\$0.00	
375	AON RISK SERVICES INC OF FLORIDA	TAMPA CARGO S.A.S.	Insurance policy 19C001CZQ	\$0.00	
376	AON RISK SERVICES INC OF FLORIDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 19C001D4R	\$0.00	
377	AON RISK SERVICES INC OF FLORIDA	TAMPA CARGO S.A.S.	Insurance policy 19C001GJP	\$0.00	
378	AON RISK SERVICES INC OF FLORIDA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 19C001K81	\$0.00	
379	AON RISK SERVICES INC OF FLORIDA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 19C001K84	\$0.00	
380	AON RISK SERVICES INC OF FLORIDA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 19C001K86	\$0.00	
381	AON RISK SERVICES INC OF FLORIDA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 19C001K89	\$0.00	
382	AON RISK SERVICES INC OF FLORIDA	TAMPA CARGO S.A.S.	Insurance policy 19C001K8D	\$0.00	
383	AON RISK SERVICES INC OF FLORIDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 19C001LM1	\$0.00	
384	AON RISK SERVICES INC OF FLORIDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 19C001NIQ	\$0.00	
385	AON RISK SERVICES INC OF FLORIDA	AVIANCA COSTA RICA S.A.	Insurance policy 20C0000IF	\$0.00	
386	AON RISK SERVICES INC OF FLORIDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 20C00014Y	\$0.00	
387	AON RISK SERVICES INC OF FLORIDA	AVIANCA COSTA RICA S.A.	Insurance policy 20C000155	\$0.00	
388	AON RISK SERVICES INC OF FLORIDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 20C00077H	\$0.00	
389	AON RISK SERVICES INC OF FLORIDA	AVIANCA-ECUADOR, S.A.	Insurance policy 20C00077K	\$0.00	
390	AON RISK SERVICES INC OF FLORIDA	AVIANCA COSTA RICA S.A.	Insurance policy 20C00077L	\$0.00	
391	AON RISK SERVICES INC OF FLORIDA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 7721656	\$0.00	
392	AON RISK SERVICES INC OF FLORIDA	AVIANCA-ECUADOR, S.A.	Insurance policy 7721664	\$0.00	
393	APG Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
394	APG AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
395	APICE INGENIERIA Y SOLUCIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Grabación llamadas del SOC	\$0.00	
396	APICOM SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TAMPA CARGO S.A.S.	Puntos de Red	\$0.00	
397	AQP EXPRESS CARGO SAC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
398	AR HOTELES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement BOGOTA	\$0.00	
399	ARANA BRANDO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
400	ARANA BRANDO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
401	ARAUJO IBARRA CONSULTORES INTERNACI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of April 24st, 2017 with an undefined term.	\$0.00	
402	ARCA CONTINENTAL SAB DE CV	AVIANCA-ECUADOR S.A.	Suministro de bebidas gaseosas y agua	\$0.00	
403	ARCH INSURANCE COMPANY	AVIANCA, INC.	PROVISION OF SERVICES 7100000550	\$0.00	
404	ARCH INSURANCE COMPANY	AMERICA CENTRAL CORP.	PROVISION OF SERVICES 7100000789	\$0.00	
405	ARCOS DORADOS COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
406	ARCOS DORADOS COLOMBIA SAS	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
407	ARCOS DORADOS COLOMBIA SAS	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
408	ARCOS DORADOS COLOMBIA SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
409	ARCOS DORADOS COLOMBIA SAS (MCDONALDS)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	On board services (Food and beverages)	\$655.58	
410	AREAS COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE ALIMENTACION COMPENSACION PAX	\$0.00	
411	AREAS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE DESAYUNO PASAJEROS	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
412	AREAS SA CHILE LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE DESAYUNO PASAJEROS	\$0.00	
413	ARES SECURITY LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Pruebas de seguridad Colombia	\$4,316.60	Reduced price 10%, and extend contract term 24 months.
414	ARG LLC	TAMPA CARGO S.A.S.	NDA	\$0.00	
415	ARINC INCORPORATED	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	COMMUNICATION FOR AIRCRAFT- COMUNICACIÓN TIERRA AIRE PARA LAS AERONAVES	\$217.64	
416	ARINC INCORPORATED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Mensajería tipo B	\$0.00	Reduced price
417	ARINC INCORPORATED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Mensajería tipo B	\$0.00	Reduced price
418	ARINC INCORPORATED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Mensajería tipo B	\$0.00	Reduced price
419	ARINC INCORPORATED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Mensajería tipo B	\$2,667.74	Reduced price
420	ARINC INCORPORATED	AVIANCA COSTA RICA S.A.	Servicio de Mensajería tipo B	\$52,220.39	Reduced price
421	ARINC INCORPORATED	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Mensajería tipo B	\$0.00	Reduced price
422	ARINC INCORPORATED	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Mensajería tipo B	\$0.00	Reduced price
423	ARINC SISTEMAS AEROPORTUARIOS DE CO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de cute	\$175,274.95	
424	ARINC SISTEMAS AEROPORTUARIOS DE CO	AVIANCA COSTA RICA S.A.	Servicio de cute	\$0.00	
425	Arkia	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
426	AROLITORAL S.A. DE C.V. DBA AEROMEXICO CONNECT.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA ANEXO B - LUGARES, SERVICIOS CONTRATADOS Y TARIFAS DE ENERO DE 2004-RNG	\$0.00	
427	ARUBA BANK N.V	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MERCHANT AGREEMENT, 15 FEB 2013	\$0.00	
428	ASCENSORES SCHINDLER DEL COLOMBIA S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento Ascensor Sala VIP CLO	\$0.00	Reduced price 10%, and extend contract term 24 months.
429	ASEGURADORA PARAGUAYA S.A.E.C.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 1514002802	\$0.00	
430	ASEGURADORA PARAGUAYA S.A.E.C.A.	TAMPA CARGO S.A.S.	Insurance policy 1514002873	\$0.00	
431	ASEGURADORA SUIZA SALVADOREÑA, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 1125594	\$0.00	
432	ASESORIA Y PROYECTOS EN SALUD SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Análisis de puestos de trabajos	\$0.00	
433	ASESORIAS E INVERSIONES GLOBAL CONT	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
434	ASESORIAS EN COMERCIO EXTERIOR Y ADUANAS HECTOR BRAVO ARANCIBIA E.I.R.L	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Chile para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
435	ASIANA AIRLINES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE SEOUL	\$0.00	
436	ASIANA AIRLINES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
437	ASIANA AIRLINES INC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
438	ASIANA AIRLINES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
439	ASIANA AIRLINES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
440	Asiana Airlines Inc (Asiana Club)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A. TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
441	ASIRU SOCIEDAD ANONIMA DE CAPITAL V	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Baggage handling CUN	\$0.00	Reduced price 10%, and extend contract term 24 months.
442	ASOCIACION BANCARIA Y DE ENTIDADES FINANCIERAS DE COLOMBIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO No. 10705149 DE AFILIACION A LA CENTRAL DE INFORMACION FINANCIERA, 24 JUL 2003	\$0.00	
443	ASOCIACION COLOMBIANA DE AVIADORES CIVILES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO 001-2020 Fecha de firma 27 de octubre de 2020	\$0.00	
444	ASOCIACION COLOMBIANA DE AVIADORES CIVILES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONVENCION COLECTIVA DE TRABAJO ACDAC 2009-2013 Fecha de firma 08 de abril de 2009	\$0.00	
445	ASOCIACION COLOMBIANA DE AVIADORES CIVILES	TAMPA CARGO S.A.S.	CONVENCION COLECTIVA DE TRABAJO ACDAC- TAMPA 2017-2019 Fecha de firma 28 de julio de 2017	\$0.00	
446	ASOCIACION COLOMBIANA DE AVIADORES CIVILES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LAUDO ARBITRAL AVIANCA ACDAC fecha 11 de diciembre de 2017	\$0.00	
447	ASOCIACION COLOMBIANA DE AVIADORES CIVILES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO Fecha de firma 25 de noviembre de 2021	\$2,500,000.00	Immediate cure payment of \$2,500,000 and agreement to pay additional future amounts are in satisfaction of claims 1701 and 1715. ACDAC has agreed to withdraw claims 1708 and 1712.
448	ASOCIACION COLOMBIANA DE EDITORES D	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Autor's royalties	\$0.00	
449	ASOCIACION COLOMBIANA DE INTERPRETE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Autor's royalties	\$0.00	
450	ASOCIACION COLOMBIANA DE MECANICOS DE AVIACION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONVENCIÓN COLECTIVA ACMA 1994 - 1996 fecha de firma 1 de diciembre de 1994	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
451	ASOCIACION COSTARRICENSE DE LA INDU	AVIANCA COSTA RICA S.A.	Author's royalties	\$0.00	
452	ASOCIACION COSTARRICENSE DE LA INDU	AVIANCA COSTA RICA S.A.	MUSIC COPYRIGHT	\$0.00	
453	ASOCIACION DE ANUNCIANTES DE COLOMBIA - ANDACOL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suscripcion anual ANDA	\$0.00	
454	ASOCIACION DE COMPOSITORES Y AUTORE	AVIANCA COSTA RICA S.A.	MUSIC COPYRIGHT	\$0.00	
455	ASOCIACION DE EMPRESAS TRANSPORTE A	TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
456	ASOCIACION DE LINEAS AEREAS (ALA)	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
457	ASOCIACION DE LINEAS AEREAS INTERNACIONALES (ALAICO)	TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
458	ASOCIACION DE MALETEROS UNIDOS (skycap)	AVIANCA COSTA RICA S.A.	Baggage handling SJO	\$0.00	Reducing price 10%, and extend contract term 24 months.
459	ASOCIACION DE PILOTOS DE AVIANCA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO TEMPORAL SUSCRITO ENTRE AVIANCA S.A. Y LA ASOCIACION DE PILOTOS DE AVIANCA - ADPA COMO CONSECUENCIA DEL COVID-19 Fecha de firma 23-11-2020	\$0.00	
460	ASOCIACION DE TRABAJADORES DE TAMPA	TAMPA CARGO S.A.S.	CONVENCION COLECTIVA ASOTRATAMPA 2018 - 2021 fecha de firma 8 de agosto de 2018	\$0.00	
461	ASOCIACION MUSEO DE LOS N	TACA INTERNATIONAL AIRLINES S.A.	SPONSORSHIP	\$0.00	
462	ASOCIACION NACIONAL DE EMPRESARIOS DE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
463	ASOCIACION PARA EL DESARROLLO ECONO	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Lease Agreement GUA	\$0.00	
464	ASOCIACION PARA LA PROTECCION DE LO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MUSIC COPYRIGHT	\$0.00	
465	ASOCIACION SALVADOREÑA DE PRODUCTORES DE FONOGRAMAS Y AFINES	TACA INTERNATIONAL AIRLINES S.A.	Author's royalties	\$0.00	
466	ASOCIACION SOLIDARISTA TRABAJADORES	AVIATECA, S.A.	Food for pax compensation	\$0.00	Reduced price 10%, and extend contract term 24 months.
467	ASOCIACION SOLIDARISTA TRABAJADORES	AVIATECA, S.A.	Servicio de alimentación a colaboradores	\$0.00	Reduced price 10%, and extend contract term 24 months.
468	ASOCIACION SOLIDARISTA TRABAJADORES	AVIATECA, S.A.	Servicio de alimentación a colaboradores	\$0.00	Reduced price 10%, and extend contract term 24 months.
469	ASOCIACION SOLIDARISTA TRABAJADORES	AVIASERVICIOS, S.A.	Servicio de alimentación a Pasajeros	\$0.00	Reduced price 10%, and extend contract term 24 months.
470	ASOCIACION SOLIDARISTA TRABAJADORES	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE ALIMENTACION COMPENSACION PAX	\$0.00	Reduced price 10%, and extend contract term 24 months.
471	ASSA COMPAÑIA DE SEGUROS	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Insurance policy 03B66813	\$0.00	
472	ASSA COMPAÑIA DE SEGUROS HONDURAS S	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Insurance policy 15B581	\$0.00	
473	ASSA COMPAÑIA DE SEGUROS S.A.	AVIANCA COSTA RICA S.A.	PROVISION OF SERVICES 7100000677	\$0.00	
474	ASSA COMPAÑIA DE SEGUROS S.A.	SERVICIO TERRESTRE, AEREO Y RAMP A S.A.	PROVISION OF SERVICES 7100000690	\$0.00	
475	ASSA COMPAÑIA DE SEGUROS S.A.	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 7100000693	\$0.00	
476	ASSA COMPAÑIA DE SEGUROS S.A.	NICARAGUENSE DE AVIACION, SOCIEDAD ANÓNIMA (NICA, S.A.)	Insurance policy 03B8498	\$0.00	
477	ASSA COMPAÑIA DE SEGUROS SA	NICARAGUENSE DE AVIACION, SOCIEDAD ANÓNIMA (NICA, S.A.)	PROVISION OF SERVICES 7100000572	\$0.00	
478	ASSA COMPAÑIA SE SEGUROS	AVIANCA COSTA RICA S.A.	Insurance policy 03B66809	\$0.00	
479	ASTRO TOUR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
480	AT T COMUNICACIONES DIGITALES S DE	TACA DE MÉXICO, S.A.	Moviles	\$0.00	Reduced price of contract
481	ATLANTIS DAZA VIAJES Y TU	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
482	ATLAS AIR	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
483	ATRAPALO COLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
484	ATTON VITACURA SPA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement SANTIAGO DE CHILE	\$0.00	Reduced price 5%, and extended contract term 12 months.
485	ATXK CONSTRUCCION DE INTERIORES SUC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Obra Civil Colombia	\$0.00	
486	AUDITORIA EMPRESARIAL MOSQUERA VEGA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Auditoria de Estados Financieros 30.09.2019	\$0.00	
487	AUDITORIA EMPRESARIAL MOSQUERA VEGA	AVIANCA COSTA RICA S.A.	Auditoria de Estados Financieros 30.09.2019	\$0.00	
488	AUDITORIA EMPRESARIAL MOSQUERA VEGA	TACA INTERNATIONAL AIRLINES S.A.	Auditoria de Estados Financieros 30.09.2019	\$0.00	
489	AUDITORIA EMPRESARIAL MOSQUERA VEGA	TAMPA CARGO S.A.S.	Auditoria de Estados Financieros 30.09.2019	\$0.00	
490	AUREN SOCIEDAD CIVIL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 06.02.2020	\$0.00	
491	AUREN SOCIEDAD CIVIL	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 06.02.2020	\$0.00	
492	Austral Líneas Aéreas(Cielos del Sur)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
493	AUSTRIAN AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
494	AUSTRIAN AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
495	Austrian Airlines AG	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
496	AUTOCONSA SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Recolección de residuos SAL	\$0.00	
497	AUTOSNACK S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Food for employees	\$0.00	Reduced price 10%, and extend contract term 24 months.
498	AVALUOS VALUADORES VALUACION E INMO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE AVALUO TERRENOS	\$0.00	
499	AVIA MARKETING LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
500	AVIAJAR MAYOREO LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representation Agreement	\$0.00	
501	AVIAM LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	RAMP SERVICE SDQ	\$0.00	
502	Avianca-CAE Flight Training El Salvador S.A de C.V.	TACA INTERNATIONAL AIRLINES S.A.	Asset Purchase Agreement	\$0.00	
503	AVIAPARTNER HANDLING SPA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$620.78	
504	AVIAREPS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GENERAL SALES AGENCY AGREEMENT	\$0.00	
505	AVIAREPS AIRLINE MANAGEMENT GM	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$1,790.00	
506	AVIATION INDUSTRY CONSULTANTS LLC	AMERICA CENTRAL CORP.	PROVISION OF SERVICES	\$59,050.00	
507	AVIATION SECURITY WORLDWIDE NV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad Aeroportaria Aruba	\$26,788.00	
508	AVIATION SERVICES POLSKA SP.Z O.O	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN POLAND, ROMANIA, BULGARIA, SERBA, MACEDONIA, ALBANIA & KOSOVO	\$0.00	
509	AVICOLA LA ESTRELLA S.A	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE ALIMENTACION COMPENSACION PAX	\$0.00	
510	AVIOR AIRLINES COLOMBIA C.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA ANEXO B - LUGARES, SERVICIOS CONTRATADOS Y TARIFAS DE ENERO DE 2008 BOG-RNG-CLO	\$0.00	
511	AVIOVISION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Base de datos navegación ATR	\$0.00	
512	AVIOVISION	AVIANCA INC.	Base de datos navegación ATR	\$0.00	
513	AVOLAR VIAJES Y TURISMO L	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
514	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047070	\$0.00	
515	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047071	\$0.00	
516	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047072	\$0.00	
517	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047073	\$0.00	
518	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047074	\$0.00	
519	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047075	\$0.00	
520	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047077	\$0.00	
521	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047078	\$0.00	
522	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047079	\$0.00	
523	AXA COLPATRIA SEGUROS S.A	TAMPA CARGO S.A.S.	Insurance policy 8001047081	\$0.00	
524	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047082	\$0.00	
525	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047083	\$0.00	
526	AXA COLPATRIA SEGUROS S.A	REGIONAL EXPRESS AMÉRICAS S.A.S.	Insurance policy 8001047084	\$0.00	
527	AXA COLPATRIA SEGUROS S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 8001047085	\$0.00	
528	AXESNET SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Oferta comercial deprecia 24.10.2020	\$0.00	
529	AXESNET SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Oferta comercial deprecia 24.10.2020	\$0.00	
530	AXESNET SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Oferta comercial deprecia 24.10.2020	\$0.00	
531	AXESOR CONOCER PARA DECIDIR SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Bolsa informes internacionales online, para cartera y riesgo	\$0.00	
532	AXESOR CREDIT RISK INTELLIGENCE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Analizar y calcular indicadores de riesgo de crédito de la cartera, acceso a través de la plataforma Cloud Axesor@360	\$0.00	
533	AXESOR CREDIT RISK INTELLIGENCE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de consultoría e implementación	\$0.00	
534	Azerbaijan Airlines	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
535	AZUL LINHAS AERÉAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
536	Azul Linhas Aereas Brasileiras	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
537	AZUL LINHAS AEREAS BRASILERAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
538	AZUL LINHAS AEREAS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	CODE SHARE SAO PAULO	\$0.00	
539	B B NEGOCIOS Y TURISMO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
540	BAC INTERNATIONAL BANK (PANAMA) INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	CONVENIO REGIONAL DE AVIANCA-GRUPO BAC CREDOMATIC PARA EL PROCESAMIENTO DE TRANSACCIONES DE TARJETAS EN COMERCIOS AFILIADOS, 10 JUN 2015	\$0.00	
541	BACER SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.; TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	PROVISION OF SERVICES 312-DC-2017	\$0.00	
542	BANCO AGRICOLA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
543	BANCO AGROMERCANTIL DE GUATEMALA, S.A.	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
544	BANCO BOLIVARIANO C.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIC-01-2021 (Automatic yearly renewal)	\$0.00	
545	BANCO CITIBANK DE EL SALVADOR	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE AFILIACION, 16 AUG 2011	\$0.00	
546	BANCO CUSCATLAN DE EL SALVADOR SA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE ISSUANCE OF COBRANDED CREDIT AND/OR DEBIT CARDS	\$0.00	
547	BANCO CUSCATLAN DE EL SALVADOR SA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
548	BANCO DAVIVIENDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ANEXO DE ADQUIRENCIAS (NOVEDADES Y COMISIONES), 18 JUL 2017	\$0.00	
549	BANCO DAVIVIENDA SALVADORENO SA	TACA INTERNATIONAL AIRLINES S.A.	ENE-15-2021 (Automatic yearly renewal)	\$0.00	
550	BANCO DE BOGOTA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOLICITUD DE VINCULACION, 18 OCT 2019	\$0.00	
551	BANCO DE LA PRODUCCION S.A. PRODUBA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
552	BANCO DE LA PRODUCCION S.A. PRODUBA	AVIANCA-ECUADOR S.A.	FINANCE SERVICES ECUADOR	\$0.00	
553	BANCO DE LA PRODUCCION, S.A	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Credit Card Processing/Payment Methods	\$0.00	
554	BANCO DE OCCIDENTE S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER ACQUIRER	\$0.00	
555	BANCO DEL AUSTRO, S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ADENDUM (SISTEMA DE DIGITACION MANUAL), 08 JAN 2018	\$0.00	
556	BANCO DEL AUSTRO, S.A	AVIANCA-ECUADOR S.A.	CONTRATO DE AFILIACION DE ESTABLECIMIENTOS AL SISTEMA DE TARJETAS Y PAGOS DEL BANCO DEL AUSTRO S.A.	\$0.00	
557	BANCO DEL AUSTRO, S.A	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE AFILIACION DE ESTABLECIMIENTOS AL SISTEMA DE TARJETAS Y PAGOS DEL BANCO DEL AUSTRO S.A.	\$0.00	
558	BANCO DEL PACIFICO S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agreement for the transfer of partner points to LifeMiles"	\$0.00	
559	BANCO DEL PACIFICO S.A	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Credit Card Processing/Payment Methods	\$0.00	
560	BANCO GUAYAQUIL S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agreement for the Issuance of Cobranded Credit and/or Debit Cards	\$0.00	
561	BANCO GUAYAQUIL, S.A	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Credit Card Processing/Payment Methods	\$0.00	
562	BANCO INTERAMERICANO DE FINANZAS, S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
563	BANCO MERCANTIL SANTA CRUZ S.A.-PAG	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ISSUANCE OF COBRANDED CREDIT AND/OR DEBIT CARDS	\$0.00	
564	BANCO MERCANTIL SANTA CRUZ S.A.-PAG	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
565	BANCO MULTIBANK SA	AVIANCA COSTA RICA S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
566	BANCO PROMERICA SOCIEDAD ANONIMA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
567	BANCO PROMERICA SOCIEDAD ANONIMA - TARJETAS PROMERICA SOCIEDAD ANONIMA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE ISSUANCE OF COBRANDED CREDIT AND/OR DEBIT CARDS	\$0.00	
568	BANCO SOLIDARIO S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
569	BANCOLOMBIA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ISSUANCE OF COBRANDED CREDIT AND/OR DEBIT CARDS	\$0.00	
570	BANCOLOMBIA S.A.-BANCO AGRICOLA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE ISSUANCE OF COBRANDED CREDIT AND/OR DEBIT CARDS	\$0.00	
571	BANESCO	AVIANCA COSTA RICA S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
572	BANISTMO SA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
573	BARANOA VIAJES Y TURISMO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
574	BC & PLUS SRL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mensajería doméstica de documentos en Bolivia.	\$0.00	
575	BDO RECURSOS HUMANOS SRL	AVIANCA COSTA RICA S.A.	Accounts Payable Outsourced Team	\$9,261.88	
576	BDS ASESORES JURIDICOS SOCIEDAD ANO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; GRUPO TACA HOLDINGS LIMITED	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
577	BDS ASESORES JURIDICOS SOCIEDAD ANO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services, subscribed since September 17th, 2019 with an undefined term. (labor law)	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
578	BELENCITA TOURS & CIA LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
579	BELL MOBILITY#517362516	AVIANCA COSTA RICA S.A.	Moviles	\$0.00	Reduced price of contract
580	BENNAZAR, GARCÍA & MILIÁN, CSP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
581	BENTEC SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Licencias Software MicroStation (Programa Anual de Mantenimiento SELECT para MicroStation Connect Edition)	\$0.00	
582	BERKLEY INTERNACIONAL SEGUROS COLOMBIA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 15432	\$0.00	
583	BEST BUDDIES COLOMBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
584	BESTRAVEL SERVICE LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
585	BETTER RESTAURANT BRANDS SOCIEDAD A	AVIANCA COSTA RICA S.A.	SUMINISTRO DE ALIMENTACION COMPENSACION PAX	\$0.00	
586	BKAL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE PAX CONTIGENCIA	\$0.00	
587	BKAL SAS	AVIANCA COSTA RICA S.A.	SERVICIO DE PAX CONTIGENCIA	\$0.00	
588	BKAL SAS	AVIANCA-ECUADOR S.A.	SERVICIO DE PAX CONTIGENCIA	\$0.00	
589	BKAL SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE PAX CONTIGENCIA	\$0.00	
590	BLOOMBERG FINANCE LP	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$0.00	
591	Blue Airline Management	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner Rumania	\$0.00	
592	Blue Panorama	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
593	BLUEFIELDS FINANCIAL COLOMBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Acomodation Agreement MEDELLIN	\$0.00	
594	BMI DEL ECUADOR COMPANIA DE SEGUROS DE VIDA SA	AVIANCA-ECUADOR, S.A.	Insurance policy 364400000	\$0.00	
595	BOEING DIGITAL SOLUTIONS INC	AVIANCA-ECUADOR S.A.	Cartografia	\$0.00	The Accommodation Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
596	BOEING DIGITAL SOLUTIONS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRACT FOR FLIGHT PLANNING Y CARTOGRAPHY SERVICES.	\$0.00	The Accommodation Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
597	BOEING DIGITAL SOLUTIONS INC	REGIONAL EXPRESS AMÉRICAS S.A.S.	CONTRACT FOR FLIGHT PLANNING Y CARTOGRAPHY SERVICES.	\$0.00	The Accommodation Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
598	BOEING DIGITAL SOLUTIONS INC	TACA INTERNATIONAL AIRLINES S.A.	CONTRACT FOR FLIGHT PLANNING Y CARTOGRAPHY SERVICES.	\$0.00	The Accommodation Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
599	BOEING DIGITAL SOLUTIONS INC	TAMPA CARGO S.A.S.	CONTRACT FOR FLIGHT PLANNING Y CARTOGRAPHY SERVICES.	\$0.00	The Accommodation Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
600	BOEING DIGITAL SOLUTIONS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Charting EFB + Inserted Content + Tailored Maps	\$0.00	The Accommodation Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
601	BOEING DIGITAL SOLUTIONS INC	Taca International Airlines S.A.	Charting EFB + Inserted Content + Tailored Maps	\$0.00	The Accommodation Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
602	BOEING DIGITAL SOLUTIONS INC	Avianca Ecuador	Charting EFB + Inserted Content + Tailored Maps Navdata Services Supplement Flight Planning	\$0.00	The Accommodation Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
603	BOEING DIGITAL SOLUTIONS INC	Tampa Cargo S.A.S.	Charting EFB + Inserted Content + Tailored Maps Aviator Flight Planning	\$0.00	The Accommodation Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
604	BOEING DIGITAL SOLUTIONS INC	Regional Express Américas S.A.S.	Charting EFB + Inserted Content + Tailored Maps Flight Planning	\$0.00	The Accommodation Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
605	BOEING DIGITAL SOLUTIONS INC	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Charting EFB + Inserted Content +	\$0.00	The Accommodation Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
606	BOEING US TRAINING & FLIGHT SERVICE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ENTRENAMIENTO DE SIMULADORES	\$19,900.00 \$4,044	The Accommodation Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
607	BOG&GO COLOMBIA TRAVEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
608	BOLIVIANA DE AVIACION	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
609	Boliviana de Aviación	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
610	BOLLORE LOGISTICS COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios desde y hacia Colombia	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
611	BOLLORE LOGISTICS USA INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios en USA para Comex&Lo	\$0.00	
612	BOLSA DE VALORES DE COLOMBIA SA	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$0.00	
613	BONSURCO SAC	AVIANCA COSTA RICA S.A.	SERVICIO DE PAX CONTIGENCIA	\$0.00	
614	Boston Consulting Group	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for potential services agreement	\$0.00	
615	BOURBON HOSPITALIDAD SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement ASUNCION	\$0.00	
616	BOYACA TOURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
617	BR AIR - SERVICIO AUXILIAR DE TRANSP	TAMPA CARGO S.A.S.	Cargo Handling GRU	\$0.00	Reduced price 5%, and extended contract term 12 months.
618	BRADESCO SAUDE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 980439960	\$0.00	
619	BRAUNKER INGENIERIA SAS	TAMPA CARGO S.A.S.	PROFESSIONAL SERVICES AGREEMENT	\$0.00	
620	BRIAN STEVE DE LEON ALDANA	TACA INTERNATIONAL AIRLINES S.A.	Mensajeria domestica de documentos en Guatemala.	\$0.00	
621	BRINKS ARGENTINA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte terrestre de valores en Argentina.	\$0.00	
622	BRITISH AIRWAYS PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for LHR station. Date of agreement August 15th, 2008	\$0.00	
623	BRITISH AIRWAYS PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
624	BRITISH AIRWAYS PLC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
625	BRITISH AIRWAYS PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
626	BRITISH AIRWAYS PLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
627	BRM SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Manejo de redes sociales	\$0.00	
628	BROWARD COUNTY AVIATION DEPARTMENT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Airport Facilities FLL	\$122,675.00	
629	Brussels Airlines NV/SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
630	BSN Bufete Sánchez Navarro	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Asesoría en Materia Laboral - Honorarios por concepto de Asesoría en Materia Laboral	\$0.00	
631	BSREP III FORT LAUDERDALE HILTON TRS LCC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement FORT LAUDERDALE	\$0.00	
632	Bufete Godínez y Asociados S.A.	GRUPO TACA HOLDINGS LIMITED	Provision of Services for legal services, subscribed since July 1st, 2019 with an undefined term. (labor law)	\$0.00	
633	Bufete Montes	TACA DE HONDURAS, S.A. DE C.V.	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
634	BUFETE OLIVERO, S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
635	Bufete Vásquez	ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA DE HONDURAS, S.A. DE C.V.	Provision of Services for legal services, subscribed since July 1st, 2019 with an undefined term. (labor law)	\$0.00	
636	BULLO ABOGADOS	AVIANCA HOLDINGS S.A.; AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of October 27th, 2017 and with an undefined term (legal aeronautic counseling).	\$0.00	
637	C&C SOLUCIONES JURIDICAS	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Honorarios por concepto de Servicios Legales	\$258.01	
638	C.A.L CARGO AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
639	C2 SOLUCIONES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 294-DC 2016	\$0.00	
640	CABAL Y TASCÓN ABOGADAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
641	CABRERA CONSULTORIA CONTABIL E TRIB	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
642	CACECSISO SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE CAPACITACION DERRAMES	\$0.00	Reduced price 10%, and extend contract term 24 months.
643	CAE COLOMBIA FLIGHT TRAINING SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	ENTRENAMIENTO DE SIMULADORES	\$1,521,560.78	
644	CAE INC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	COMMERCIAL AGREEMENT	\$0.00	Extend contract term by 3 years
645	CAE International Holdings Limited, Avianca-CAE Flight Training (ACFT) S.A.S	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.	Share Sale and Purchase Agreement	\$0.00	
646	CAIXA RENTING (ARVAL SERVICES)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Renting Vehiculos España	\$0.00	Extended Contract 12 months
647	CALLINGTON INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Contrato insumos Servicio abordó	\$0.00	Waived debt 100%, extended contract 24 months
648	CALLOWAY CORPORATION NV	AVIANCA-ECUADOR S.A.	SERVICES OF CATERING	\$0.00	
649	CALYPSO TOURS L ALIANXA S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
650	CANADA LIFE LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy E25838/1/L	\$0.00	
651	CANADIAN NORTH	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
652	CANDLEWOOD	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SUITES MIA	\$0.00	
653	CANDYSUR SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Ramp Services MVD	\$0.00	Reduced price 5%, and extended contract term 12 months.
654	CANDYSUR SA	TAMPA CARGO S.A.S.	Ramp services MVD	\$0.00	Reduced price 5%, and extended contract term 12 months.
655	CAP COLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
656	CAPRIS SA	AVIANCA COSTA RICA S.A.	Insumos higienicos Servicio abordó Costa Rica	\$0.00	
657	CAPRIS SA	AVIANCA COSTA RICA S.A.	Suministro de EPPS	\$0.00	
658	CAPRIS SA	SERVICIO TERRESTRE, AEREO Y RAMPA S.A.	SUMINISTRO WYPALL TYPE PAPER	\$0.00	
659	CARBON DISCLOSURE PROJECT LATIN AME	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROYECTO EMISIONES DE CARBONO	\$5,350.00	
660	CARGO AIRPORT SERVICES CANADA INC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Cargo Handling YYZ	\$10,025.32	
661	CARGO FORCE INC	TAMPA CARGO S.A.S.	GROUND FUEL SUPPLY MIA	\$9,182.50	
662	CARGO GSA INTERNATIONAL LTD	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN TURKEY	\$0.00	
663	CARGO GSA ISRAEL LTD	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN ISRAEL	\$0.00	
664	CARGO SERVICE CENTER DE MEXICO SA D	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	IATA STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE	\$0.00	
665	CARGOJET AIRWAYS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
666	CARGOLINK	TAMPA CARGO S.A.S.	Software link	\$0.00	Reduced price 5%, and extended contract term 12 months.
667	CARGOLUX	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
668	Caribbean Airlines	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
669	CARIBBEANAIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
670	CARIBE CARGO SRL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Cargo Handling PUJ	\$0.00	Reduced price 10%, and extend contract term 24 months.
671	CARIBES TOURS INTERNACIONAL LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
672	CARIPOINTS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for SDQ, PUJ station. Date of agreement April 5th, 2008	\$0.00	
673	CARIPOINTS SA	AVIANCA COSTA RICA S.A.; TACA S.A.	Line maintenance Agreement for SDQ, PUJ station. Date of agreement April 5th, 2008	\$0.00	
674	CARLOS ALBERTO QUIROGA BARRERO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	
675	CARLOS ARTURO ACOSTA GARCIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	Reduced price 10%, and extend contract term 24 months.
676	Carlos Eduardo Torres	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
677	CARLOS ERNESTO SOSA OSEGUERA	AVIATECA, S.A.	SERVICIO DE ENTRENAMIENTO DEFNSA PERSONAL	\$0.00	
678	CARLOS HUMBERTO GUDINO MARTINEZ	AVIANCA COSTA RICA S.A.	SERVICIO DE AVALUO TERRENOS	\$0.00	Reduced price 10%, and extend contract term 24 months.
679	CARLOS JULIO ROBLES HOLGUIN	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 77-DC-2018	\$0.00	
680	Carlos Monzón	AVIANCA HOLDINGS S.A.	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
681	CARLSON WAGONLIT COLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
682	CAROLINA CATERING CORP	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICES OF CATERING	\$24,949.65	
683	Carolina Escobar Foz	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
684	Carolina García Pardo	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
685	Carolina Sendoya	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
686	CARVAJAL ESPACIOS SAS	REGIONAL EXPRESS AMÉRICAS S.A.S.	Mobiliario Colombia	\$0.00	
687	CASA DEL CAFE SOCIEDAD ANONIMA	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE PAX CONTINGENCIA	\$0.00	
688	CASA PROVEEDORA PHILLIPS SOCIEDAD A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	SERVICES OF CATERING	\$0.00	Updated rates and additional services
689	CASALIMPIA ECUADOR S.A	AVIANCA-ECUADOR S.A	Facility Ecuador	\$0.00	
690	CASH LOGISTICS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 137-DC-2019	\$1,467.10	
691	CASH LOGISTICS S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 53-DC-2019	\$0.00	Reduced price 5%, and extended contract term 12 months.
692	CASH LOGISTICS SOCIEDAD ANONOMA	AVIANCA COSTA RICA S.A.	PROVISION PF SERVICES 52-DC-2019	\$0.00	
693	CATHAY - DRAGON AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S	SPECIAL PRORATE AGREEMENT	\$0.00	
694	CATHAY DRAGON	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
695	CATHAY PACIFIC AIRWAYS LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
696	CATHAY PACIFIC AIRWAYS LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
697	CAXDAC ¹	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S	FONDEO PASIVO PENSIONAL CAXDAC (ORIGEN LEGAL)	\$0.00	
698	Cayman Airways	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
699	CAYMAN AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
700	CCS INTERNATIONAL ENTERPRISE LLC	LATIN LOGISTICS, LLC	AGENCY - AG145	\$0.00	
701	CEA TURISTA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
702	CEBALLOS ARANGO ABOGADOS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
703	CEDHITOURS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
704	CEK DE CENTROAMERICA SA	TACA INTERNATIONAL AIRLINES S.A.	Insumos de Limpieza de El Salvador	\$0.00	
705	CENTRAL INTERNACIONAL DE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
706	CENTRAL LAW HONDURAS SA	TACA DE HONDURAS, S.A. DE C.V.	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
707	CENTRICA HABILIDAD OBJETIVA S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Pruebas de integridad	\$5,684.53	
708	CESTUR SAS CENTRO DE SOLUCIONES TUR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
709	CFM INTERNATIONAL INC	Taca International Airlines S.A.; Avianca-Ecuador S.A.; Avianca Costa Rica; Avianca Holdings S.A.; Aerovias del Continente Americano S.A Avianca	CFM International Letter Agreement dated October 25, 2021	\$0.00	
710	CFM INTERNATIONAL INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Amendment Number 1 to the Rate per Flight Hour Agreement for Leap-1A Engines Maintenance Shop Services between Avianca S.A and CFM International	\$0.00	
711	CFM INTERNATIONAL INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Amendment Number 3 to Letter Agreement Number 1 to GTA No. CFM-1-288716981 between Avianca S.A. and CFM International	\$0.00	
712	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	CFM56-5B & LEAP-1A Amendment No 1 To LA No 2 of GTA No CFM-1-288716989 - Date 31-Aug-2015	\$0.00	
713	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	CFM56-5B & LEAP-1A Amendment No 2 To LA No 2 of GTA No CFM-1-288716989 - Date 15-Sep-2017	\$0.00	
714	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	CFM56-5B & LEAP-1A COA (Cost Out and Avoidance) Guarantee related to GTA No CFM-1-2887169891 - Date 06-Feb-2013	\$0.00	
715	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	CFM56-5B & LEAP-1A GTA (General term Agreement) -No CFM-1-2887169891 - Date 06-Feb-2013	\$0.00	
716	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	CFM56-5B & LEAP-1A LA (Letter Agreement) No 1 to GTA No CFM-1-288716989 - Date 06-Feb-2013	\$0.00	
717	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	CFM56-5B & LEAP-1A LA (Letter Agreement) No 2 to GTA No CFM-1-288716989 - Date 06-Feb-2013	\$0.00	

¹ The Debtors' obligations to CAXDAC are Pension Claims that are being fully reinstated under the Plan and treated as provided in Class 10 of the Plan and the listing of such obligations herein does not modify, limit or change their treatment pursuant to the Plan. Further, the inclusion of the obligations to CAXDAC herein is not an admission or determination that such obligations are in fact an executory contract that can be assumed or rejected and is without prejudice to the right of the Debtors and/or CAXDAC to assert in any court, forum or proceeding, including in these Chapter 11 cases, that such obligations do not constitute an executory contract.

² The Debtors are required pursuant to the Plan to pay the reasonable and documented fees and expenses of CAXDAC (including but not limited to the fees and expenses of CAXDAC's counsel, Moses & Singer LLP). No cure amount is included herein for such fees and expenses as the amount is currently unliquidated. The lack of the inclusion herein of a liquidated amount for such fees and expenses does not modify, limit or change the Debtors' obligation to pay the same pursuant to the Plan.

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
718	CFM INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CFM56-5B GTA (General Terms Agreement) - No CFM-03-2007 - Date 29-Mar-2007	\$0.00	
719	CFM INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CFM56-5B GTA No CFM-03-2007 Letter Agreement No 1 - Date Date 29-Mar-2007	\$0.00	
720	CFM INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CFM56-5B GTA No CFM-03-2007 Letter Agreement No 2 - Date Date 21-Mar-2012	\$0.00	
721	CFM INTERNATIONAL INC	AVIANCA HOLDINGS S.A.	LEAP-1A RPFH (Rate per Flight Hour) Agreement - No 1-2887169891 - Date 06-Feb-2013	\$0.00	
722	CHANCERY CORPORATE SERVICES LIMITED	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services and local representation no. 740341001, subscribed since april 14th, 2016 with an undefined term.	\$0.00	
723	CHAPMAN LOPEZ CONSULTORIA JURIDICA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
724	CHEM AQUA, INC - ANCO DIVISION	TAMPA CARGO S.A.S.	Mantenimiento Quimico de la torre chiller Miami	\$0.00	Reduced price 5%, and extended contract term 24 months.
725	CHEM CLEAN CORPORATION	AVIANCA, INC.	Recolección de residuos Estados Unidos	\$0.00	
726	CHEQUES EJECUTIVOS Y AERONAUTICOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exámenes médicos pilotos y tripulaciones	\$0.00	
727	CHICO TOURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
728	CHIEMESE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN ARGENTINA 01.07.2011	\$0.00	
729	CHIEMESE SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN ARGENTINA 02.05.2005	\$0.00	
730	CHIEMESE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling EZE	\$0.00	5 year extension, waived PPDF and 10% discount.
731	China Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
732	CHINA AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
733	CHINA AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
734	CHINA CARGO AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
735	CHINA EASTERN AIRLINES CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
736	CHINA SOUTHERN AIR LOGISTICS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
737	CHINA SOUTHERN AIRLINES COMPANY LIMITED	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
738	Chubb Colombia S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 20160026	\$0.00	
739	Chubb Colombia S.A	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 20160026	\$0.00	
740	CHUBB LTDA	AVIANCA, INC.	Local property damage policy in EEUU, period 12/01/2019 - 7/15/2021, this policy did not renewa as it was not longer required	\$0.00	
741	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 30466	\$0.00	
742	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 38355	\$0.00	
743	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 39457	\$0.00	
744	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 40162	\$0.00	
745	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 40188	\$0.00	
746	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 40700	\$0.00	
747	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 40701	\$0.00	
748	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 41089	\$0.00	
749	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 41089	\$0.00	
750	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 41266	\$0.00	
751	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 41285	\$0.00	
752	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 43741	\$0.00	
753	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 43741	\$0.00	
754	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 43751	\$0.00	
755	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 43751	\$0.00	
756	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 43876	\$0.00	
757	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 44902	\$0.00	
758	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45707	\$0.00	
759	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45707	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
760	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45707	\$0.00	
761	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45714	\$0.00	
762	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45714	\$0.00	
763	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45714	\$0.00	
764	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45878	\$0.00	
765	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 47550	\$0.00	
766	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 47805	\$0.00	
767	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 47957	\$0.00	
768	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 50544	\$0.00	
769	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 52436	\$0.00	
770	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 52436	\$0.00	
771	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 52436	\$0.00	
772	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 52464	\$0.00	
773	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 53113	\$0.00	
774	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 53420	\$0.00	
775	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 54503	\$0.00	
776	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 54598	\$0.00	
777	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 56783	\$0.00	
778	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 56785	\$0.00	
779	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 57493	\$0.00	
780	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60395	\$0.00	
781	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60398	\$0.00	
782	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60513	\$0.00	
783	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60516	\$0.00	
784	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60517	\$0.00	
785	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60524	\$0.00	
786	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60599	\$0.00	
787	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60840	\$0.00	
788	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60900	\$0.00	
789	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 60918	\$0.00	
790	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 61041	\$0.00	
791	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 61176	\$0.00	
792	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 61277	\$0.00	
793	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy CU093519	\$0.00	
794	CHUBB SEGUROS COLOMBIA S.A	REGIONAL EXPRESS AMÉRICAS S.A.S.	Insurance policy 100013538 - EOH	\$0.00	
795	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 42800	\$0.00	
796	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 42800	\$0.00	
797	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 45469	\$0.00	
798	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 45472	\$0.00	
799	CHUBB SEGUROS COLOMBIA S.A	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 45480	\$0.00	
800	CHUBB SEGUROS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 5615	\$0.00	
801	CHUBB SEGUROS COLOMBIA S.A	TAMPA CARGO S.A.S.	Insurance policy 5633	\$0.00	
802	CHUBB SEGUROS COLOMBIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSURANCE	\$0.00	
803	CHUBB SEGUROS ECUADOR S.A.	AVIANCA-ECUADOR S.A.	Insurance policy 383382	\$0.00	
804	CHUBB SEGUROS MEXICO SA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 33356	\$0.00	
805	CI DISTRIOHOGAR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	BLANKET SUPPLY CONTRACT	\$0.00	
806	CIELO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER ACQUIRER	\$0.00	
807	CIFIN SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Informes servicios de centrales de información financiera, clientes.	\$0.00	
808	CINEPOLIS EL SALVADOR, S.A. DE C.V.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
809	Citibank, N.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ISDA 2002 Master Agreement 12.09.2008	\$0.00	
810	Citijet	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
811	CITY OF CHICAGO	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Contrato Mercantil para la prestación de Servicios Aeroportuarios - pendiente la renovación	\$0.00	
812	CITY OF LOS ANGELES DEPARTMENT OF A	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Contrato Mercantil para la prestación de Servicios Aeroportuarios -LAA-8734	\$0.00	
813	CITYFAST SA	AVIANCA-ECUADOR S.A.	Lease Agreement GYE	\$0.00	
814	CJ AFFILIATE BY CONVERSANT	TACA INTERNATIONAL AIRLINES S.A.	Material de ID empleados en Ecuador.	\$0.00	
815	CJ AFFILIATE BY CONVERSANT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
816	CJ AFFILIATE BY CONVERSANT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
817	Claudia Moreno Contreras	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
818	Claudia Rodriguez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
819	CLEARCOM COMUNICACIONES, S.A.P.L DE C.V.	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	EQUIPMENT LEASE - Contrato sin numero	\$0.00	
820	CLEARCOM COMUNICACIONES, S.A.P.L DE C.V.	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	TELECOMMUNICATION SERVICE - Contrato sin numero	\$0.00	
821	CLG Abogados	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Servicios Profesionales	\$0.00	
822	CLINICA UNICEN SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	Reduced price 5%, and extended contract term 12 months.
823	CLS CATERING SERVICES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Catering	\$51,831.00	Unsecure prepetition debt confirmation
824	CMN SOLUTIONS SERVICOS DE SUPORTE E	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
825	CMN SOLUTIONS SERVICOS DE SUPORTE E	TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
826	CMN SOLUTIONS SERVICOS DE SUPORTE E	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of october 12st, 2017 until october 12th, 2021.	\$0.00	
827	CO INDUSTRIAS GIGANTE SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Snacks	\$0.00	
828	CO INDUSTRIAS GIGANTE SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Snacks	\$0.00	
829	COCA COLA FEMSA DE COSTA RICA SA	AVIANCA COSTA RICA S.A.	SUMINISTRO DE COCA-COLA	\$0.00	
830	COCCINA DE VUELOS SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICES OF CATERING	\$20,107.00	
831	COLAEREO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
832	COLE INTERNATIONAL INC.	AVIANCA COSTA RICA S.A.	Transporte Valores necesario en USA.	\$0.00	
833	COLLATERAL VERIFICATIONS LLC	TAMPA CARGO S.A.S.	NDA	\$0.00	
834	COLMEDICA MEDICINA PREPAGADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 29043310	\$0.00	
835	COLOMBIA EN COLORES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
836	COLOMBIA MOVIL SA ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Moviles	\$6,200.08	Reduced price of contract
837	COLOMBIA TELECOMUNICACIONES SA ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Opain	\$114,458.50	
838	COLOMBIA TELECOMUNICACIONES SA ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Telefonia movil	\$45,147.00	Reduced price of contract
839	COLOMBIA TELECOMUNICACIONES SA ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Telefonica Local	\$13,302.00	Reduced price of contract
840	COLOMBIA TELECOMUNICACIONES SA ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Voz corporativa	\$47,398.00	Reduced price of contract
841	COLOMBIA TELECOMUNICACIONES SA ESP; OTECEL S.A.; TELEFONICA GLOBAL SOLUTIONS USA INC; TELEFONICA DE ESPAÑA SA; TELEFONICA INTERNATIONAL WHOLESAL; TELEFONICA MOVILES EL SALVADOR SA; PEGASO PCS SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transformación digital	\$2,159,338.80	Payment Agreement
842	COLOMBIAN AIR CARGO S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS T39	\$0.00	Extend contract term by 12 months
843	COLOMBIAN AIR CARGO S A	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
844	COLOMBIAN TOURIST SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
845	COLOMBIANA DE COMBUSTIBLES CODECO S	TAMPA CARGO S.A.S.	GROUND FUEL SUPPLY 208-DC-2017	\$0.00	
846	COLOMBINA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE SNACKS	\$0.00	
847	COLRESERVAS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
848	COLSANITAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 1010346204	\$0.00	
849	COLSOFA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	DaaS Equipos	\$0.00	Reduced price 10%, and extend contract term 24 months.

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
850	COLSON ENTERPRISES LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Cajas regulatorias material aeronautico	\$0.00	
851	COLSON ENTERPRISES LLC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
852	COMBUSTIBLES DE COLOMBIA SA	TAMPA CARGO S.A.S.	GROUND FUEL SUPPLY BOG	\$0.00	
853	COMEDORES PRISMA SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	DINNING ROOM (CUSTOM)- Servicio de comedor (contrato sin numero)	\$0.00	
854	COMERCIALIZADORA AVANTI E	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatition Agreement	\$0.00	
855	COMERCIALIZADORA D&G	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	Waived 70% pre-petition debt
856	COMERCIALIZADORA INTERAMERICANA S.A	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE JUGOS	\$0.00	
857	COMERCIALIZADORA JE TOURS S.A.S.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
858	COMERCIALIZADORA MEDINA Y ASOCIADOS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE ALIMENTACION COMPENSACION PAX	\$0.00	
859	COMERCIALIZADORA Y MARROQUINERIA PYP SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Canasta de Pan Servicio Abordo	\$0.00	
860	COMERCIALIZADORA Y MARROQUINERIA PYP SAS	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Canasta de Pan Servicio Abordo	\$0.00	
861	COMERCIALIZADORA Y MARROQUINERIA PYP SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Malctines para mascota y porta documentos de menor recomendada	\$0.00	
862	COMET CAR HIRE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte Terrestre crew	\$0.00	
863	COMEXCA SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION COMPESION PAX	\$0.00	
864	COMEXCA SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
865	COMISION EJECUTIVA PORTUARIA AUTONO	TACA INTERNATIONAL AIRLINES S.A.	Parking Services SAL	\$0.00	
866	COMISION EJECUTIVA PORTUARIA AUTONO	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
867	COMISION FEDERAL DE ELECTRICIDAD	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	ELECTRIC POWER SUPPLY	\$0.00	
868	COMISION NACIONAL DE TELE	TACA INTERNATIONAL AIRLINES S.A.	Telecomunicaciones	\$0.00	
869	COMPANHIA PALMARES HOTEIS E TURISMO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement RIO DE JANUARYEIRO	\$0.00	Reduced price 10%, and extend contract term 24 months.
870	COMPANIA AGENCIA DE VIAJES LA GUANENA LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
871	COMPANIA ASEGURADORA DE FIANZAS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy CU096739	\$0.00	
872	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL016000	\$0.00	
873	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL021579	\$0.00	
874	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL023311	\$0.00	
875	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL023311	\$0.00	
876	COMPANIA ASEGURADORA DE FIANZAS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy DL023342	\$0.00	
877	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL023343	\$0.00	
878	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL023345	\$0.00	
879	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy DL023345	\$0.00	
880	COMPANIA ASEGURADORA DE FIANZAS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy DL023347	\$0.00	
881	COMPANIA ASEGURADORA DE FIANZAS S.A.	TAMPA CARGO S.A.S.	Insurance policy GU055705	\$0.00	
882	COMPANIA ASEGURADORA DE FIANZAS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy GU076384	\$0.00	
883	COMPANIA ASEGURADORA DE FIANZAS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy GU076384	\$0.00	
884	COMPANIA ASEGURADORA DE FIANZAS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy GU076384	\$0.00	
885	COMPANIA AZUCARERA VALDEZ SA	AVIANCA-ECUADOR S.A.	SUMINISTRO DE AZUCAR DIET SACHET	\$0.00	
886	COMPANIA COLOMBIANA DE LAVADO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Lavanderia BOG	\$0.00	Reduced price 10%, and extend contract term 24 months.
887	COMPANIA DE JARABES Y BEBIDAS GASEO	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE CERVEZA	\$0.00	
888	COMPANIA DE JARABES Y BEBIDAS GASEO	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE JUGOS	\$0.00	
889	COMPANIA DE LUBRICANTES S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	
890	COMPANIA DE PROCESAMIENTO DE PAGO GUATEMALA, VISANET GUATEMALA	TACA INTERNATIONAL AIRLINES S.A.	ANEXO 1 AL CONTRATO DE AFILIACION ENTRE COMPANIA DE PROCESAMIENTO DE PAGO DE GUATEMALA SOCIEDAD ANONIMA Y TACA INTERNATIONAL AIRLINES, SOCIEDAD ANONIMA, 13 NOV 2013	\$0.00	
891	COMPANIA DE SERVICIOS CONEXOS EXPRESSNET SAC	AVIANCA-ECUADOR S.A.	SOLICITUD DE AFILIACION, 09 MAR 2012	\$0.00	
892	COMPANIA DE SERVICIOS CONEXOS EXPRESSNET SAC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOLICITUD DE AFILIACION, 31 AUG 2017	\$0.00	
893	COMPANIA DE TRANSPORTE TERRESTRE TU	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Land transport 73-DC-2017	\$0.00	
894	COMPANIA DOMINICANA DE TELEFONOS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Telefonia Fija	\$0.00	
895	COMPANIA DOMINICANA DE TELEFONOS	AVIANCA COSTA RICA S.A.	Telefonia Fija	\$0.00	
896	COMPANIA LICORERA DE NICARAGUA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	LIQUOR SUPPY CONTRACT	\$0.00	
897	COMPANIA MEXICANA DE TRASLADO DE VALORES S.A. DE C.V.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte de valores o efectivo necesario en México	\$2 673.53	
898	COMPANIA MUNDIAL DE SEGUROS S.A.	TAMPA CARGO S.A.S.	Insurance policy 100012584	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
899	COMPANIA MUNDIAL DE SEGUROS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 100013108	\$0.00	
900	COMPANIA MUNDIAL DE SEGUROS S.A.	TAMPA CARGO S.A.S.	Insurance policy 100013928	\$0.00	
901	COMPANIA MUNDIAL DE SEGUROS S.A.	TAMPA CARGO S.A.S.	Insurance policy 100020426	\$0.00	
902	COMPANIA MUNDIAL DE SEGUROS S.A.	TAMPA CARGO S.A.S.	Insurance policy 100020426	\$0.00	
903	COMPANIA MUNDIAL DE SEGUROS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 100055133	\$0.00	
904	COMPANIA MUNDIAL DE SEGUROS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 100064101	\$0.00	
905	COMPANIA MUNDIAL DE SEGUROS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy Several	\$0.00	
906	COMPANIA MUNDIAL DE SEGUROS SA	TAMPA CARGO S.A.S.	Insurance policy Several	\$0.00	
907	COMPANIA PANAMENA DE AVIACION SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	CODE SHARE PANAMA	\$0.00	
908	COMPANIA PANAMENA DE AVIACION SA	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE PANAMA	\$0.00	
909	COMPANIA PANAMENA DE AVIACION SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA PANAMA	\$0.00	
910	COMPANIA PANAMENA DE AVIACION SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner PANAMA	\$0.00	
911	COMPANIA PANAMENA DE AVIACION SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
912	COMPANIA PANAMENA DE AVIACION SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement PANAMA	\$0.00	
913	COMPANIA PANAMENA DE AVIACION SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner PANAMA	\$0.00	
914	Compañía Panameña de Aviación, S. A y Aeropública, S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
915	COMPANIA PERUANA DE MEDIOS DE PAGO S.A.C	AVIANCA-ECUADOR S.A.	Credit Card Processing/Payment Methods	\$0.00	
916	COMPANIA PERUANA DE MEDIOS DE PAGO S.A.C	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOLICITUD DE AFILIACION AL SISTEMA VISANET PERU, 01 DIC 2016	\$0.00	
917	COMPANIA SEGUROS AMERICA SA	NICARAGUENSE DE AVIACION, SOCIEDAD ANONIMA (NICA, S.A.)	Insurance policy CVF-000279	\$0.00	
918	COMPANIA SEGUROS AMERICA SA	NICARAGUENSE DE AVIACION, SOCIEDAD ANONIMA (NICA, S.A.)	Insurance policy EIF-000319-0	\$0.00	
919	COMPASS GROUP SERVICES COLOMBIA S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$270,375.00 \$0.00	Prepayment Agreement
920	COMPASS GROUP SERVICES COLOMBIA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.	SERVICES OF CATERING FOR EMPLOYEES	\$185,147.00	OTROSÍ N° 2 AL CONTRATO DE SUMINISTRO DE ALIMENTACIÓN PARA COLABORADORES Y TERCEROS ASOCIADOS EN EL AEROPUERTO INTERNACIONAL EL DORADO N°. 103-DC-2019.
921	COMPONENTES EL ORBE SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Mantenimeinto de infraestructura SAL	\$0.00	Reduced price of contract
922	COMPRESSED GAS ASSOCIATION INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
923	COMPUTER PRESENTATIONS AND TRAINING INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Servicio de capacitación obligatorios para pilotos	\$0.00	Reduced price 10%, and extend contract term 24 months.
924	COMSISER SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Repuestos para impresoras	\$0.00	
925	CONSULTING SPA	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$0.00	
926	COMUNICACION CELULAR S A COMCEL S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Moviles	\$0.00	Reduced price of contract
927	COMUNICACIONES IBW EL SALVADOR SA	TACA INTERNATIONAL AIRLINES S.A.	Telefonia Fija	\$0.00	Reduced price 10%, and extend contract term 24 months.
928	COMUNICAN S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
929	COMUNIDAD EDIFICIO BARROS BORGONO	AVIANCA COSTA RICA S.A.	Utilities SCL	\$0.00	
930	CONCESION PARQUE SALITRE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SPONSORSHIP	\$0.00	
931	CONCESIONARIA DO AEROPORTO INTERNA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
932	CONCESIONARIA DO AEROPORTO INTERNA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Seguridad Aeroportuaria en Brasil	\$0.00	
933	CONCURSO NACIONAL DE BELLEZA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SPONSORSHIP	\$0.00	
934	CONDOMINIO METROPOLIS SA	TACA DE HONDURAS, S.A. DE C.V.	Lease Agreement TGU	\$0.00	
935	CONDOMINIO TORRE DEL NORTE TORRE B	AVIANCA-ECUADOR S.A.	Lease Agreement GYE	\$0.00	
936	CONDOMINIO TORRES DEL NORTE - TORRE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Parking Service UIO	\$0.00	
937	Condor	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner Frankfurt	\$0.00	
938	CONDOR	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
939	CONDOR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Frankfurt	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
940	CONDOR COMUNICACIONES, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Radios	\$0.00	
941	CONFECCIONES BIG JOB S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	Reduced price 5%, and extended contract term 12 months.
942	CONFERENCIA LATINOAMERICANA DE EMPR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CLADEC MEMBERSHIP	\$0.00	
943	CONFERENCIA LATINOAMERICANA DE EMPR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRIBUTION	\$0.00	
944	CONINGENIO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Obras Menores Colombia	\$0.00	
945	CONSORCIO DE TARJETAS DOMINICANAS, S.A (CARDNET)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE AFILIACIÓN, 29 JAN 2009	\$0.00	
946	CONSUTRANS EMPRESA UNIPERSONAL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES 41-DC-2018	\$0.00	
947	CONTACTOS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
948	CONTRACTORS 911 LLC	TAMPA CARGO S.A.S.	Obras Menores MIA	\$710.00	
949	CONVERGENCE UNIFIED TECHNOLOGY SOLU	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro y mantenimiento Líneas Telefónicas MIA	\$4,609.00	
950	COOPERATIVA DE PRODUCTORES DE LECHE	AVIANCA COSTA RICA S.A.	SUMINISTRO DE LECHE	\$0.00	
951	COOPERATIVA DE TRABAJO ASOCIADO SER	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
952	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING VALLEDUPAR MC74	\$0.00	
953	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES60	\$0.00	
954	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES64	\$0.00	
955	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN VILLAVICENCIO D105	\$0.00	
956	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION AND EXPRESS COURIER SHIPPING IN VILLAVICENCIO T120	\$0.00	
957	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM &LD) T95	\$0.00	Extend contract term by 2 months
958	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM &LD) T97	\$0.00	Extend contract term by 2 months
959	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - CESAR AG152	\$0.00	
960	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - VILLAVICENCIO AG168	\$0.00	
961	COORDINADORA DE TRANSPORTES P Y P SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - CESAR AG153X	\$0.00	
962	COPIASA SA	TACA INTERNATIONAL AIRLINES S.A.	PROFESSIONAL SERVICES AGREEMENT	\$0.00	
963	CORDOVA BARRERA & ASOCIADOS CPA SC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Auditoria de Estados Financieros 28.01.2020	\$0.00	
964	CORDOVA BARRERA & ASOCIADOS CPA SC	AVIANCA COSTA RICA S.A.	Auditoria de Estados Financieros 28.01.2020	\$0.00	
965	CORDOVA BARRERA & ASOCIADOS CPA SC	TACA INTERNATIONAL AIRLINES S.A.	Auditoria de Estados Financieros 28.01.2020	\$0.00	
966	CORE ADVANCED GROUP SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
967	CORPORACION AMARILLO SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIASERVICIOS, S.A.; AVIATECA, S.A.	PROVISION OF SERVICES 141-DC-2018	\$0.00	
968	CORPORACION DE LA INDUSTRIA AERONAU	REGIONAL EXPRESS AMÉRICAS S.A.S.	AMD No 1 TO Agreement N° 40000246 / Signature Date 08/MAY/20	\$0.00	
969	CORPORACION DE LA INDUSTRIA AERONAU	REGIONAL EXPRESS AMÉRICAS S.A.S.	ENTRENAMIENTO DE SIMULADORES	\$0.00	
970	CORPORACION DE LA INDUSTRIA AERONAU	REGIONAL EXPRESS AMÉRICAS S.A.S.	Heavy Maintenance Agreement N° 40000246 / Signature Date 15/JAN/20	\$0.00	
971	CORPORACION DISTRIBUIDORA DE ALIMEN	AVIANCA-ECUADOR S.A.	Coffe supply (ESTE ES EL DE PUERTO RICO???)	\$0.00	
972	CORPORACION DISTRIBUIDORA DE ALIMEN	AVIANCA-ECUADOR S.A.	SUMINISTRO DE CREMA DE CAFÉ	\$0.00	
973	CORPORACION FATIMA SOCIEDAD ANONIMA	AVIASERVICIOS, S.A.	Suministro de papeleria de oficina	\$0.00	
974	CORPORACION HR SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Recolección de residuos médicos en SAL	\$0.00	Reduced price 10%, and extend contract term 24 months.
975	CORPORACION MERCANTIL SALVADOREÑA,	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE LECHE	\$0.00	
976	CORPORACION PETENERA DE TURISMO SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
977	CORSAIR	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
978	COZEN O CONNER	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	Provision of Services for legal services subscribed as of april 25th, 2018 and with an undefined term (legal aeronautic counseling).	\$0.00	
979	CPAT GLOBAL LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Capacitación a tripulaciones - Cursos online	\$0.00	Reduced price 10%, and extend contract term 24 months.
980	CREDIBANCO SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER ACQUIRER	\$0.00	
981	CREDISEGURO S.A. SEGUROS PERSONALES	AVIANCA-ECUADOR S.A.	Insurance policy CRS-VIGR-081	\$0.00	
982	CREDITO, S.A	AVIANCA COSTA RICA S.A.	CONTRATO DE AFILIACIÓN, 10 JUN 2015	\$0.00	
983	CREDITO, S.A	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE AFILIACIÓN, 10 JUN 2015	\$0.00	
984	CREDOMATIC DE COSTA RICA, S.A	AVIANCA COSTA RICA S.A.	CONTRATO DE SERVICIOS PARA PROCESAMIENTO DE TRANSACCIONES DE COMERCIO ELECTRÓNICO ENTRE CREDOMATIC Y LÍNEAS AÉREAS COSTARRICENSES, S.A., 13 AUG 2015	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
985	CREDOMATIC DE EL SALVADOR, S.A DE C.V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE SERVICIO PARA LA ACEPTACION DE PAGOS CON TARJETAS DE CRÉDITO Y DÉBITO, 17 SEP 2014	\$0.00	
986	CREDOMATIC DE EL SALVADOR, S.A. DE-CREDOMATIC DE COSTA RICA S.A.-CREDOMATIC DE HONDURAS- CREDOMATIC DE GUATEMALA S	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE ISSUANCE OF COBRANDED CREDIT AND/OR DEBIT CARDS	\$0.00	
987	CREDOMATIC DE GUATEMALA, S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE SERVICIO PARA LA ACEPTACION DE PAGOS CON TARJETAS DE CRÉDITO Y DÉBITO, 10 JUN 2015	\$0.00	
988	CREDOMATIC DE GUATEMALA, S.A	AVIANCA COSTA RICA S.A.	CONTRATO DE SERVICIO PARA LA ACEPTACION DE PAGOS CON TARJETAS DE CRÉDITO Y DÉBITO, 10 JUN 2015	\$0.00	
989	CREDOMATIC DE GUATEMALA, S.A	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE SERVICIO PARA LA ACEPTACION DE PAGOS CON TARJETAS DE CRÉDITO Y DÉBITO, 10 JUN 2015	\$0.00	
990	CREDOMATIC DE HONDURAS, S.A	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE AFILIACION PARA LA ACEPTACION DE TARJETAS DE CRÉDITO, 10 JUN 2015	\$0.00	
991	CREDOMATIC DE PANAMA, S.A	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE SERVICIO PARA LA ACEPTACION DE PAGOS CON TARJETAS DE CRÉDITO Y DÉBITO, 03 SEP 2015	\$0.00	
992	CREDOMATIC DE PANAMA, S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE SERVICIO PARA LA ACEPTACION DE PAGOS CON TARJETAS DE CRÉDITO Y DÉBITO, 10 JUN 2015	\$0.00	
993	CRISOL DE LUZ S.A.	SERVICIO TERRESTRE, AEREO Y RAMPA S.A.	SERVICIO DE ALIMENTACION COLABORADORES	\$0.00	
994	CRISTIAN CABRALES Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING MONTERIA MC02	\$0.00	
995	CRISTIAN CABRALES Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES20	\$0.00	
996	CRISTIAN CABRALES Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES21	\$0.00	
997	CRISTIAN CABRALES Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN MONTERIA AND SINCELEJO D94	\$0.00	Extend contract term by 2 months
998	CRISTIAN CABRALES Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T101	\$0.00	Extend contract term by 10 months
999	CRISTIAN CABRALES Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT AND COURIER SALE POINTS ADMINISTRATION - CORDOBA AG149	\$0.00	
1000	CRISTIAN CABRALES Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - CORDOBA AG153	\$0.00	
1001	CRISTIAN CABRALES Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1002	Croatia	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
1003	CROATIA AIRLINES CROATIAN AIR TRANS PORT COMPANY LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1004	CROATIA AIRLINES CROATIAN AIR TRANS PORT COMPANY LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1005	CROMA DEL ECUADOR CROMAEO S.A.	AVIANCA-ECUADOR S.A.	Limpieza de audifonos	\$0.00	
1006	CROSSRACER TRANSPORT SERVICES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
1007	CUBANA DE AVIACION SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
1008	CUCUTA SUITES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accomodation Agreement CUCUTA	\$0.00	
1009	CULLIGAN ARGENTINA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO BOTELLAS DE AGUA	\$0.00	
1010	CURACAO AIRPORT PARTNERS (CAP)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Contrato No. 2018/09 LA- Es una entidad gubernamental	\$650.00	
1011	CUVAL SAS	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor)	\$0.00	
1012	CXP INTERNAIONAL CORP	LATIN LOGISTICS, LLC	GROUND DISTRIBUTION OF CARGO AND COURIER	\$0.00	Contract assignment
1013	CXP INTERNAIONAL CORP	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	Contract assignment
1014	CYBERSOURCE INTERNATIONAL	TACA INTERNATIONAL AIRLINES S.A.	CYBERSOURCE PAYMENT SOLUTIONS AGREEMENT, 15 JAN 2015	\$49,620.00	Addendum to extend contract terms by 3 years
1015	CYC TRADING SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Precintos de Seguridad	\$578.00	
1016	CZECH AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1017	Czech Airlines CSA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1018	DAGALCO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1019	DALLAS FORT WORTH FUEL COMPANY LLC	TACA INTERNATIONAL AIRLINES S.A.	M&O SERVICES DFW - Invoices XDFW0000005; XDFW1160125; XDFW0000099;XDFW0000053;XDFW0000147	\$42 957.00	
1020	DAMA AIRLINE CARGO MANAGEMENT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	Cargo Handling SDQ	\$0.00	Reduced price 10%, and extend contract term 24 months.
1021	DANDRES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Limpieza Paraguay	\$0.00	Reduced price 5%, and extended contract term 12 months.
1022	DANIEL ELICETCHE Y ASOCIADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
1023	DANIEL ENRIQUE GUZMAN HERNANDEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	
1024	Daniel Ortiz	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1025	DATA SAFE EL SALVADOR S.A DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Servicio de custodia de archivos	\$0.00	Reduced price 5%, and extended contract term 12 months.
1026	DATAFAST S A	AVIANCA-ECUADOR S.A.	CONTRATO DE AFILIACION DE ESTABLECIMIENTOS, 22 SEP 2017	\$0.00	
1027	DATAFAST S A	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE AFILIACION DE ESTABLECIMIENTOS, 22 SEP 2017	\$0.00	
1028	DATASAFE DE PANAMA S DE RL	TACA INTERNATIONAL AIRLINES S.A.	Manejo y Custodia de Archivo en Panamá.	\$0.00	
1029	DATUM S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Soporte exadata - Software	\$0.00	Reduced price 5%, and extended contract term 12 months.
1030	David Alemán	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1031	DBB WORLDWIDE COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 39-DC-2019	\$0.00	
1032	De Castro, Rivas & Rodríguez (DR&R Abogados y Consultores Fiscales)	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of march 10th, 2017 and with an undefined term.	\$0.00	
1033	DE UNA COLOMBIA TOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1034	DECEVAL S A	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$0.00	
1035	DELCOPE COLOMBIA S A S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.	Servicios conexos en Colombia	\$0.00	
1036	DELI INTERNACIONAL S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1037	DELI INTERNACIONAL S.A.	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1038	DELI INTERNACIONAL S.A.	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1039	DELOITTE ASESORES & CONSULTORES LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$2,932.50	
1040	DELTA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Consent to Sub-Sublease - LAA-7175	\$0.00	Premises & equipment
1041	DELTA AIR LINES, INC.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) 1998-BOG	\$0.00	
1042	DELTA AIR LINES, INC.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF 2013-CTG	\$0.00	
1043	DELTA AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner ATLANTA	\$0.00	
1044	DELTA AIRLINES INC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1045	DELTA AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED ATLANTA	\$0.00	
1046	DELTA AIRLINES SUCURSAL COLOMBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota station. Effective and valid from Jul 1st/2008	\$0.00	
1047	DENOVO ADMINISTRATIVE SERVICES LLC	AMERICA CENTRAL CORP.	PROVISION OF SERVICES	\$0.00	
1048	DENTONS CARDENAS & CARDENAS ABOGADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE PRESTACION DE SERVICIOS PROFESIONALES DE ASESORIA Marzo 18, 2021	\$5,947.62	
1049	DEPARTAMENTO DE ARCHIPIELAGO DE SAN	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro Tarjetas de entrada a a isla	\$0.00	
1050	DERIVADOS DE PAPEL Y CARTON DE CENT	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Papeleria de oficina	\$0.00	
1051	DESARROLLADORA BONANZAS DE CA SA	TACA INTERNATIONAL AIRLINES S.A.	Lease Agreement MGA	\$0.00	
1052	DESCARTES SYSTEM (USA) LLC	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1053	DESCARTES SYSTEM (USA) LLC	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1054	DESCARTES SYSTEM (USA) LLC	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1055	DESCARTES SYSTEM (USA) LLC	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1056	DESCARTES SYSTEM (USA) LLC	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1057	DESCARTES US HOLDINGS INC	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1058	DESCARTES US HOLDINGS INC DESCAR	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1059	DESCARTES US HOLDINGS INC DESCAR	TAMPA CARGO S.A.S.	MENSAJERIA DE ADUANAS	\$0.00	
1060	DESCARTES US HOLDINGS INC DESCAR	TAMPA CARGO S.A.S.	Mensajería de aduanas	\$29,557.90	
1061	DESPEGAR COM USA INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1062	DESTINOS CIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1063	DETECTA CORP SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Máquinas de Rayos X	\$0.00	Waived debt 100%, reduced price 7% and extended contract 24 months
1064	Deutsche Bank AG New York	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ISDA 2002 Master Agreement 07.19.2017	\$0.00	
1065	Deutsche Lufthansa AG - Miles & More GmbH	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
1066	DEUTSCHE LUFTHANSA A G SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
1067	DEUTSCHE LUFTHANSA A G SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
1068	DEUTSCHE LUFTHANSA A G SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
1069	DEUTSCHE LUFTHANSA A G SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$64,395.00	
1070	DEUTSCHE LUFTHANSA AKTIENGESELLSCHA FT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA- ECUADOR S.A.	CODE SHARE FRANKFURT	\$0.00	
1071	DEUTSCHE LUFTHANSA AKTIENGESELLSCHA FT	AVIANCA COSTA RICA S.A.	CODE SHARE FRANKFURT	\$0.00	
1072	DEUTSCHE LUFTHANSA AKTIENGESELLSCHA FT	TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE FRANKFURT	\$0.00	
1073	DEVILLE HOTEIS E TURISMO LTDA	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.; AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AMERICA CENTRAL CORP.; AVIANCA COSTA RICA S.A.; AVIANCA- ECUADOR S.A.; AVIASERVICIOS, S.A.; AVIATECA, S.A.; C.R. INT L ENTERPRISES, INC.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.); SERVICIO TERRESTRE, AEREO Y RAMPA S.A.; TACA DE HONDURAS, S.A. DE C.V.; TACA DE MÉXICO, S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.; TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Accommodation Agreement GUARULHOS	\$0.00	
1074	DEWAR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	RECERTIFICACION ANUAL ESTACION DE COMBUSTIBLE	\$0.00	
1075	DHL AVIATION	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1076	DHL EXPRESS COLOMBIA S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA- ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Mensajería internacional de documentos.	\$0.00	
1077	DHL GLOBAL FORWARDING (BRAZIL)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1078	DHL GLOBAL FORWARDING NICARAGUA, SA	TACA INTERNATIONAL AIRLINES S.A.	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Canadá para Comex&Log AV	\$0.00	
1079	DIAGEO COLOMBIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COOPERATION 67-DC-2017	\$48,572.36	
1080	Diana Calixto	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1081	Diana Camacho	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1082	Diana Rivas	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1083	DIEGO AQUILES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 7-DC-2018	\$0.00	
1084	DIFETRAVEL COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1085	DILER DE HONDURAS, S DE R.L.	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Suministro de Papelería de oficina	\$0.00	Reduced price 5%, and extended contract term 12 months.
1086	DIMAMEC LTDA	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	Reduced price 10%, and extend contract term 24 months.
1087	DINADEC SA	AVIANCA-ECUADOR S.A.	Suministro de cerveza Ecuador	\$0.00	
1088	DINERS CLUB DEL ECUADOR S.A SOCIEDAD FINANCIERA, INTERDIN S.A EMISORA Y ADMINISTRADORA DE TARJETAS DE CREDITO and BANCO PICHINCHA C.A	TACA INTERNATIONAL AIRLINES S.A.	ADENDUM AL CONTRATO DE AFILIACIÓN DE ESTABLECIMIENTOS, 18 NOV 2010	\$0.00	
1089	DINERS CLUB DEL ECUADOR S.A SOCIEDAD FINANCIERA, INTERDIN S.A EMISORA Y ADMINISTRADORA DE TARJETAS DE CREDITO and BANCO PICHINCHA C.A	AVIANCA-ECUADOR S.A.	CONTRATO MERCANTIL DE AFILIACION DE ESTABLECIMIENTOS, 04 MAY 2012	\$0.00	
1090	DINERS CLUB INTERNATIONAL LTD.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AIR CARRIER AGREEMENT TERMS AND CONDITIONS, 01 SEP 2008	\$0.00	
1091	DINERS CLUB PERU, S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE AFILIACION, 19 MAY 1987	\$0.00	
1092	DIPLOMAT EMBAJADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1093	DIPLOMAT WYNDHAM BOGOTA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement BOGOTA	\$0.00	Reduced price 5%, and extended contract term 12 months.

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1094	DIPO SA	AVIANCA COSTA RICA S.A.	SUMINISTRO DE JUGOS	\$0.00	
1095	DIPSA FOOD ENERGY REPRESENTACIONES SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de barras de cereal	\$0.00	
1096	DIRECCION GENERAL DE AERONAUTICA CI	AVIASERVICIOS, S.A.	Licencia operación de vehiculos	\$0.00	
1097	DIRECCION GENERAL DE AERONAUTICA CI	AVIATECA S.A.	Recolección de basuras Aeropuerto	\$0.00	
1098	DIRECCIÓN NACIONAL DE AERONÁUTICA CIVIL - DINAC	TAMPA CARGO S.A.S.	Ramp Services (Freight Fly) ASU	\$0.00	
1099	DIRECCIÓN NACIONAL DE AERONÁUTICA CIVIL - DINAC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Ramp Services ASU	\$0.00	
1100	DIRECT AIRLINE SERVICES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (WHEELCHAIRS FLL)	\$0.00	Reduced price 5%, and extended contract term 12 months.
1101	DIRECTV COLOMBIA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COOPERATION	\$0.00	
1102	DISCOVER CARD SERVICES INC.	AVIANCA, INC.	AIR CARRIER AGREEMENT TERMS AND CONDITIONS, 02 FEB 1995	\$0.00	
1103	DISCOVER CARD SERVICES INC.	TACA INTERNATIONAL AIRLINES S.A.	MERCHANT SERVICES AIRLINE AGREEMENT, 06 OCT 1992	\$0.00	
1104	DISTRIBUCION Y TRANSPORTE SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (LD) T107	\$0.00	Extend contract term by 2 months
1105	DISTRIBUCION Y TRANSPORTE SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (LD) T94	\$0.00	Extend contract term by 2 months
1106	DISTRIBUCION Y TRANSPORTE SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T98	\$0.00	Extend contract term by 2 months
1107	DISTRIBUIDORA JALAPENA, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Suministro de agua servicio abordo	\$0.00	
1108	DISTRIBUIDORA LA FLORIDA S.A.	AVIANCA COSTA RICA S.A.	Suministro de cerveza SJO	\$0.00	
1109	DLA PIPER MARTINEZ BELTRAN ABOGADOS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Legal services subscribed as of January 20th, 2020 and with an undefined term (the term is active until the process is finished).	\$19,019.28	
1110	DNATA CATERING UK LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICES OF CATERING	\$14,902.60	Waived 80% pre petition debt and payment terms
1111	DOBLEVIA TRANSPORTE SA	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 79-DC-2018	\$0.00	
1112	DOHOP EHF	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Virtual interlining	\$0.00	
1113	DOMESA NV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte de valores o efectivo necesario en Aruba	\$0.00	Reduced price 5%, and extended contract term 12 months.
1114	DONNELLEY FINANCIAL LLC	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$5,769.50 \$6,061.54	
1115	DONUCAFE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1116	DONUCOL S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1117	DONUCOL S A	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1118	DONUCOL S A	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1119	DONUCOL S A	REGIONAL EXPRESS AMÉRICAS S.A.S.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1120	DONUCOL S A	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1121	DONUFIR SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1122	DONUFIR SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1123	DONUFIR SAS	AVIANCA COSTA RICA S.A.	SERVICIO DE PAX CONTINGENCIA	\$0.00	
1124	DONUFIR SAS	AVIANCA-ECUADOR S.A.	SERVICIO DE PAX CONTINGENCIA	\$0.00	
1125	DONUTS DE OCCIDENTE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1126	DONVELA INVESTMENT SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	SERVICIO DE TRADUCCIONES OFICIALES	\$0.00	Reduced price 5%, and extended contract term 12 months.
1127	DORI PAMELA	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
1128	DORYS LOPEZ COMPANIA S EN C	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1129	DOUBLEDAY ACQUISITIONS LLC DBA CSAFE GLOBAL	TAMPA CARGO S.A.S.	NDA	\$0.00	
1130	DRACONIS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Recolección de residuos aeronaves	\$0.00	
1131	Dragon Air	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1132	DRAGON LOGISTICS CORP.	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	GSA	\$0.00	
1133	DRAGON OIL SERVICES SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Limpieza de cárcams BOG y RNG	\$0.00	Reduced price 10%, and extend contract term 24 months.
1134	DRY CLEANING MARTINIZING SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
1135	DRYPERS ANDINA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insumos higienicos Servicio a bordo Colombia	\$0.00	
1136	DTI SOFTWARE INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	IFE -SUPPLY OF INFLIGHT ENTERTAINMENT SOFTWARE	\$45,634.63	Waived 75% pre petition debt, payment terms, updated rates and extended contract for 12 months
1137	E Y V INGENIERIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONSULTORIA LEVANTAMIENTO OBSTACULOS	\$0.00	
1138	EAGLE AVIATION SERVICES SA DE CV	AVIANCA COSTA RICA S.A.	Operational Agent MEX- CUN	\$0.00	Reduced price 5%, and extended contract term 12 months.
1139	EAST CONTINENTAL SUPPLIES LLC	TAMPA CARGO S.A.S.	PROFESSIONAL SERVICES AGREEMENT	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1140	EASY TAXI PERU S.A.C.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
1141	ECO MENSAJERIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mensajería doméstica de documentos en República Dominicana.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1142	ECOLCIN S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	
1143	ECOLEGAL CONSULTORES LIMITADA	AVIANCA COSTA RICA S.A.	SERVICIO DE CONSULTORIA PARA MATRIZ REQUISITOS AMBIENTALES	\$0.00	
1144	ECONCILIADOR LUXENBOURG HOLDINGS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services subscribed as of January 14th, 2014 until January 13th, 2015, with automatic renewal for periods of one year.	\$0.00	
1145	ECS LATAM SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OPERADOR BANCARIO	\$0.00	
1146	ECSA OPERADORA EL SALVADOR SOCIEDAD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
1147	ED GAR SOCIEDAD ANONIMA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Papelería de oficina	\$0.00	
1148	EDGAR DEVIA GARCIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Bolsas Servicio abordo Colombia	\$0.00	
1149	EDGAR JAVIER TAPIA MELO	AVIANCA-ECUADOR S.A.	Instalacion y Mantenimiento del Sistema contra incendio Ecuador.	\$0.00	
1150	EDGARDO MAURICIO DIAZ BORELLY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1151	EDICOMUNICACIONES MEXICO SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TACA S.A.; TAMPACARGO S.A.S.	FACTURACION ELECTRONICA	\$18,199.79	
1152	EDILMA RODRIGUEZ PULIDO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PARA TRIPULACION NAL	\$0.00	
1153	EDILMA RODRIGUEZ PULIDO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1154	EDITORIA EL MUNDO, S.A.	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
1155	Eduardo Mendoza	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1156	Edwin Novoa	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1157	E-EXPLORA.COM SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1158	EF EDUCATION FIRST LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ENTRENAMIENTO INGLES PERSONAL	\$0.00	
1159	EFI LOGISTICS S.A DE CV	TACA INTERNATIONAL AIRLINES S.A.	Operación Logística de materiales Servicio abordo - El Salvador.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1160	EFI LOGISTICS SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	STORAGE AND ADMINISTRATION	\$0.00	
1161	Efraín Hurtado	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1162	EGYPTAIR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1163	EGYPTAIR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1164	EL AL ISRAEL AIRLINES L.T.D	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1165	EL AL ISRAEL AIRLINES L.T.D	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1166	EL AL ISRAEL AIRLINES L.T.D	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPACARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1167	EL AL ISRAEL AIRLINES L.T.D	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
1168	EL AL ISRAEL AIRLINES LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1169	EL CLAN VIAJES Y TURISMO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1170	EL DORADO INVESTMENTS SUCURSAL COLOMBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accomodation Agreement BOGOTA	\$0.00	
1171	EL ROBLES SEGUROS Y FIANZAS SA	AVIATECA, S.A.	Insurance policy 1002017	\$0.00	
1172	ELAVON FINANCIAL SERVICES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	SIGNATORY AGREEMENT, 14 JAN 2014	\$0.00	
1173	ELAVON FINANCIAL SERVICES DAC (U.K BRANCH), U.S BANK CANADA, ELAVON CANADA ; GLOBAL COLLECT SERVICES B.V; GLOBAL COLLECT B.V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Card Not Present Card Processing Agreement dated as of April 28, 2017	\$0.00	
1174	ELIAS ABRAHAM	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1175	ELI-PARK	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE CONTRACT	\$0.00	
1176	ELITURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1177	Elizabeth Rivera	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1178	EMBOTELLADORA CENTRAL S.A	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE COCA-COLA	\$0.00	
1179	EMBOTELLADORA DE SULA SA	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE BOTELLAS DE AGUA	\$0.00	
1180	EMBRAER - EMPRESA BRASILEIRA DE AER	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
1181	Emilio Chacón	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1182	EMIRATES AIRLINE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1183	EMIRATES AIRLINE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1184	EMIRATES AIRLINE	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1185	EMIRATES AIRLINE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorated agreement	\$0.00	
1186	EMIRATES AIRLINE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1187	EMPACOL INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1188	EMPAQUES BELEN SA	AVIANCA COSTA RICA S.A.	PROVISION OF SERVICES	\$0.00	
1189	EMPRESA ADMINISTRADORA DE AEROPUERT	TACA INTERNATIONAL AIRLINES S.A.	GROUND FUEL MGA	\$0.00	
1190	EMPRESA AÉREA DE SERVICIOS Y FACILITACIÓN LOGÍSTICA INTEGRAL S.A.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	COMMERCIAL CONTRACT CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA ANEXO B - LUGARES, SERVICIOS CONTRATADOS Y TARIFAS-PPN	\$0.00	
1191	EMPRESA DE TELECOMUNICACIONES DE BU	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Telefonia fija	\$202.87	
1192	EMPRESA DE TRANSPORTE DE VALORES - E.T.V. S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte de valores o efectivo necesario en Bolivia	\$0.00	
1193	EMPRESA NACIONAL DE CHEQUES M	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
1194	EMPRESA PUBLICA DE HIDROCARBUROS DE	AVIANCA-ECUADOR S.A.	FUEL SUPPLY ECUADOR	\$0.00	
1195	EMPRESA PUBLICA DE HIDROCARBUROS DE	TACA INTERNATIONAL AIRLINES S.A.	FUEL SUPPLY ECUADOR	\$0.00	
1196	EMPRESA PUBLICA DE HIDROCARBUROS DE	TAMPA CARGO S.A.S.	FUEL SUPPLY ECUADOR	\$0.00	
1197	EMPRESA PUBLICA DE HIDROCARBUROS DE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FUEL SUPPLY ECUADOR	\$0.00	
1198	EMPRESARIALES S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 161-DC-2017	\$0.00	
1199	EMPRESARIALES S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	
1200	EMPRESAS BERTHIER EBI DE COSTA RICA	AVIANCA COSTA RICA S.A.	Recolección de Basuras Star y Uruca	\$0.00	
1201	Enel Distribución Chile S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Utilities SCL	\$0.00	
1202	ENERGIZAR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.	GENERAL AGREEMENT 12105028	\$0.00	Extended contracts 12 months
1203	Enrique Alvarez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
1204	ENTREGAS ESPECIALES S.A.	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES No. 47-DC-2017	\$10,425.10	Waived 30% pre-petition debt and Payment Terms
1205	EOLA POWER LLC	AVIANCA, INC.	Mantenimiento de UPS MIA	\$0.00	Reduced price 10%, and extend contract term 24 months.
1206	EQUIPOS DE SALUD OCUPACIONAL S	SERVICIO TERRESTRE, AEREO Y RAMPA S.A.	Suministro de EPPS - Costa Rica	\$0.00	Reduced price 5%, and extended contract term 12 months.
1207	EQUIRENT SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TAMPA CARGO S.A.S.	Renta de vehículos Colombia	\$0.00	
1208	Egyptair Airlines Company	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
1209	ERGOSS LOGICIELS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Software de seguridad operacional	\$0.00	
1210	ESCAPAR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	Servicio de Metabucar	\$0.00	
1211	ESCOBAR OSPINA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1212	ESEBESA S.A. DE C.V	TACA INTERNATIONAL AIRLINES S.A.	Servicio de servicio de agua potable	\$0.00	
1213	ESGUERRA ASESORES JURIDICOS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1214	ESTRELLA ANDINA SAS	AVIANCA COSTA RICA S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1215	ESTRELLA ANDINA SAS	AVIANCA-ECUADOR S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1216	ESTRELLA ANDINA SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1217	ESTRELLA ANDINA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1218	ESTUDIO PIÑEIRO Y ORSELLI	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Auditoria de Estados 20.01.2020	\$0.00	
1219	ESTUDIO PIÑEIRO Y ORSELLI	AVIANCA COSTA RICA S.A.	Auditoria de Estados 20.01.2020	\$0.00	
1220	ESTUDIO PIÑEIRO Y ORSELLI	TAMPA CARGO S.A.S.	Auditoria de Estados 20.01.2020	\$0.00	
1221	ETHIOPIAN AIRLINES ENTERPRISE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1222	ETHIOPIAN AIRLINES ENTERPRISE	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1223	ETHIOPIAN AIRLINES ENTERPRISE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
1224	ETHIOPIAN AIRLINES ENTERPRISE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1225	Ethiopian Airlines Group (ShebaMiles Program)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
1226	ETIHAD AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	CODE SHARE ABU DHABI	\$0.00	
1227	ETIHAD AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1228	ETIHAD AIRWAYS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1229	ETIHAD AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
1230	ETIHAD AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1231	ETILABEL INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de etiquetas operativas	\$0.00	Reduced price 10%, and extend contract term 24 months.
1232	EULEN CHILE SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento Correctivo y Fumigación Chile -	\$0.00	
1233	EUROCON LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement DORAL	\$0.00	Reduced price 5%, and extended contract term 12 months.
1234	EUROCONTINENTES AGENCIA D	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1235	EUROPEAN CARGO SERVICES	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN AUSTRIA AND FRANCE	\$0.00	
1236	EUROWINGS GMBH	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
1237	EUROWINGS GMBH	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1238	EUROWINGS GMBH	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	
1239	Eva Airways Corporation	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A. AVIATECA S.A. TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
1240	EVA AIRWAYS CORPORATION	TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE TAIWAN	\$0.00	
1241	EVA AIRWAYS CORPORATION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1242	EVA AIRWAYS CORPORATION	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1243	EVA AIRWAYS CORPORATION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
1244	EVA AIRWAYS CORPORATION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1245	EVERFIT SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	Dotación corporativa	\$0.00	Extended contract until Dec 2024
1246	EVERFIT SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 117DC-2019	\$0.00	Extended contract until Dec 2024

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1247	EVERFIT SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 28DC-2017	\$0.00	Extended contract until Dec 2024
1248	EVERFIT SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 56DC-2018	\$0.00	Extended contract until Dec 2024
1249	EVERFIT SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 81DC-2018	\$0.00	Extended contract until Dec 2024
1250	EXCO, S.A DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Papelería de oficina	\$0.00	
1251	EXCURSIONES AMISTAD SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1252	EXCURSIONES TURISTICAS EXTUR L'ALIANXA LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1253	EXITO VIAJES Y TURISMO SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1254	EXPERTOS SEGURIDAD LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Seguridad de Aeropuertos	\$0.00	
1255	EXPERTS TECHNOLOGY SAS	TAMPA CARGO S.A.S.	Mantenimiento ascensores COL	\$0.00	Reduced price 5%, and extended contract term 12 months.
1256	EXPRECO S DE RL	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Equipajes Honduras	\$0.00	
1257	EXPRESO VIAJES Y TURISMO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1258	EXYWORK SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de sellos	\$0.00	
1259	F24 SERVICIOS DE COMUNICACION SL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Base para la notificación, activación y administración de las crisis y emergencias aéreas de AVH	\$0.00	
1260	FABRICA DE ALIMENTOS PROCESADOS VEN	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1261	FABRICA DE LICORES Y ALCOHOLES DE ANTIOQUIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COOPERATION 68-DC-2017	\$1,187.56 \$4.04	
1262	FACEBOOK IRELAND LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.	NDA	\$308,000.00	
1263	FACTOR DIGITAL TR3S CA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 09-DC-2017	\$0.00	Reduced price 10%, and extend contract term 24 months.
1264	FADEVEVA LTDA FABRICA DE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE PAPEL ALUMINIO	\$0.00	
1265	FAGAVI SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Insumos de Limpieza de El Salvador	\$0.00	Reduced price 5%, and extended contract term 12 months.
1266	FALCON AIRPORT SERVICES LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (WHEELCHAIRS MCO) 95-DC-2019	\$5,324.00	
1267	FANTURS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1268	FAST COLLECTION & DELIVERY SERVICES	TAMPA CARGO S.A.S.	Cargo Handling AUA	\$0.00	Reduced price 10%, and extend contract term 24 months.
1269	FAST COLOMBIA S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	COMMERCIAL CONTRACT CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA ANEXO B - LUGARES, SERVICIOS CONTRATADOS Y TARIFAS-BOG	\$0.00	
1270	FAST COLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at BOG,BAQ,CTC,SMR,RCH,PELLET,CUC,BGA ,CLO,MTR stations. Effective and valid from Mar/1st/2020	\$0.00	
1271	FAST DELIVERY SERVICES N.V.	AVIANCA-ECUADOR S.A.	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Aruba para Comex&Log AV.	\$0.00	Reduced price 10%, and extend contract term 24 months.
1272	FAST GARAGE DOOR CORP	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1273	FAST MAIL SOCIEDAD ANONIMA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FRANCHISE AVX FR 907	\$0.00	
1274	FAST MAIL SOCIEDAD ANONIMA	LATIN LOGISTICS, LLC	FRANCHISE AVX FR820	\$0.00	
1275	FEDERACION COLOMBIANA DE FUTBOL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SPONSORSHIP	\$0.00	
1276	FEDERAL EXPRESS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) esencial necesarios en USA.	\$0.00	
1277	FEDERAL EXPRESS CORPORATION	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1278	FEDEX FREIGHT INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicios agencia de carga necesarios en USA	\$0.00	
1279	FEELING THE WORLD SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1280	Felipe Cruz	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1281	Felipe Gómez	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1282	Fernando Antonio Lara Villatoro	AVIANCA HOLDINGS S.A.	Employment Agreement	\$0.00	
1283	FERRERE ABOGADOS	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of october 30th, 2017 and with an undefined term (legal aeronautic counseling).	\$0.00	
1284	FERRERE ABOGADOS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of august 8th, 2019 with an undefined term. (labor law)	\$0.00	
1285	FERRERE ABOGADOS ECUADOR FEREC S.A.	AVIANCA-ECUADOR S.A.	Provision of Services for legal services subscribed as of december 30th, 2019 and with an undefined term (the term is active until the process is finished).	\$0.00	
1286	FERRERE ABOGADOS ECUADOR FEREC S.A.	AVIANCA-ECUADOR S.A.	Provision of Services for legal services subscribed as of december 30th, 2019 and with an undefined term (the term is active until the process is finished).	\$0.00	
1287	FERRERERIA HERRAMIENTAS Y LAMINAS S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Herramientas de Iluminacion	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1288	FERRERIA HERRAMIENTAS Y LAMINAS S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Herramientas de lubricacion	\$0.00	
1289	FERVA DEL NORTE SA	SERVICIO TERRESTRE, AEREO Y RAMPA S.A.	Insumos de Limpieza Costa Rica	\$0.00	
1290	FESTIVAL TOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1291	FICHO SA TARJETAS NICARAGUA SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.	CONTRATO DE AFILIACION A SERVICIOS DE ADQUIRENCIA, 13 AUG 2019	\$0.00	
1292	FID CTA ING FID AIJS 3045	AVIANCA COSTA RICA S.A.	Multas derrame en Rampa	\$0.00	
1293	FIDEICOMISO 62 550 11	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement MONTEVIDEO	\$0.00	
1294	FIDEICOMISO G H BOGOTA - FIDUBOGOTA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accomodation Agreement BOGOTA	\$0.00	
1295	FIDELITY INVERSIONES SOCIEDAD ANONI	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	Reduced price 10%, and extend contract term 24 months.
1296	FIDUCIARIA BANCOLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	F-1528 PARTE I SOLICITUD DE AFILIACION A ACEPTACION DE PAGOS BANCOLOMBIA S.A., 19 SEP 2019	\$0.00	
1297	FIGURETTI S.A.	AVIANCA-ECUADOR S.A.	Supply of glasses	\$0.00	
1298	FILESTORAGE SA	AVIANCA-ECUADOR S.A.	Manejo y Custodia de Archivo	\$0.00	
1299	FINEX AUDIT SC	AVIANCA COSTA RICA S.A.	Auditoria de Estados Financieros 17.01.2020	\$0.00	
1300	FINEX AUDIT SC	AVIANCA-ECUADOR S.A.	Auditoria de Estados Financieros 17.01.2020	\$0.00	
1301	FINEX AUDIT SC	TACA INTERNATIONAL AIRLINES S.A.	Auditoria de Estados Financieros 17.01.2020	\$0.00	
1302	Finnair	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1303	FINNAIR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1304	FINNAIR AIRLINES LIMITED	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1305	FIRST IN SERVICE COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1306	FIRSTDATA ARGENTINA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ALTA O MODIFICACION DE COMERCIO	\$0.00	
1307	FIRSTDATA URUGUAY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Credit Card Processing/Payment Methods	\$0.00	
1308	FLASH EXPRESSO SERVICES LLC	LATIN LOGISTICS, LLC	AGENCY - AG105 Regular Agency Agreement	\$0.00	
1309	FLEX PANAMA INC	LATIN LOGISTICS, LLC	FRANCHISE AVX D01	\$0.00	
1310	FLEX PANAMA INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FRANCHISE AVX FR 912	\$0.00	
1311	FLEX PANAMA INC	LATIN LOGISTICS, LLC	FRANCHISE AVX FR 912	\$0.00	
1312	FLEX PANAMA INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FRANCHISE D01	\$0.00	
1313	FLIGHT SAFETY FOUNDATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1314	FLUIDSIGNAL GROUP SA; FLUID ATTACKS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Pruebas de seguridad	\$0.00	Reduced price 10%, and extend contract term 24 months.
1315	FLUKE CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE COACHING	\$564.00	
1316	FLYDUBAI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1317	FLYING FOOD GROUP LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 31 DC 2020	\$306,936.00	Waived 10% pre petition debt and payment terms.
1318	FLYUS MARKETING LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
1319	FOMATOURS EU	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1320	FORWARD AIR	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1321	FORWARD AIR INC.	TAMPA CARGO S.A.S.	Transporte terrestre interestatal de carga	\$149,107.00	Waived 33% pre-petition and Payment Terms
1322	FRAMIKA SERVICE SAC	TAMPA CARGO S.A.S.	Cloud Maintenance Service	\$0.00	
1323	FRAMIKA SERVICE SAC	TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
1324	FRANCISCO EMIRO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1325	FRANQUICIAS ALIMENTARIAS SA	AVIANCA COSTA RICA S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$70.12	
1326	FRANQUICIAS ALIMENTARIAS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1327	FRANQUICIAS Y CONCESIONES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1328	FRANQUICIAS Y CONCESIONES SAS	AVIANCA COSTA RICA S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1329	FRANQUICIAS Y CONCESIONES SAS	AVIANCA-ECUADOR S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1330	FRANQUICIAS Y CONCESIONES SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1331	FRAPORT BRASIL S.A AEROPORTO DE POR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1332	Frederico Miguel Preza Pedreira Elias da Costa	AVIANCA HOLDINGS S.A.	Contrato de Trabajo a Termino Indefinido Con Salario Integral	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1333	Frederico Miguel Preza Pedreira Elias da Costa	AVIANCA HOLDINGS S.A.	Professional Services Master Agreement	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to the Counterparty, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to the Counterparty, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
1334	FREIDENBERG, FREIDENBERG & LIFSIC ABOGADOS	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of october 24th, 2017 and with an undefined term (legal aeronautic counseling).	\$0.00	
1335	FREY ALBERTO ZAMORA CALDERON	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1336	FRIO AEREO ASOCIACION CIVIL	TAMPA CARGO S.A.S.	Warehouse services LIM	\$0.00	
1337	FROSCH COLOMBIA S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1338	FTI CONSULTING INC	AVIANCA HOLDINGS S.A.	Provision of services	\$0.00	
1339	FULLPACKING SA	AVIANCA-ECUADOR S.A.	Suministro de Air sickbag	\$0.00	Reduced price 10%, and extend contract term 24 months.
1340	FULLPACKING SA	AVIANCA-ECUADOR S.A.	Suministro guantes de nitrilo	\$0.00	Reduced price 10% and extend contract term 24 months.
1341	FUMIGACIONES 24 HORAS LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Fumigación Archivo Colombia	\$0.00	
1342	FUMIGACIONES TKC S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	Reduced price 5%, and extended contract term 12 months.
1343	FUMIGADORA PROFESIONAL TN SOCIEDAD	AVIANCA COSTA RICA S.A.	Fumigación de Aeronaves Costa Rica	\$0.00	Reduced price 10%, and extend contract term 24 months.
1344	FUNDACION CENTRO GUATEMALTECO DE PR	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE CONSULTORIA PARA MATRIZ REQUISITOS AMBIENTALES	\$0.00	
1345	FUNES DE RIOJA Y ASOCIADOS G Y A CONSTRUCTORES SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
1346		TACA INTERNATIONAL AIRLINES S.A.	Obras Menoras SAL	\$0.00	
1347	Gabriel Oliva	AVIANCA HOLDINGS S.A.; TAMPA CARGO LOGISTICS, INC.	Employment Agreement	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to Mr. Neuhauser, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to Mr. Neuhauser, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
1348	GABRIEL ORTIZ Y CIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1349	Gabriel Serrano	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for Project Sunrise	\$0.00	
1350	GALAVANTA TRAVEL SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1351	GALLOWAY OFFICE SUPPLY INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1352	GALLOWAY OFFICE SUPPLY INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Papelería de oficina	\$0.00	Reduced price 5%, and extended contract term 12 months.
1353	GALVEZ, RISSO, ZEGARRA AND ASOCIADO	AVIANCA-ECUADOR S.A.	Provision of Services for legal services subscribed as of January 27th, 2019 and with an undefined term (the term is active until the process is finished).	\$0.00	
1354	Garuda Indonesia	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
1355	GASEOSAS POSADA TOBON S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 283 DC 2017	\$0.00	
1356	Gastón Arcaí	AVIANCA COSTA RICA S.A.	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1357	GASTRONOMIA ITALIANA EN COLOMBIA SAS	AVIANCA COSTA RICA S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1358	GASTRONOMIA ITALIANA EN COLOMBIA SAS	AVIANCA-ECUADOR S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1359	GASTRONOMIA ITALIANA EN COLOMBIA SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1360	GASTRONOMIA ITALIANA EN COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1361	GASTRONOMIA NANKA PERU SAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
1362	GASTRONOMIA NANKA PERU SAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
1363	GATE GOURMET INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICES OF CATERING	\$0.00	Waived 100% pretetition debt and Updated rates
1364	GATE GOURMET LTDA- GATE GOURMET INC - GATE GOURMET SPAIN SL-GATE GOURMET & MAASA MEXICO S A P I - GATE GOURMET PERU SRL-GATE GOURMET ARGENTINA SRL- GATE GOURMET ARGENTINA SRL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMERICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICES OF CATERING	\$0.00	Waived 100% pretetition debt and Updated rates
1365	GBG HOLDINGS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 601260123	\$0.00	
1366	GBG HOLDINGS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 604853649	\$0.00	
1367	GBG HOLDINGS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 604853753	\$0.00	
1368	GBG HOLDINGS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 604854132	\$0.00	
1369	GBT TRAVEL SERVICES COLOM	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1370	GBT US III LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1371	GBT A - Global Business Travel Association, Inc.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Sponsorship contract	\$0.00	
1372	GEMA TOURS SA SUCURSAL SAN ANDRES Y	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1373	GENERAL AIR SERVICES GSA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	GCSA (general cargo sales agent) 01.06.2011	\$0.00	
1374	GENERAL AIR, S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling GYE	\$0.00	
1375	GENERAL AIRLINE SERVICES SL	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN SPAIN	\$0.00	
1376	GEOCYCLE EL SALVADOR SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Recoleccion de residuos SAL	\$0.00	Reduced price 5%, and extended contract term 12 months.
1377	GEOCYCLE LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Recoleccion de residuos Colombia	\$0.00	Reduced price 5%, and extended contract term 12 months.
1378	GESTION DE RIESGO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1379	GESTION INTEGRAL Y PREVENCIÓN DE RI	AVIATECA, S.A.	Pruebas de alcohol y drogas	\$0.00	
1380	GESTIVALOR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1381	GESTORES TALENTO HUMANO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PRUEBAS PSICOLOGICAS	\$0.00	
1382	GETCOM COLOMBIA SAS	LATIN LOGISTICS, LLC	Prestación de servicios contact center 18.11.2018 - Contrato Marco de Prestación de Servicios de Contact center celebrado entre Aerovias del Continente Americano S.A. Avianca, Latin Logistics LLC, y Getcom Colombia S.A.S.	\$0.00	Payment terms, as provided in the agreement entitled "Acuerdo de Condiciones Temporales" with Aerovias del Continente Americano S.A. Avianca and its subsidiaries Taca International Airlines S.A., Avianca Costa Rica S.A., Avianca Ecuador S.A., Tampa Cargo S.A.S., and Latin Logistics LLC, dated as of July 15, 2020 (the "ACT Contract")
1383	GETCOM COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Prestación de servicios contact center 18.11.2018 - Contrato Marco Contact Center celebrado entre Getcom Colombia S.A.S y Avianca S.A., Taca International Airlines S.A., Avianca Costa Rica S.A. (Antes Lacsas), Avianca Ecuador S.A. (Antes Aerogal) y Tampa Cargo S.A.	\$0.00	Payment terms, as provided in the ACT Contract
1384	GETCOM INTERNATIONAL SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Prestación de servicios contact center 14.11.2018 - Contrato Marco Contact center celebrado entre Getcom Internacional S.A de CV y Avianca S.A., Taca International Airlines S.A., Avianca Costa Rica S.A. (Antes Lacsas), Avianca Ecuador S.A. (Antes Aerogal) y Tampa Cargo S.A.	\$1,510,470.00	Payment terms, as provided in the ACT Contract
1385	GETCOM SERVICIOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; LATIN LOGISTICS, LLC	Prestación de servicios contact center 18.11.2018 - Contrato Marco Contact center celebrado entre Getcom Servicios SAS y Avianca S.A., Taca International Airlines S.A., Avianca Costa Rica S.A. (Antes Lacsas), Avianca Ecuador S.A. (Antes Aerogal) y Tampa Cargo S.A.S	\$0.00	Payment terms, as provided in the ACT Contract
1386	GETCOM SERVICIOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Prestación de servicios contact center y servicios BPO 18.11.2018	\$0.00	Payment terms, as provided in the ACT Contract
1387	GILBERTO MORA GONZALEZ	TAMPA CARGO S.A.S.	NDA	\$0.00	
1388	Gina Fonseca	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1389	Giovanny Bohorquez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1390	GIRAG PANAMA S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA S.A.; TAMPA CARGOS S.A.S.	Line maintenance Agreement for PTY station. Date of agreement September 1st 2010	\$0.00	
1391	GIRAG PANAMA S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	RAMP SERVICE PTY	\$0.00	2 year extension, waive of the PPD and 5% discount
1392	GIRAG PANAMA S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Ramp Services PTY	\$0.00	
1393	GIRAMUNDO S.A.S.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1394	GIRATUR SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1395	GLADYS MARIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Food for pax compensation	\$0.00	
1396	GLOBAL AIR SERVICE NICARAGUA SOCIED	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	CARGO GROUND TRANSPORTATION AGREEMENT	\$0.00	
1397	GLOBAL AVIATION INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (PAX YYZ)	\$0.00	
1398	GLOBAL CARGO ALLIANCE CORP	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1399	GLOBAL COLLECT SERVICES B	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	FRAMEWORK AGREEMENT, 10 JAN 2017	\$0.00	
1400	GLOBAL COLLECT SERVICES B.V., GLOBAL COLLECT B.V.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER PAYMENT SOLUTION	\$0.00	
1401	GLOBAL COLLECT SERVICES B.V., GLOBAL COLLECT B.V.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER PAYMENT SOLUTION	\$0.00	
1402	GLOBAL COLLECT SERVICES B.V., GLOBAL COLLECT B.V.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER PAYMENT SOLUTION	\$0.00	
1403	GLOBAL COLLECT SERVICES B.V., GLOBAL COLLECT B.V.	AVIANCA COSTA RICA S.A.	SERVICE PROVIDER PAYMENT SOLUTION	\$0.00	
1404	GLOBAL COLLECT SERVICES B.V., GLOBAL COLLECT B.V.	AVIANCA COSTA RICA S.A.	SERVICE PROVIDER PAYMENT SOLUTION	\$0.00	
1405	GLOBAL COLLECT SERVICES B.V., GLOBAL COLLECT B.V.	TACA INTERNATIONAL AIRLINES S.A.	SERVICE PROVIDER PAYMENT SOLUTION	\$0.00	
1406	GLOBAL COMMUNICATIONS EL SALVADOR	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE TELEFONIA FIJA	\$0.00	Reduced price 5%, and extended contract term 12 months.
1407	GLORIA CECILIA BOHORQUEZ ZULETA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PARA TRIPULACION NAL	\$0.00	
1408	GLORIA STHER ESCOBAR PEÑA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1409	GLORIA STHER ESCOBAR PEÑA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PARA TRIPULACION NAL	\$0.00	
1410	GMD AIRLINE SERVICE INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Ramp and passanger services SJO	\$75,900.00	Waived 45% pre-petition debt payment terms, 2 years extention
1411	GMD AIRLINE SERVICE INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.	Seguridad Aeroporturia Puerto Rico AGENCY - AG107 Multibrand Agency Agreement	\$128,144.00	Extended contract period 36 month
1412	GOALBOX LLC	LATIN LOGISTICS, LLC		\$0.00	
1413	GODDARD CATERING GROUP CAYMAN LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICES OF CATERING	\$0.00	
1414	GOL LINHAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	CODE SHARE RIO DE JANUARYEIRO	\$0.00	
1415	GOL LINHAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
1416	GOL LINHAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
1417	GOL LINHAS AEREAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
1418	GOLD EAGLE TRANSPORTATION INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1419	GOMEZ PINZON ZULETA ABOGADOS S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of march 1st, 2020 with an undefined term.	\$0.00	
1420	GONZALEZ MATIAS ALEJANDRO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mensajería doméstica de documentos en Argentina.	\$0.00	
1421	GOODRICH CORPORATION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Aircraft component repair services A318/A319/A320 CEO Charge per Aircraft Landing Agreement (13ATA320)	\$0.00	
1422	GOODRICH MESSIER INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Aircraft component repair services A321 Charge Per Aircraft Landing Agreement (16WBATA321)	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1423	GOODRICH MESSIER INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Wheels and Brakes Maintenance contract for A330 fleet Feb 2018	\$0.00	
1424	Google INC	TACA INTERNATIONAL AIRLINES S.A.	Acuerdo de Servicio de Google Advertising 100000000063020	\$0.00	
1425	Google INC	TACA INTERNATIONAL AIRLINES S.A.	Acuerdo de Servicio de Publicidad de Google 831554086779291	\$0.00	
1426	Google INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	DATA LICENSE AND USE AGREEMENT	\$828,103.70 ¹	
1427	Google INC	TACA INTERNATIONAL AIRLINES S.A.	Google Advertising Service Agreement 402489470456358	\$0.00	
1428	Google INC	TACA INTERNATIONAL AIRLINES S.A.	Google Advertising Service Agreement 594451550305963	\$0.00	
1429	Google INC	TACA INTERNATIONAL AIRLINES S.A.	Google Advertising Service Agreement 949060000299528	\$0.00	
1430	Google Inc. Estable como afiliados a Google Ireland Limited, Google Asia Pacific Pte. Ltd (DoubleClick)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	DOUBLECLICK ADVERTISING AND GOOGLE ANALYTICS 360 SUITE PLATFORM AGREEMENT	\$0.00	
1431	Google LLC	AVIANCA-ECUADOR S.A.	Acuerdo de Servicio de Google Advertising 1000000000189240	\$0.00	
1432	Google LLC	AVIANCA-ECUADOR S.A.	Acuerdo de Servicio de Google Advertising 1000000000189240	\$0.00	
1433	Google LLC	AVIANCA COSTA RICA S.A.	Acuerdo de Servicio de Google Advertising 1000000000191270	\$0.00	
1434	Google LLC	TACA INTERNATIONAL AIRLINES S.A.	Acuerdo de Servicio de Google Advertising 1000000000191400	\$0.00	
1435	Google LLC	TACA INTERNATIONAL AIRLINES S.A.	Acuerdo de Servicio de Google Advertising 1000000000191400	\$0.00	
1436	Google LLC	TACA INTERNATIONAL AIRLINES S.A.	Programa de publicidad de Google 56182	\$0.00	
1437	Google LLC (DoubleClick)	AVIANCA COSTA RICA S.A.	AFFILIATE ADOPTING AGREEMENT - adhesión a contrato de AV Colombia	\$0.00	
1438	Google LLC (DoubleClick)	AVIANCA-ECUADOR S.A.	AFFILIATE ADOPTING AGREEMENT - adhesión a contrato de AV Colombia	\$0.00	
1439	Google LLC (DoubleClick)	TACA INTERNATIONAL AIRLINES S.A.	ORDER FORM - DoubleClick Bid Manager Service	\$0.00	
1440	Google LLC (DoubleClick)	TACA INTERNATIONAL AIRLINES S.A.	ORDER FORM - DoubleClick Rich Media Service for Advertisers	\$0.00	
1441	Google LLC (DoubleClick)	TACA INTERNATIONAL AIRLINES S.A.	ORDER FORM - DoubleClick Search for Advertisers/Agencies Service	\$0.00	
1442	Google LLC (DoubleClick)	TACA INTERNATIONAL AIRLINES S.A.	ORDER FORM - DoubleClick Campaign Manager for Advertisers Service	\$0.00	
1443	GPC SYSTEMS LTD (GPC)	TAMPA CARGO S.A.S.	NDA	\$0.00	
1444	GPO.AEROPORTUARIO DEL PACIFICO.S.A.C.V.	AERO TRANSPORTE DE CARGA UNIÓN S.A. DE C.V.	Contrato Mercantil para la prestación de Servicios Aeroportuarios - SAE-01-04	\$0.00	
1445	GRACIELA DEL ROSARIO	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE TRADUCCIONES OFICIALES	\$0.00	
1446	GRACO PACK DE CENTROAMERICA S.A. (U)	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Vasos plasticos SAL	\$1,149.12	
1447	GRAHAM THOMPSON & CO	AVIANCA HOLDINGS S.A.	Legal Services to Avianca Holdings and Avianca S.A.	\$22,884.66	
1448	GRAN AIRPORT SUPPORT SERVICE & GEN	AVIANCA, INC.	Servicio de Limpieza Puerto Rico	\$0.00	
1449	GRAN COLOMBIA DE AVIACIÓN S.A.S.GCA AIRLINES	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	COMMERCIAL CONTRACT CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA ANEXO B - LUGARES, SERVICIOS CONTRATADOS Y TARIFAS DE ENERO DE 2008. CLO-BGA-CTG-BAQ	\$0.00	
1450	GRAN HOTEL DEL COCA CUENTAS EN PART	AVIANCA-ECUADOR S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1451	GRANDES COMPLEJOS SRL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Lease Agreement MVD	\$0.00	
1452	GREAT AMERICAN INSURANCE COMPANY	TAMPA CARGO S.A.S.	Insurance policy 376228202	\$0.00	
1453	GREATER ORLANDO AVIATION AUTHORITY	AVIANCA, INC.	Airport Facilities MCO	\$63.00	
1454	GREEN GOLF SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representation Agreement	\$0.00	
1455	GREENPACK S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Bags and boxes supplies	\$0.00	
1456	GRELLAUD Y LUQUE ABOGADOS S.R.L.	AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of January 13th, 2003 and with an undefined term (the term is active until the process is finished and the judge pledges in favor of Avonca).	\$348,258.03	
1457	GROUND MOTIVE DEPENDABLE AIRLINE SERVICES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling SJO	\$0.00	Waived 45% pre-petition debt payment terms, 2 years extension
1458	GRUPO AEROALAS S R L	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	Cargo Handling LPB-VVI	\$0.00	
1459	GRUPO AR S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1460	GRUPO EMPRESARIAL MAMUT S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1461	GRUPO EMPRESARIAL PARA MANTENIMIENTO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Jabón Servicio abordo para Colombia	\$0.00	Reduced price 5%, and extended contract term 12 months.
1462	GRUPO GIRA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1463	GRUPO GLOBAL LEGIONS SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	

¹ The Debtors shall pay the cure amount in three (3) equal monthly payments over the three (3) consecutive months immediately following confirmation of the Plan.

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1464	GRUPO HOTELERO MAR Y SOL S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement CARTAGENA	\$0.00	Reduced price 10%, and extend contract term 24 months.
1465	GRUPO JUPAWISS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1466	GRUPO KAJUYALI SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1467	GRUPO MANTECH SOCIEDAD ANONIMA DE C	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento Datacenter	\$0.00	Reduced price 10%, and extend contract term 24 months.
1468	GRUPO MANTECH SOCIEDAD ANONIMA DE C	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento Datacenter	\$0.00	Reduced price 10%, and extend contract term 24 months.
1469	GRUPO MANTECH SOCIEDAD ANONIMA DE C	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento de UPS	\$0.00	Reduced price 10%, and extend contract term 24 months.
1470	Grupo Mexicano de Seguros S.A. de C.V.	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Insurance policy 01-33-07000353-0000-01	\$0.00	
1471	Grupo Mexicano de Seguros S.A. de C.V.	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Insurance policy 01-33-07000353-0000-01	\$0.00	
1472	Grupo Mexicano de Seguros S.A. de C.V.	TAMPA CARGO S.A.S.	Insurance policy 7001181	\$0.00	
1473	Grupo Mexicano de Seguros S.A. de C.V.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 7001458	\$0.00	
1474	Grupo Mexicano de Seguros S.A. de C.V.	AVIANCA COSTA RICA S.A.	Insurance policy 7001460	\$0.00	
1475	Grupo Mexicano de Seguros S.A. de C.V.	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 7001808	\$0.00	
1476	GRUPO REPCON GRUPOCON SA	AVIANCA-ECUADOR S.A.	Transporte terrestre de carga esencial Europa	\$0.00	Reduced price 5%, and extended contract term 12 months.
1477	GRUPO SEVEN SEAS SAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
1478	GRUPO SLAM SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1479	GRUPO TURISTICO COLOMBIANO OVER S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1480	GRUPO VDT COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1481	GRUPO WAYIU SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1482	GRUPO WELCOME S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1483	GRUPO YACORD SERVICIOS CONTABLES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Facturación electronica	\$0.00	Waived 100% pretetition debt and reduced price
1484	GSA Express Travel Service CO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$10,867.53	
1485	GSR SERVICES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Manlift MIA	\$0.00	Reduced price 10%, and extend contract term 24 months.
1486	GT TRAVEL AND SERVICES	LATIN LOGISTICS, LLC	AGENCY - AG465 Regular Agency Agreement	\$0.00	
1487	GUALOTUNA & GUALOTUNA CIA. LTDA.	AVIANCA-ECUADOR S.A.	Mantenimiento aires acondicionado Ecuador	\$0.00	Reduced price 5%, and extended contract term 12 months.
1488	GUAMAFLO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement BUENOS AIRES	\$0.00	Reduced price 5%, and extended contract term 12 months.
1489	GUANES, HEISECKE & PIERA	AVIANCA HOLDINGS S.A.; AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of october 24th, 2017 and with an undefined term (legal aeronautic counseling).	\$0.00	
1490	GUERRERO Y PRADO ASESORES S L	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO BPO NOMINA	\$0.00	
1491	Gulf Air	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
1492	GULF AIRLINES S.A.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1493	GUSTAVO A. FERNANDEZ VELEZ S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1494	HESSERS & ZONEN INTERNATIONAL TRANSPORT N.V.	TAMPA CARGO S.A.S.	Transporte terrestre de carga esencial Europa	\$25 004.25	
1495	HABITEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1496	Hahn Air	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1497	HAHN AIR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
1498	Hainan Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1499	Hawaiian Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1500	HAWAIIAN AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1501	HAWAIIAN AIRLINES INC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1502	Haydee Monge	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1503	HECTOR FABIAN BRAVO ARANCIBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1504	HELADOS DE CENTROAMERICA, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Suministro de leches GUA	\$0.00	
1505	HELIOS TECHNOLOGY & INNOVATION SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CCTV	\$92,739.00	
1506	HEMISFERIO TOURS Y CIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1507	HERMES SA DE CV	LATIN LOGISTICS, LLC	FRANCHISE AVX D02	\$0.00	
1508	Hernando Villa Restrepo	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1509	HIDROTECNIA DE EL SALVADOR S.A	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Sistema contra incendios ATO SAL	\$0.00	
1510	HILDA ARACELY HERNANDEZ SOLORZANO	ISLEÑA DE INVERSIONES, S.A. DE C.V.	PROVISION OF SERVICES	\$0.00	
1511	HISPANO SERVICES AND TRAVEL LLC	LATIN LOGISTICS, LLC	AGENCY - AG425 Regular Agency Agreement	\$0.00	
1512	HISPANO SERVICES AND TRAVEL LLC	LATIN LOGISTICS, LLC	GROUND DISTRIBUTION OF CARGO AND COURIER	\$0.00	
1513	HISPANO SERVICES AND TRAVEL LLC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1514	HITACHI VANTARA COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Storage por demanda	\$0.00	Waived 100% pretetition debt and reduced price
1515	HK5 ENTERPRISES INC	LATIN LOGISTICS, LLC	AGENCY - AG104 Regular Agency Agreement	\$0.00	
1516	HOLIDAY INN	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE LAX	\$0.00	
1517	Holiday Inn Express San Jose Airport	AVIANCA COSTA RICA S.A.	PROVISION OF SERVICES	\$53,843.10	
1518	HOME AND INSURANCE COMPANY OF NEW YORK	AVIANCA, INC.	Insurance policy 793009566	\$0.00	
1519	HONEYWELL INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	APU Repair Services 331-350 APU Flat Rate Repair Agreement (ref. SFDC 249961DA)	\$6,746.21 \$0.00	
1520	HONEYWELL INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	APU Repair Services Amendment No. 1 to 331-350 APU Flat Rate Repair Agreement ref. SFDC 249961DA (ID CW2696180)	\$0.00	
1521	HONEYWELL INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Avionics Repair Software for ATEC Shop in RNG MRO / Ref QMS-67241 / Signature Date 21/NOV/16	\$0.00	
1522	HONEYWELL INTERNATIONAL INC	AVIANCA-ECUADOR S.A.	COON RAPID	\$0.00	
1523	HONEYWELL INTERNATIONAL INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PHOENIX	\$0.00	
1524	HONEYWELL INTERNATIONAL INC	TACA INTERNATIONAL AIRLINES S.A.	PHOENIX	\$0.00	
1525	HONG KONG AIR CARGO CARRIER LIMITED	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1526	Hong Kong Airlines Limited	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1527	HONG KONG AIRLINES LIMITED	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1528	HONG KONG EXPRESS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1529	HOP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1530	HOPPER COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1531	HORACIO LUIS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1532	HOSPITALITY DORAL LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement MIAMI	\$0.00	Reduced price 10%, and extend contract term 24 months.
1533	HOST INTERNATIONAL CANADA LTD	AVIANCA COSTA RICA S.A.	Food for pax compensation	\$42.59	
1534	HOSTWAY TRAVEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1535	HOTEL AEROPUERTO S.A.S. (MARRIOTT)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Acuerdo Comercial -courtyard Bogotá 2019- 31/12/2017	\$543.84	
1536	HOTEL ANDINO ROYAL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1537	HOTEL HABITEL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Carta de adjudicación para el servicio de alojamientocon habitel sas- hotel habitel (en adelante el "proveedor"). 07/01/2020	\$1,182.26	
1538	HOTEL HACIENDA ROYAL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1539	HOTEL LA BOHEME LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1540	HOTEL LAGOON SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Accommodation Agreement MEDELLIN	\$0.00	Reduced price 5%, and extended contract term 12 months.
1541	HOTEL METROTEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1542	HOTEL ORO VERDE SA HOTVER	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement GUAYAQUIL	\$0.00	Reduced price 5%, and extended contract term 12 months.
1543	HOTEL PARQUE ROYAL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1544	HOTEL PAVILLON ROYAL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1545	HOTEL PUERTA DEL SOL S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement BARRANQUILLA	\$0.00	
1546	HOTEL SANTIAGO DE ARMA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COMMERCIAL ALLIANCE	\$0.00	
1547	HOTEL VIZCAYA REAL S A	REGIONAL EXPRESS AMÉRICAS S.A.S.	Accommodation Agreement Cali	\$0.00	
1548	HOTEL Y CENTRO DE EVENTOS MALIBU SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1549	HOTELERA COSTA DEL PACIFICO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
1550	HOTELERIA INTERNACIONAL SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$8,000.00	
1551	HOTELES DE CORDOBA SOCIEDAD POR ACC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement MONTERIA	\$0.00	
1552	HOTELES DE LA ESPERANZA SOCIEDAD POR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement BOGOTA	\$0.00	
1553	HOTELES DE LA RECOLETA SOCIEDAD POR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement BOGOTA D.C.	\$0.00	
1554	HOTELES DE UPAR S A S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement VALLEDUPAR	\$0.00	
1555	HOTELES EL SALITRE, S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1556	HOTELES ESTELAR S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement BOGOTA D.C. MEDELLIN CALI BARRANQUILLA IBAGUE SANTA MARTA VILLAVICENCIO YOPAL MANIZALES CARTAGENA	\$0.00	
1557	HOTELES ESTELAR S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Acuerdo Estelar 01/04/2020	\$4 700.00	
1558	HP KYOCERA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	EQUIPMENT LEASE- Contrato sin numero	\$0.00	
1559	HSE GROUP SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TAMPA CARGO S.A.S.	CERTIFICACIÓN CURSO ALTURAS	\$0.00	
1560	HUB LABELS SOUTH INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1561	HUMAN INVESTMENT	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE	\$0.00	
1562	HUMAN INVESTMENT NOMINA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE	\$0.00	
1563	HUNTLEIGH USA CORPORATION	TACA INTERNATIONAL AIRLINES S.A.	Wheelchair services IAH	\$120.68	
1564	IAC PROPERTIES	LATIN LOGISTICS, LLC	LEASE AVX AG 108	\$0.00	
1565	IAD FUELS LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Interline agreement for Jet fuel supply	\$0.00	
1566	IAD FUELS LLC	TACA INTERNATIONAL AIRLINES S.A.	LIMITED LIABILITY COMPANY AGREEMENT OF IAD FUELS LLC	\$80,523.51	
1567	IAH FUEL COMPANY LLC	TACA INTERNATIONAL AIRLINES S.A.	FUEL SYSTEM INTERLINE AGREEMENT	\$0.00	
1568	IAH FUEL COMPANY LLC	TACA INTERNATIONAL AIRLINES S.A.	LIMITED LIABILITY COMPANY AGREEMENT OF IAH FUEL COMPANY LLC	\$4,869.74	
1569	IATA INTERNATIONAL AIR TRANSPORT AS	All Debtors	All of the Debtors' executory contracts with IATA, including the ZED agreement and the Membership Geneva agreement.	\$0.00	
1570	IATA INTERNATIONAL AIR TRANSPORT AS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1571	IATA MONTREAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Clearing House Payment 02.04.2019	\$0.00	
1572	IATA MONTREAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Membership 2021	\$0.00	
1573	IATA NETHERLANDS	TAMPA CARGO S.A.S.	NDA	\$0.00	
1574	IATA NETHERLANDS DATA PUBLICATIONS	AVIANCA-ECUADOR S.A.	Membership 2021	\$0.00	
1575	IBERIA LINEAS AEREAS DE ESPANA	TAMPA CARGO S.A.S.	Cargo Ramp MAD	\$0.00	
1576	IBERIA LINEAS AEREAS DE ESPANA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE MADRID	\$0.00	
1577	IBERIA LINEAS AEREAS DE ESPANA	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE MADRID	\$0.00	
1578	IBERIA LINEAS AEREAS DE ESPANA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (RAMP/PAX -MAD-BCN)	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1579	IBERIA LINEAS AEREAS DE ESPANA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA MADRID	\$0.00	
1580	IBERIA LINEAS AEREAS DE ESPANA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner MADRID	\$0.00	
1581	IBERIA LINEAS AEREAS DE ESPANA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement MADRID	\$0.00	
1582	IBERIA LINEAS AEREAS DE ESPANA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner MADRID	\$0.00	
1583	IBERIA LINEAS AEREAS DE ESPANA S.A.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1584	Iberia Lineas Aereas de España S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Bilateral Frequent Flyer program participation	\$0.00	
1585	Iberia Lineas Aereas de España S.A.	TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
1586	IBM	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Acuerdo de Pago en cuotas Avianca S.A.	\$22,879.00	
1587	IBM	TAMPA CARGO S.A.S.	Acuerdo de Pago en cuotas Tampa Cargo S.A.S.	\$2,769.55	
1588	IBM	AVIANCA HOLDINGS S.A.	Cesión posición contractual y acuerdo de pagos Avianca Holdings S.A.	\$2,187.00	Contract assignment from Avianca Perú to Avianca Holdings S.A.
1589	IBM DE COLOMBIA & CIA SCA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Migración MQ	\$115,785.05	
1590	IBS SOFTWARE AMERICAS INC	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.; TAMPA CARGO S.A.S.	Icargos	\$0.00	Reduced price of contract
1591	IBS SOFTWARE AMERICAS INC	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.	MASTER SERVICE AGREEMENT	\$4,753.00	
1592	ICARO DIECISIETE S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.	GENERAL AGREEMENT 2105004	\$0.00	
1593	ICELANDAIR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
1594	ICELANDAIR C.V	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1595	ICOBANDAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1596	ICTS UK LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
1597	IDEALTOUR LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1598	IDEAS FRACTAL SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Agregador	\$0.00	
1599	IDENTICO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Carnés de ID empleados administrativos	\$0.00	
1600	IDENTIFICACION PLASTICA S A	TAMPA CARGO S.A.S.	Carnetización	\$0.00	
1601	IF EXPRESS SERVICES LLC	LATIN LOGISTICS, LLC	AGENCY - AG202	\$0.00	
1602	ILETUR SOCIEDAD ANONIMA	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN URUGUAY 17.08.2012	\$0.00	
1603	ILETUR SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN URUGUAY 21.10.2007	\$0.00	
1604	ILETUR SOCIEDAD ANONIMA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling MVD	\$0.00	1 year extension and waive of the PPD
1605	ILS CARGO CORP	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios en USA para Comex&Log.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1606	ILS CARGO CORP	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1607	ILS CARGO CORP	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1608	ILS CARGO TRANSPORTES INTERNACIONAIS LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Brasil para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1609	ILS CARGO TRANSPORTES INTERNACIONAIS LTDA	TAMPA CARGO S.A.S.	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Brasil para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1610	ILS CARGO TRANSPORTES INTERNACIONAIS LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1611	IMC AIRPORT SHOPPES SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRIAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICES OF CATERING	\$0.00	
1612	IMC AIRPORT SHOPPES SAS	AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Servicio de casino BAQ	\$0.00	
1613	IMPORTACIONES ROMSA	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Papelería de oficina	\$0.00	
1614	IMPORTADORES EXPORTADORES SOLMAQ SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Suministro EPP Colombia	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1615	IMPRESIONES VALDIVIA S A	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Papeleria de oficina	\$0.00	
1616	IMPULSADORA HOTELERA Y TURISTICA LTDA HOTURIS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1617	INBAYAN SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1618	INCA ALVAREZ DORIS JAZMIN	AVIANCA-ECUADOR S.A.	Transporte Personal	\$0.00	
1619	INCA GSA HKG LIMITED	TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN JAPAN, MALASYA, SINGAPORE, INDONESIA, MYANMAR, CAMBODIA, PHILIPPINES & BANGLADESH	\$0.00	
1620	INCOREDITO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	"CONVENIO PARA COMPARTIR INFORMACION", 10 SEP 2014.	\$0.00	
1621	INDUSTRIA DE ALIMENTOS PROCESADOS I	AVIANCA-ECUADOR S.A.	Suministro de snacks	\$0.00	
1622	INDUSTRIA NACIONAL DE GASEOSAS S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Suministro de Coca-cola (OPEP 0000579)	\$1,934.00	
1623	INDUSTRIA NACIONAL DE ROLLOS PARA T	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de etiquetas operativas	\$0.00	
1624	INDUSTRIAL COMMUNICATIONS & ELECTRO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE RADIOS	\$0.00	
1625	INDUSTRIAS FACELA S.A. DE C.V.	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Suministro de etiquetas operativas	\$0.00	Reduced price 5%, and extended contract term 12 months.
1626	INDUSTRIAS GRAFICAS VIMTAZA SA DE CV	TACA INTERNATIONAL AIRLINES S.A.; TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Suministro de etiquetas operativas	\$0.00	
1627	INDUSTRIAS MAZEL SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Insumos HigienicosServicio abordado SAL	\$0.00	
1628	INDUSTRIAS Y CONFECCIONES INDUCION S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 57DC-2018	\$0.00	Extended contract until Dec 2024
1629	INFARE SOLUTIONS A.S.	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$1,328.60	
1630	INFINI TRAVEL INFORMATION INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de distribución de vuelos a agencias de viaje	\$0.00	
1631	INFINI TRAVEL INFORMATION INC	TACA INTERNATIONAL AIRLINES S.A.	Servicio de distribución de vuelos a agencias de viaje	\$0.00	
1632	INFORMACION Y TECNOLOGIA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Puntos de red	\$0.00	
1633	INFORMACION Y TECNOLOGIA S A	REGIONAL EXPRESS AMÉRICAS S.A.S.	Puntos de red	\$0.00	
1634	INFRA DE EL SALVADOR S.A DE C.V	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Suministro de nitrogeno el Salvador	\$0.00	Reduced price 5%, and extended contract term 12 months.
1635	INGEMEEC SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento Plantas electricas COL	\$0.00	Reduced price 5%, and extended contract term 12 months.
1636	INGEMEEC SAS	TAMPA CARGO S.A.S.	Mantenimiento sistema bombeo	\$0.00	Reduced price 5%, and extended contract term 12 months.
1637	INGEMEEC SAS	TAMPA CARGO S.A.S.	Mantenimiento subestaciones y transformadores	\$0.00	Reduced price 5%, and extended contract term 12 months.
1638	INGENIERIA EN MANUALIDADES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES63	\$0.00	Extend contract term by 12 months, forklift service addition
1639	INGENIEROS AMBIENTALES SAC	TACA INTERNATIONAL AIRLINES S.A.	CONSULTORIA AGENTES QUIMICOS	\$0.00	
1640	INGTRENDSAR SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE PROVIDER DATA PROCESSING	\$0.00	
1641	Innovación & Ingeniería SAS	TAMPA CARGO S.A.S.	Mantenimiento de puertas	\$0.00	
1642	INSTALACIONES Y SERVICIOS CODE N I S	TACA INTERNATIONAL AIRLINES S.A.	Facility Management Nicaragua	\$0.00	
1643	INSTITUTO COLOMBIANO DE NORMAS TECN	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE CONSULTORIA PARA MATRIZ REQUISITOS AMBIENTALES	\$0.00	
1644	INSTITUTO DE FORMACION AERONAUTICA	AVIANCA COSTA RICA S.A.	ENTRENAMIENTO DE SIMULADORES	\$0.00	
1645	INSTITUTO NACIONAL DE SEGUROS	SERVICIO TERRESTRE, AEREO Y RANPA S.A.	Insurance policy 0101AUT170936301	\$0.00	
1646	INSTITUTO NACIONAL DE SEGUROS	AVIANCA COSTA RICA S.A.	Insurance policy 0109AUT033907509	\$0.00	
1647	INSTITUTO NACIONAL DE SEGUROS	AVIANCA COSTA RICA S.A.	Insurance policy 0109AUT033908209	\$0.00	
1648	INSTITUTO NACIONAL DE SEGUROS	SERVICIO TERRESTRE, AEREO Y RANPA S.A.	Insurance policy 0109AUT033908409	\$0.00	
1649	INSTITUTO NACIONAL DE SEGUROS	SERVICIO TERRESTRE, AEREO Y RANPA S.A.	Insurance policy 0109AUT033908509	\$0.00	
1650	INSTRUMENTACION Y PROC ELECTRONICO	TACA INTERNATIONAL AIRLINES S.A.	PROCESAMIENTO ELECTRONICO	\$0.00	
1651	INTELFON GUATEMALA SA	AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Custodia de medios externos	\$0.00	
1652	INTELFON S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Custodia de medios magnéticos en El Salvador.	\$0.00	Reduced price 10%, and extend contract term 24 months.
1653	Inter Air	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1654	INTERAMERICAN TOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1655	INTERASEO AEROPUERTO SAS ESP	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	
1656	INTERASEO AEROPUERTO SAS ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A	Recolección de residuos de aeronave	\$0.00	
1657	INTERCARGO S A C	AVIANCA COSTA RICA S.A.	GROUND HANDLING (PAX - EZE)	\$0.00	
1658	INTERCARGO S A C	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (RAMP - EZE)	\$0.00	
1659	INTERCOEX SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en España para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1660	INTERCOEX SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1661	INTERCOEX SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1662	INTERCOMPANY-AEROLINEAS GALAPAGOS S.A AEROGAL	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1663	INTERCOMPANY-AEROLINEAS GALAPAGOS S.A AEROGAL	AVIANCA-ECUADOR S.A.	MATERIAL	\$0.00	
1664	INTERCOMPANY-AEROLINEAS GALAPAGOS S.A AEROGAL	AVIATECA, S.A.	MATERIAL	\$0.00	
1665	INTERCOMPANY-AEROLINEAS GALAPAGOS S.A AEROGAL	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1666	INTERCOMPANY-AEROLINEAS GALAPAGOS S.A AEROGAL	TACA INTERNATIONAL AIRLINES S.A.	MATERIAL	\$0.00	
1667	INTERCOMPANY-AEROLINEAS GALAPAGOS S.A AEROGAL	TAMPA CARGO S.A.S.	MATERIAL	\$0.00	
1668	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIATECA, S.A.	HEAVY MAINTENANCE	\$0.00	
1669	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	TAMPA CARGO S.A.S.	HEAVY MAINTENANCE	\$0.00	
1670	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIANCA COSTA RICA S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1671	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIANCA-ECUADOR S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1672	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIATECA, S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1673	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	REGIONAL EXPRESS AMÉRICAS S.A.S.	LINE MAINTENANCE SERVICES	\$0.00	
1674	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	TACA INTERNATIONAL AIRLINES S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1675	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1676	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIANCA-ECUADOR S.A.	MATERIAL	\$0.00	
1677	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	AVIATECA, S.A.	MATERIAL	\$0.00	
1678	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1679	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	REGIONAL EXPRESS AMÉRICAS S.A.S.	MATERIAL	\$0.00	
1680	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	TACA INTERNATIONAL AIRLINES S.A.	MATERIAL	\$0.00	
1681	INTERCOMPANY-AEROVIAS DEL CONTIENTE AMERICANO S.A AVIANCA	TAMPA CARGO S.A.S.	MATERIAL	\$0.00	
1682	INTERCOMPANY-Aerovias del Continente Americano S.A Avianca	AVIANCA HOLDINGS S.A.	Trademark License Agreement	\$0.00	
1683	INTERCOMPANY-Aerovias del Continente Americano S.A Avianca	INTERNATIONAL TRADE MARKS AGENCY INC.	Trademark License Agreement	\$0.00	
1684	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA - COLOMBIA	LATIN LOGISTICS, LLC	INTERCOMPANY	\$0.00	
1685	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA - COLOMBIA	LATIN LOGISTICS, LLC	INTERCOMPANY	\$0.00	
1686	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO, S.A. AVIANCA - SUCURSAL COLOMBIA Y CORPORATIVO	LATIN LOGISTICS, LLC	INTERCOMPANY	\$0.00	
1687	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO, S.A. AVIANCA - SUCURSAL COLOMBIA Y CORPORATIVO	REGIONAL EXPRESS AMÉRICAS S.A.S.	INTERCOMPANY	\$0.00	
1688	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO, S.A. AVIANCA - SUCURSAL COLOMBIA Y CORPORATIVO	REGIONAL EXPRESS AMÉRICAS S.A.S.	INTERCOMPANY	\$0.00	
1689	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO, S.A.-SUCURSAL ECUADOR, TACA INTERNATIONAL AIRLINES, S.A. - ECUADOR	AVIANCA-ECUADOR S.A.	INTERCOMPANY	\$0.00	
1690	INTERCOMPANY-AEROVIAS DEL CONTINENTE AMERICANO, S.A.-SUCURSAL ECUADOR; TACA INTERNATIONAL AIRLINES, S.A. - SUCURSAL ECUADOR	AVIANCA-ECUADOR S.A.	INTERCOMPANY	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1691	INTERCOMPANY-AEROVÍAS DEL CONTINENTE AMERICANO, S.A.-SUCURSAL GUATEMALA; AVIATECA, S.A. - GUATEMALA; ISLEÑA DE INVERSIONES S.A. DE C.V. - GUATEMALA; AVIANCA COSTA RICA, S.A. - GUATEMALA	AVIASERVICIOS, S.A.	INTERCOMPANY	\$0.00	Ampliacion
1692	INTERCOMPANY-AEROVÍAS DEL CONTINENTE AMERICANO, S.A.-SUCURSAL GUATEMALA; AVIATECA, S.A. - GUATEMALA; ISLEÑA DE INVERSIONES S.A. DE C.V. - GUATEMALA; AVIANCA COSTA RICA, S.A. - GUATEMALA	TACA INTERNATIONAL AIRLINES S.A.	INTERCOMPANY	\$0.00	
1693	INTERCOMPANY-AEROVÍAS DEL CONTINENTE AMERICANO, S.A.-SUCURSAL PUERTO RICO; AVIANCA COSTA RICA -ESTADOS UNIDOS; TACA INTERNATIONAL AIRLINES, S.A. - ESTADOS UNIDOS	AMERICA CENTRAL CORP.	INTERCOMPANY	\$0.00	
1694	INTERCOMPANY-AEROVÍAS DEL CONTINENTE AMERICANO, SOCIEDAD ANONIMA - SUCURSAL EL SALVADOR; AVIATECA, S.A.- SUCURSAL EL SALVADOR; AVIANCA COSTA RICA, S.A. - EL SALVADOR;	TACA INTERNATIONAL AIRLINES S.A.	INTERCOMPANY	\$0.00	
1695	INTERCOMPANY-ATR (AVIATECA-ISLEÑA)	REGIONAL EXPRESS AMÉRICAS S.A.S.	Aircraft flight hours contract, and repairs and exchanges of parts list under contract to supply the required reports GMA DS/C - 1933/14	\$0.00	
1696	INTERCOMPANY-AVIANCA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AIRCRAFT RENTAL A300 XA-GGL SN 626	\$0.00	
1697	INTERCOMPANY-AVIANCA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AIRCRAFT RENTAL A300 XA-LFR SN755	\$0.00	
1698	INTERCOMPANY-AVIANCA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AIRCRAFT RENTAL A300 XA-UYR SN 643	\$0.00	
1699	INTERCOMPANY-AVIANCA	AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner	\$0.00	Actualizacion de margen
1700	INTERCOMPANY-AVIANCA COSTA RICA, S.A. - COSTA RICA	SERVICIO TERRESTRE, AEREO Y RAMPA S.A.	INTERCOMPANY	\$0.00	
1701	INTERCOMPANY-Avianca Costa Rica S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1702	INTERCOMPANY-AVIANCA COSTA RICA S.A. - NICARAGUA; AVIATECA, S.A. - NICARAGUA; TACA INTERNATIONAL AIRLINES, S.A. - NICARAGUA	NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.)	INTERCOMPANY	\$0.00	Ampliacion
1703	INTERCOMPANY-AVIANCA COSTA RICA S.A. - SUCURSAL COLOMBIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1704	INTERCOMPANY-AVIANCA COSTA RICA S.A. - SUCURSAL COLOMBIA; AVIANCA ECUADOR S.A. - SUCURSAL COLOMBIA; AVIANCA PERÚ S.A. - SUCURSAL COLOMBIA; TACA INTERNATIONAL S.A.-SUCURSAL COLOMBIA	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1705	INTERCOMPANY-AVIANCA COSTA RICA S.A.; AVIANCA ECUADOR S.A.; AVIANCA PERÚ S.A.; TACA INTERNACIONAL AIRLINES S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1706	INTERCOMPANY-AVIANCA COSTA RICA S.A; TACA International Airlines S.A.	AVIANCA-ECUADOR S.A.	INTERCOMPANY	\$0.00	
1707	INTERCOMPANY-Avianca Costarica	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TACA S.A.	MITA Airline Partner	\$0.00	Actualizacion de margen
1708	INTERCOMPANY-Avianca Ecuador	AVIATECA, S.A.	HEAVY MAINTENANCE	\$0.00	
1709	INTERCOMPANY-Avianca Ecuador	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	Actualizacion de margen
1710	INTERCOMPANY-AVIANCA ECUADOR S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	HEAVY MAINTENANCE	\$0.00	
1711	INTERCOMPANY-AVIANCA ECUADOR S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1712	INTERCOMPANY-AVIANCA ECUADOR S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1713	INTERCOMPANY-Avianca Ecuador S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1714	INTERCOMPANY-AVIANCA ECUADOR S.A. - SUCURSAL COLOMBIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1715	INTERCOMPANY-AVIANCA ECUADOR S.A. - SUCURSAL COLOMBIA; AVIANCA PERÚ S.A. - SUCURSAL COLOMBIA; TACA INTERNATIONAL S.A.-SUCURSAL COLOMBIA	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1716	INTERCOMPANY-AVIANCA GUATEMALA S.A.	ISLEÑA DE INVERSIONES, S.A. DE C.V.	INTERCOMPANY	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1717	INTERCOMPANY-AVIANCA INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agency Agreement	\$0.00	
1718	INTERCOMPANY-AVIANCA INC	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1719	INTERCOMPANY-AVIANCA INC	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1720	INTERCOMPANY-AVIANCA PERÚ S.A. - SUCURSAL COLOMBIA; TACA INTERNATIONAL S.A.- SUCURSAL COLOMBIA	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1721	INTERCOMPANY-AVIANCA S.A	INTERNATIONAL TRADE MARKS AGENCY INC.	INTERCOMPANY	\$0.00	
1722	INTERCOMPANY-AVIANCA S.A	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1723	INTERCOMPANY-AVIANCA S.A	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1724	INTERCOMPANY-AVIANCA S.A	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1725	INTERCOMPANY-AVIANCA S.A	TAMPA CARGO S.A.S.	SERVICE CONTRACT 11405014	\$0.00	
1726	INTERCOMPANY-AVIANCA S.A	TAMPA CARGO S.A.S.	SERVICE CONTRACT 82605001	\$0.00	
1727	INTERCOMPANY-AVIANCA S.A S.A.	AVIANCA, INC.	INTERCOMPANY	\$0.00	
1728	INTERCOMPANY-AVIANCA S.A S.A.; AVIANCA COSTA RICA S.A.; AVIANCA ECUADOR S.A.; AVIANCA GUATEMALA S.A.; AVIANCA PERÚ S.A.; ISLEÑA DE INVERSIONES S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	INTERCOMPANY	\$0.00	
1729	INTERCOMPANY-AVIANCA S.A, S.A. AVIANCA - SUCURSAL MEXICO; TACA INTERNATIONAL AIRLINES, S.A. - MEXICO;	TACA DE MÉXICO, S.A.	INTERCOMPANY	\$0.00	
1730	INTERCOMPANY-AVIANCA S.A.; AVIANCA COSTA RICA S.A. - SUCURSAL COLOMBIA; AVIANCA ECUADOR S.A. - SUCURSAL COLOMBIA; AVIANCA PERÚ S.A. - SUCURSAL COLOMBIA; REGIONAL EXPRESS AMERICAS S.A.S.; TACA INTERNATIONAL S.A.- SUCURSAL COLOMBIA	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	INTERCOMPANY	\$0.00	
1731	INTERCOMPANY-AVIANCA S.A.; AVIANCA COSTA RICA S.A.; AVIANCA ECUADOR S.A.; AVIANCA GUATEMALA S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL S.A.; TAMPA CARGO S.A.S.	AMERICA CENTRAL CORP.	INTERCOMPANY	\$0.00	
1732	INTERCOMPANY-AVIANCA S.A.; AVIANCA PERÚ S.A.	TAMPA CARGO S.A.S.	INTERCOMPANY	\$0.00	
1733	INTERCOMPANY-AVIATECA	REGIONAL EXPRESS AMÉRICAS S.A.S.	Maintenance which is carried out to inspect critical areas and carry out procedures to corroborate the operation of the systems, according to the time under the Maintenance Program, also performing out-of-phase tasks and findings.	\$0.00	
1734	INTERCOMPANY-AVIATECA S.A	REGIONAL EXPRESS AMÉRICAS S.A.S.	Consumibles sale, repair and Parts lease	\$0.00	
1735	INTERCOMPANY-AVIATECA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1736	INTERCOMPANY-AVIATECA S.A	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1737	INTERCOMPANY-AVIATECA S.A	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1738	INTERCOMPANY-AVIATECA S.A	TACA INTERNATIONAL AIRLINES S.A.	MATERIAL	\$0.00	
1739	INTERCOMPANY-AVIATECA S.A	TAMPA CARGO S.A.S.	MATERIAL	\$0.00	
1740	INTERCOMPANY-Aviateca S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1741	INTERCOMPANY-AVIATECA, S.A. - HONDURAS; ISLEÑA DE INVERSIONES S.A. DE C.V.; TACA INTERNATIONAL AIRLINES, S.A. - HONDURAS	TACA DE HONDURAS, S.A. DE C.V.	INTERCOMPANY	\$0.00	
1742	INTERCOMPANY-AVIATECA, S.A. - HONDURAS; TACA INTERNATIONAL AIRLINES, S.A. - HONDURAS	ISLEÑA DE INVERSIONES, S.A. DE C.V.	INTERCOMPANY	\$0.00	Ampliacion
1743	INTERCOMPANY-CONTRATO AEROUNION - AVIANCA	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	LAND ASSISTANCE SERVICE	\$0.00	
1744	INTERCOMPANY-Isleña Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	BITA	\$0.00	
1745	INTERCOMPANY-ISLENA DE INVERSIONES	REGIONAL EXPRESS AMÉRICAS S.A.S.	Consumibles sale, repair and Parts lease	\$0.00	
1746	INTERCOMPANY-ISLENA DE INVERSIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	HEAVY MAINTENANCE	\$0.00	
1747	INTERCOMPANY-ISLENA DE INVERSIONES	AVIATECA, S.A.	HEAVY MAINTENANCE	\$0.00	
1748	INTERCOMPANY-ISLENA DE INVERSIONES	AVIATECA, S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1749	INTERCOMPANY-ISLENA DE INVERSIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1750	INTERCOMPANY-ISLENA DE INVERSIONES	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1751	INTERCOMPANY-ISLENA DE INVERSIONES	AVIANCA-ECUADOR S.A.	MATERIAL	\$0.00	
1752	INTERCOMPANY-ISLENA DE INVERSIONES	AVIATECA, S.A.	MATERIAL	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1753	INTERCOMPANY-ISLENA DE INVERSIONES	REGIONAL EXPRESS AMÉRICAS S.A.S.	MATERIAL	\$0.00	
1754	INTERCOMPANY-ISLENA DE INVERSIONES	TACA INTERNATIONAL AIRLINES S.A.	MATERIAL	\$0.00	
1755	INTERCOMPANY-ISLENA DE INVERSIONES	TAMPA CARGO S.A.S.	MATERIAL	\$0.00	
1756	INTERCOMPANY-Islena de Inversiones S.A de C.V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1757	INTERCOMPANY-ISLENA DE INVERSIONES, AVIATECA S.A	AVIANCA COSTA RICA S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1758	INTERCOMPANY-ISLENA DE INVERSIONES, AVIATECA S.A	TACA INTERNATIONAL AIRLINES S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1759	INTERCOMPANY-La Costeña	AVIATECA, S.A.	HEAVY MAINTENANCE	\$0.00	
1760	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	HEAVY MAINTENANCE	\$0.00	
1761	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	TACA INTERNATIONAL AIRLINES S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1762	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1763	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	AVIANCA-ECUADOR S.A.	MATERIAL	\$0.00	
1764	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	AVIATECA, S.A.	MATERIAL	\$0.00	
1765	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1766	INTERCOMPANY-LINEAS AEREAS COSTARRICENES S.A	REGIONAL EXPRESS AMÉRICAS S.A.S.	MATERIAL	\$0.00	
1767	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AVIATECA, S.A.	HEAVY MAINTENANCE	\$0.00	
1768	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1769	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1770	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1771	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1772	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1773	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1774	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	AVIATECA, S.A.	MATERIAL	\$0.00	
1775	INTERCOMPANY-REGIONAL EXPRESS AMERICAS S.A.S.	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1776	INTERCOMPANY-Regional Express Americas SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1777	INTERCOMPANY-TACA COSTA RICA, S.A.	AVIANCA COSTA RICA S.A.	INTERCOMPANY	\$0.00	
1778	INTERCOMPANY-TACA Internacional	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.	MITA Airline Partner	\$0.00	Actualizacion de margen
1779	INTERCOMPANY-TACA INTERNACIONAL AIRLINES S.A	AVIANCA COSTA RICA S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1780	INTERCOMPANY-TACA INTERNACIONAL COL, TRANS AMERICA AIRLINES COL, LINEAS AEREAS COSTARRICENES COL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1781	INTERCOMPANY-TACA INTERNACIONAL, LINEAS AEREAS COSTARRICENES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1782	INTERCOMPANY-TACA INTERNACIONAL, TRANS AMERICA AIRLINES BRA, LINEAS AEREAS COSTARRICENES BRA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1783	INTERCOMPANY-TACA INTERNACIONAL, TRANS AMERICA AIRLINES, LINEAS AEREAS COSTARRICENES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1784	INTERCOMPANY-TACA INTERNACIONAL, TRANS AMERICA AIRLINES, LINEAS AEREAS COSTARRICENES	AVIANCA-ECUADOR S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1785	INTERCOMPANY-TACA INTERNACIONAL, TRANS AMERICA AIRLINES, LINEAS AEREAS COSTARRICENES	AVIATECA S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1786	INTERCOMPANY-TACA INTERNATIONAL AIRLINES	TACA INTERNATIONAL AIRLINES S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1787	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	HEAVY MAINTENANCE	\$0.00	
1788	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	AVIATECA, S.A.	HEAVY MAINTENANCE	\$0.00	
1789	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1790	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1791	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	AVIANCA-ECUADOR S.A.	MATERIAL	\$0.00	
1792	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	AVIATECA, S.A.	MATERIAL	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1793	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1794	INTERCOMPANY-TACA INTERNATIONAL AIRLINES S.A	TAMPA CARGO S.A.S.	MATERIAL	\$0.00	
1795	INTERCOMPANY-Taca International Airlines S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1796	INTERCOMPANY-TACA INTERNATIONAL AIRLINES, S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TAMPA CARGOS S.A.S.	GROUND HANDLING AGREEMENT - SGHA	\$0.00	
1797	INTERCOMPANY-TACA INTERNATIONAL S.A.- SUCURSAL COLOMBIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1798	INTERCOMPANY-TAMPA CARGO S.A.S - COLOMBIA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING RIONEGRO Y PALMIRA MC66	\$0.00	
1799	INTERCOMPANY-TAMPA CARGO S.A.S	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	CARGO GENERAL SALES AGREEMENT IN FLORIDA - U.S.A.	\$0.00	
1800	INTERCOMPANY-TAMPA CARGO S.A.S	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING AGREEMENT - SGHA	\$0.00	
1801	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1802	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
1803	INTERCOMPANY-TAMPA CARGO S.A.S	AVIANCA-ECUADOR S.A.	INTERCOMPANY	\$0.00	
1804	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
1805	INTERCOMPANY-TAMPA CARGO S.A.S	AVIANCA COSTA RICA S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1806	INTERCOMPANY-TAMPA CARGO S.A.S	AVIATECA, S.A.	LINE MAINTENANCE SERVICES	\$0.00	
1807	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MATERIAL	\$0.00	
1808	INTERCOMPANY-TAMPA CARGO S.A.S	AVIANCA COSTA RICA S.A.	MATERIAL	\$0.00	
1809	INTERCOMPANY-TAMPA CARGO S.A.S	AVIANCA-ECUADOR S.A.	MATERIAL	\$0.00	
1810	INTERCOMPANY-TAMPA CARGO S.A.S	AVIATECA, S.A.	MATERIAL	\$0.00	
1811	INTERCOMPANY-TAMPA CARGO S.A.S	ISLEÑA DE INVERSIONES, S.A. DE C.V.	MATERIAL	\$0.00	
1812	INTERCOMPANY-TAMPA CARGO S.A.S	TACA INTERNATIONAL AIRLINES S.A.	MATERIAL	\$0.00	
1813	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE CONTRACT 15905008-01	\$0.00	
1814	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE CONTRACT MC66	\$0.00	
1815	INTERCOMPANY-TAMPA CARGO S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
1816	INTERCOMPANY-TECHNICAL TRAINING SERVICE, S.A. DE CV	TACA INTERNATIONAL AIRLINES S.A.	INTERCOMPANY	\$0.00	
1817	INTEREXPRESS LLC	LATIN LOGISTICS LLC	AGENCY - AG223 Multibrand Agency Agreement	\$0.00	
1818	INTEREXPRESS LLC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1819	INTEREXPRESSO DE GUATEMALA, S.A.	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Cargo Handling GUA	\$0.00	Reduced price 5%, and extended contract term 12 months.
1820	INTERLAKEN SERVICIOS SA	AVIASERVICIOS, S.A.	SUMINISTRO DE BOTELLAS DE AGUA	\$0.00	
1821	INTERLAKEN SERVICIOS SA	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE BOTELLAS DE AGUA	\$0.00	
1822	INTERNATIONAL AIRMEDIA GROUP LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 244-DC-2016	\$0.00	
1823	INTERNATIONAL BONDED COURIERS INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1824	INTERPLASTIZ S.A DE C.V	AVIANCA COSTA RICA S.A.	Bolsas SAB para Costa Rica	\$0.00	
1825	INVERSIONES AEREAS INVERSA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S. TACA S.A. TAMPA CARGO S.A.S.	GROUND HANDLING (PAX - VUP-EYP-EJA-VVC-PPN) 196-DC-2016	\$0.00	
1826	INVERSIONES AEREAS INVERSA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.; TACA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING (RAMP - VUP-EYP-EJA-VVC-PPN) 191-DC-2016	\$0.00	
1827	INVERSIONES AEREAS INVERSA SAS	REGIONAL EXPRESS AMÉRICAS S.A.S.	Ground Handling Contract EYP-PPN-EJA-VVC	\$0.00	
1828	INVERSIONES AEREAS INVERSA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1829	INVERSIONES AEROTOUR SA DE CV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
1830	INVERSIONES AITSHA S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1831	INVERSIONES CAN WEST SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1832	INVERSIONES CUJAR TURISMO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1833	INVERSIONES DIAZ CARENO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1834	INVERSIONES DIAZAR LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatition Agreement Bogota	\$0.00	
1835	INVERSIONES DIAZAR LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatition Agreement Bogota	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1836	INVERSIONES HERNANDEZ CAB	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1837	INVERSIONES HONDURAS CITY TOURS DE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA DE HONDURAS, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 140-DC-2019	\$0.00	
1838	INVERSIONES LIBRA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1839	INVERSIONES MARDEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Barranquilla	\$0.00	
1840	INVERSIONES MARDEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Barranquilla	\$0.00	
1841	INVERSIONES MARDEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Preposicion Agreement Monteria	\$0.00	
1842	INVERSIONES MOKA SA	ISLEÑA DE INVERSIONES, S.A. DE C.V.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1843	INVERSIONES MOKA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1844	INVERSIONES MOKA SA	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1845	INVERSIONES MOKA SA	AVIATECA, S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1846	INVERSIONES MOKA SA	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1847	INVERSIONES SIMCO, S.A DE C.V	TACA INTERNATIONAL AIRLINES S.A.	Lease Agreement SAL	\$0.00	
1848	INVERSIONES SPIWAK SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
1849	INVERSIONES SUPREMA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Lavandería RNG	\$0.00	
1850	INVERSIONES UNIVIAJES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1851	INVERSIONES W S SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1852	INVERSIONES WAIRA DEL AMAZONAS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PARA TRIPULACION NAL	\$0.00	
1853	IRIACA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1854	IRON MOUNTAIN	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE CONTRACT	\$0.00	
1855	IRON MOUNTAIN INTELLECTUAL PROPERTY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Top level domain	\$0.00	
1856	IROTAMA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1857	ISLATUR LALIANXA LIMITADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1858	Israir Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1859	ISS FACILITY SERVICES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Facility Management MAD	\$0.00	Reduced price 5%, and extended contract term 12 months.
1860	ISSUER DIRECT CORPORATION	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$0.00	
1861	IUMIRA TRAVEL NETWORK SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
1862	IVAN DAVID MATTAR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1863	IVAN GONZALEZ & CIA LTDA	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN CUCUTA, COLOMBIA	\$0.00	
1864	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	"Preposición" Agreement	\$0.00	
1865	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING CUCUTA MC54	\$0.00	
1866	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS D92	\$0.00	Extend contract term by 2 months
1867	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES35	\$0.00	
1868	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement	\$0.00	
1869	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN CUCUTA D92	\$0.00	Extend contract term by 2 months
1870	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - N. DE SANTANDER AG70	\$0.00	
1871	IVAN GONZALEZ SAS REPRESENTACIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - N.DE SANTANDER AG72	\$0.00	
1872	J2K SECURITY GROUP SAS	TACA INTERNATIONAL AIRLINES S.A.	Herramienta de escaneo de vulnerabilidad	\$0.00	Reduced price 5%, and extended contract term 12 months.
1873	JAIME BACAL GUTIERREZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1874	JAIME LEON GUTIERREZ (SOMOS CHEVROLET) SUMINISTRO DE REPUESTOS	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	
1875	Japan Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1876	JAPAN AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1877	JAPAN AIRLINES CO., LTD.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1878	JAV LATIN AMERICA EXPRESS MULTISERV	LATIN LOGISTICS LLC	AGENCY - AG218 Multibrand Agency Agreement	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1879	Javier Acosta	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1880	JDM TECNOLOGIA Y SOLUCIONES GLOBALE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1881	JDM TECNOLOGIA Y SOLUCIONES GLOBALE	AVIANCA COSTA RICA S.A.	PROVISION OF SERVICES	\$0.00	
1882	JDM TECNOLOGIA Y SOLUCIONES GLOBALE	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
1883	JFENIE AIR AGENCY LTD.	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	GSA	\$0.00	
1884	JENNY MELISSA GAMA RODRIGUEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
1885	JEPPESEN DATAPLAN	REGIONAL EXPRESS AMÉRICAS S.A.S.	Fligh Planning - Regional	\$0.00	
1886	JEPPESEN DATAPLAN	TAMPA CARGO S.A.S.	Fligh Planning - Regional	\$0.00	
1887	JEPPESEN SYSTEMS AB	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Crew roster & pairing	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1888	JEPPESEN SYSTEMS AB	AVIANCA COSTA RICA S.A.	Crew roster & pairing	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1889	JEPPESEN SYSTEMS AB	AVIANCA-ECUADOR S.A.	Crew roster & pairing	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1890	JEPPESEN SYSTEMS AB	TACA INTERNATIONAL AIRLINES S.A.	Crew roster & pairing	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1891	JEPPESEN SYSTEMS AB	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Jepessen Crew Pairing and Crew Rostering	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1892	JEPPESEN SYSTEMS AB	Taca International Airlines S.A. - Islaña de Inversiones S.A. de C.V. - Aviateca S.A. - Avianca Costa Rica S.A.	Jepessen Crew Pairing and Crew Rostering	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1893	JEPPESEN SYSTEMS AB	Avianca Ecuador	Jepessen Crew Pairing and Crew Rostering	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
1894	JERSON MANUEL ORTEGA CUAREZMA	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento de aires acondicionado Nicaragua	\$0.00	
1895	JET AIRWAYS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1896	JET BLUE AIRWAYS CORPORATION	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2008-BOG-RNG-CTG	\$0.00	
1897	JET POWER ARUBA AIRCRAFT AND TRANSIT COMPANY N.V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for AUA station. Date of agreement May 1st,2014	\$0.00	
1898	JETBLUE AIRWAYS CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	BITA Long Island City	\$0.00	
1899	JETBLUE AIRWAYS CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
1900	JETBLUE AIRWAYS CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
1901	JETBLUE AIRWAYS CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
1902	JETBLUE AIRWAYS CORPORATION SUCURSA L COLOMBIA	AVIANCA COSTA RICA S.A.	IATA Standard Ground Handling Agreement (SGHA) Aendment. Avianca provide Line maintenance services at Cartagena station. Effective and valid from Dec/3rd/2012	\$0.00	
1903	JETBLUE AIRWAYS CORPORATION SUCURSA L COLOMBIA	AVIANCA-ECUADOR S.A.	IATA Standard Ground Handling Agreement (SGHA) Amendment. Avianca provide Line maintenance services at Rionegro (Medellin) station. Effective and valid from Jun/26th/2013	\$0.00	
1904	JETBLUE AIRWAYS CORPORATION SUCURSA L COLOMBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota station. Effective and valid from Jan/29th/2009	\$0.00	
1905	JETSMART AIRLINES SPA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota, Cali, Medellin stations. Effective and valid from from Jan/1st/2020	\$0.00	
1906	JFK AIR VENTURES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$19.27	
1907	JFK INT L AIR TERMINAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Airport Facilities JFK	\$754,233.00	
1908	JFK INT L AIR TERMINAL	AVIANCA INC.	Parking Service JFK	\$482.00	
1909	JGM JANITORIAL SERVICES	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Limpieza LAX -	\$2,400.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1910	Jhoham Tafur	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1911	JLMA ACCOUNTING TAX & BUSINESS ADVI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1912	JM GRUPO EMPRESARIAL S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1913	JMALUCELLI TRAVELERS SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 14791	\$0.00	
1914	Joel Frank	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for Project Sunrise	\$0.00	
1915	JOHAN VERKERK	TAMPA CARGO S.A.S.	VALIDADOR DE RA3-ACC3 PARA EUROPA	\$0.00	
1916	JOHNSON CONTROLS COLOMBIA LIMITADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Control de Accesos	\$13,159.87	
1917	JOHNSON CONTROLS SECURITY SOLUTIONS	TAMPA CARGO S.A.S.	Control de Accesos	\$5,918.95	
1918	JOLIE CATHERINE CHARRY BA	TAMPA CARGO S.A.S.	NDA	\$0.00	
1919	JONATHAN ANTONIO AGUDELO ARENAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	Reduced price 10%, and extend contract term 24 months.
1920	JONES DAYMEXICO SC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Provision of Services for legal services, subscribed as of January 1st, 2016 with an undefined term.	\$0.00	
1921	JONATHAN EDUARDO MELO GALLEG0	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Food for pax compensation	\$0.00	
1922	Jorge Gongora	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; GRUPO TACA HOLDINGS LIMITED	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
1923	JORGE LUIS CARRERA	AVIASERVICIOS, S.A.	Agenciamiento de aduanas de carga aeronautica y no aeronautica necesarios en Guatemala para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
1924	Jorge Serrano	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1925	JORGE YESID LARREAMENDY RATIVA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE AVALUO TERRENOS	\$0.00	
1926	José Ciro Montoya	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1927	JOSE ERNESTO GUTIERREZ GAVIDIA	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Mantenimiento bombas salvador	\$0.00	Reduced price 5%, and extended contract term 12 months.
1928	JOSE ERNESTO GUTIERREZ GAVIDIA	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento de la planta potabilizadora del Salvador	\$0.00	Reduced price 5%, and extended contract term 12 months.
1929	JOSE ERNESTO GUTIERREZ GAVIDIA	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Mantenimiento de plantas agua salvador	\$0.00	Reduced price 5%, and extended contract term 12 months.
1930	Jose Luis Avella	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1931	JP Morgan Chase Bank N.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ISDA 2002 Master Agreement 06.29.2010	\$0.00	
1932	JP Morgan Chase Bank N.A	TACA INTERNATIONAL AIRLINES S.A.	ISDA 2002 Master Agreement 07.19.2017	\$0.00	
1933	JSC AEROFLOT RUSSIAN AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA S.A.	MITA Airline Partner	\$0.00	
1934	JSC AEROFLOT RUSSIAN AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1935	Juan Carlos Constain	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1936	JUAN CARLOS SUAREZ CASADIEGO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1937	Juan Francisco Galvis	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1938	Juan Francisco Hernandez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
1939	JUAN JOSE ROJAS MURILLO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Operational Agent LPB	\$0.00	Reduced price 10%, and extend contract term 24 months.
1940	JUAN JOSE ROJAS MURILLO	AVIANCA-ECUADOR S.A.	Operational Agent VVI	\$0.00	Reduced price 10%, and extend contract term 24 months.
1941	Juan Luis & Fernando Moreno Quijano	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1942	Juanita Blanco	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1943	Julián Laverde	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1944	Juliana Barrios	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1945	JULIANA GRACIA SUAREZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1946	JULIANA ROJAS ARANGO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1947	JULIO CESAR FALLA BALLESTEROS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
1948	JULY MILDRED GONZALEZ MONSALVE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION CREW NAL	\$0.00	
1949	JULY MILDRED GONZALEZ MONSALVE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE DESATUNO PAX	\$0.00	
1950	Juneyao Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1951	JURCAIB - JUNTA DE REPRESENTANTES DAS COMPANHIAS AÉREAS INTERNACIONAIS DO BRASIL	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
1952	JUREX LAW	AVIANCA COSTA RICA S.A.	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
1953	IJUSTCLEAN SPA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Facility Management Chile	\$0.00	Reduced price 5%, and extended contract term 12 months.
1954	JUVEN MAURICIO UGALDE NUÑEZ	AVIANCA COSTA RICA S.A.	CONSULTORIA AMBIENTAL	\$0.00	Reduced price 5%, and extended contract term 12 months.
1955	K NUEVE INTERNACIONAL S.A.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	SERVICE AGREEMENT	\$0.00	
1956	KAESER COMPRESORES DE EL SALVADOR L	TECHNICAL AND TRAINING SERVICES. S.A. DE C.V.	Mantenimiento compresores Salvador	\$0.00	
1957	KALES AIRLINE SERVICES SRL	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN ITALY	\$0.00	
1958	KALTMANN SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Cooler Service SAL	\$0.00	Waive PPD, 1 year extension, 5% discount
1959	Karem Pinzón	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1960	KARIBE CHARTER'S LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
1961	Katherine Stradaoli	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
1962	KAY AIR DELIVERY CORP	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
1963	KAYAK SOFTWARE CORPORATION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Metabuscador	\$235,384.43	Payments Terms
1964	KELLOGG DE COLOMBIA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de snacks	\$0.00	
1965	KELLY JOHANNA CARVAJAL BECERRA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	
1966	Kenya Airways	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1967	KENYA AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1968	KINGSWAYSOFT INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LICENSE MAINTENANCE FOR TOOL INTEGRATION	\$0.00	
1969	KLM ROYAL DUTCH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1970	KLM ROYAL DUTCH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1971	KLM ROYAL DUTCH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1972	KOHN CONSULTORIA E ASSESSORIA EMPRE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
1973	KONINKLIJKE LUCHTVAART MAATSCHAPPIJ AIRLINES - KLM	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1974	KOPPS COMMERCIAL SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Beverage supply	\$398.00	
1975	KOREAN AIR CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
1976	KOREAN AIR LINES CO LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
1977	KOREAN AIR LINES CO LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorated agreement	\$0.00	
1978	KOREAN AIR LINES CO LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
1979	KPMG SAS	AVIANCA COSTA RICA S.A.	Audit services agreement	\$0.00	
1980	KURTZMAN CARSON CONSULTAN	AVIANCA HOLDINGS S.A.	Provision of services	\$0.00	
1981	Kuwait Airways	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
1982	L 3 COMERCIAL TRAINING SOLUTIO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de componentes, reparaciones y Mantenimiento Simulador ATR A320	\$0.00	
1983	LA ASOCIACION COLOMBIANA DE AUXILIARES DE VUELO Y DEMAS TRABAJADORES DE INDUSTRIA DEL SECTOR AEREO COLOMBIANO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO ENTRE AVIANCA S.A Y LA ASOCIACION COLOMBIANA DE AUXILIARES DE VUELO Y DEMAS TRABAJADORES DE INDUSTRIA DEL SECTOR AEREO COLOMBIANO- ACAV Fecha 2-12-2020	\$0.00	
1984	LA ASOCIACION COLOMBIANA DE AUXILIARES DE VUELO Y DEMAS TRABAJADORES DE INDUSTRIA DEL SECTOR AEREO COLOMBIANO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO EXTRACONVENCIONAL CELEBRADA ENTRE AVIANCA Y ACAV SOBRE LAS COMISIONES DE VENTAS A BORDO DE TCPS COL Fecha de firma 3-10-2009	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
1985	LA ASOCIACION COLOMBIANA DE AUXILIARES DE VUELO Y DEMAS TRABAJADORES DE INDUSTRIA DEL SECTOR AEREO COLOMBIANO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO EXTRACONVENCIONAL COMPLEMENTARIA DEL ACTA DE ACUERDO FINAL DE MODIFICACION CONVENCIONAL AVIANCA-SAM ACAV 2005-2010 Fecha de firma 25-8-2005	\$0.00	
1986	LA ASOCIACION COLOMBIANA DE AUXILIARES DE VUELO Y DEMAS TRABAJADORES DE INDUSTRIA DEL SECTOR AEREO COLOMBIANO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO FINAL DE MODIFICACION CONVENCIONAL AVIANCA-SAM ACAV 2005-2010 Fecha de firma 25-8-2005	\$0.00	
1987	LA ASOCIACION COLOMBIANA DE AUXILIARES DE VUELO Y DEMAS TRABAJADORES DE INDUSTRIA DEL SECTOR AEREO COLOMBIANO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONVENCION COLECTIVA DE TRABAJO 2002-2004 Fecha de firma 04-10-2002	\$0.00	
1988	LA BEVANDA ITALIANA SOCIEDAD ANONIM	AVIANCA COSTA RICA S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
1989	LA COMERCIAL S.A	TACA INTERNATIONAL AIRLINES S.A.	Snacks	\$0.00	
1990	LA CONSTANCIA LIMITADA DE CAPITAL	TACA INTERNATIONAL AIRLINES S.A.	Beverage supply	\$0.00	
1991	LA CONSTANCIA LIMITADA DE CAPITAL	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE AGUA	\$0.00	
1992	LA CONSTANCIA LIMITADA DE CAPITAL	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	SUMINISTRO DE AGUA	\$0.00	
1993	LA CONSTANCIA LIMITADA DE CAPITAL	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE BOTELLAS DE AGUA	\$0.00	
1994	LA CONSTANCIA LIMITADA DE CAPITAL	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTRO DE CERVEZA	\$0.00	
1995	LA PREVISORA S.A. COMPAÑIA DE SEGUROS	AVIANCA HOLDINGS S.A.; AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 1059263	\$0.00	
1996	LA PREVISORA S.A. COMPAÑIA DE SEGUROS	AVIANCA HOLDINGS S.A.; AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 1059274	\$0.00	
1997	LA RECETTA SOLUCIONES GASTRONOMICAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO CREMA DE CAFÉ	\$0.00	Acuerdo de niveles de servicio - Dic 2021
1998	LAATS SOCIEDAD ANONIMA	AVIASERVICIOS, S.A.	Cargo Ramp GUA	\$0.00	1 year extension, waive of the PPD 3% discount
1999	LAATS SOCIEDAD ANONIMA	TAMPA CARGO S.A.S.	Ramp Services GUA	\$0.00	1 year extension, waive of the PPD 3% discount
2000	LAB GROUP COLOMBIA HOTELS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2001	LABORATORIO CLINICO COLMEDICOS IPS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	Reduced price 5%, and extended contract term 12 months.
2002	LABORATORIO GUJARRO LASA S.A.	AVIANCA-ECUADOR S.A.	SERVICIOS DE EXAMENES MEDICOS PILOTOS Y PERSONAL ADMINISTRATIVO	\$0.00	
2003	LABORATORIOS ALVAREZ ALEMAN, S.A. DE C.V	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	Reduced price 5%, and extended contract term 12 months.
2004	LACTEOS SAN ANTONIO C.A.	AVIANCA-ECUADOR S.A.	Suministro de leches y jugos Ecuador	\$0.00	
2005	LAS MIGAS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALMUERZO CENA PAX CONTINGENCIA	\$82.53 \$0.00	
2006	LASA SOCIEDAD DE APOYO AERONAUTICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.; TACA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING (PAX-RCH-LET-AXM) 199-DC-2016	\$0.00	
2007	LASA SOCIEDAD DE APOYO AERONAUTICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.; TACA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING (RAMP - CLO-RCH-SMR-CUC-MDE-AXM-PEI-MZL-FLA-LET) 194-DC-2016	\$0.00	
2008	LASA SOCIEDAD DE APOYO AERONAUTICO	REGIONAL EXPRESS AMÉRICAS S.A.S.	Ground Handling Contract APO-AXM-CUC-FLA-MZL-SMR RG	\$0.00	
2009	LASA SOCIEDAD DE APOYO AERONAUTICO	TAMPA CARGO S.A.S.	GSE Maintenance CLO	\$0.00	
2010	LASA SOCIEDAD DE APOYO AERONAUTICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for ADZ station. Date of agreement December 1st, 2008	\$0.00	
2011	LASA SOCIEDAD DE APOYO AERONAUTICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Preposicion Agreement Riohacha	\$0.00	
2012	LASA SOCIEDAD DE APOYO AERONAUTICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES - CM 710000298	\$0.00	
2013	LASA SOCIEDAD DE APOYO AERONAUTICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	N° 199-DC-2016	\$8,035.98	
2014	LATAM AIRLINES GROUP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2015	LATAM AIRLINES GROUP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2016	LATAM AIRLINES GROUP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2017	LATAM AIRLINES GROUP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2018	LATAM Argentina	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2019	LATAM BRASIL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2020	LATAM Colombia	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2021	LATAM Ecuador	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2022	Latam Paraguay	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2023	LATAM Peru	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2024	LATIN LOGISTICS LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
2025	LATIN LOGISTICS LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
2026	LATIN LOGISTICS LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
2027	LATIN LOGISTICS LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERCOMPANY	\$0.00	
2028	LATIN LOGISTICS LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	
2029	LAURA INES CANAS MARQUEZ	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	
2030	LAX IN FLITE SERVICES LLC DBA ROYAL	TACA INTERNATIONAL AIRLINES S.A.	Servicio de lavandería para servicio abordo	\$3,318.13	
2031	LAXFUEL CORPORATION	TACA INTERNATIONAL AIRLINES S.A.	SECOND AMENDED AND RESTATED INTERLINE AGREEMENT	\$30,169.66	
2032	LD TRAVEL CORPORATION DBA CAPRICHO	LATIN LOGISTICS, LLC	AGENCY - AG127	\$0.00	
2033	LE PEP TOURS NV	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte Pasajeros	\$0.00	
2034	LEADERSEARCH S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2035	LEALMAX TECH INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2036	LEARNING TECHNOLOGIES GROUP (COLOMBIA)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Regulación capacitación tripulantes	\$0.00	
2037	LEASING ASSOCIATES SERVICE INC	AVIANCA INC.	VEHICLE LEASE 23.08.2017	\$1 517.26	
2038	LEASING BANCOLOMBIA S A COMPAÑIA DE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Financial Leasing - No.197470	\$7,346.70	
2039	LEASING BANCOLOMBIA S A COMPAÑIA DE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Financial Leasing - No.197485	\$6,536.27	
2040	LEGADMI CONSULTING & SYSTEM SOCIEDA	TACA INTERNATIONAL AIRLINES S.A.	IMPLEMENTACION DE SOFTWARE DE NOMINA	\$0.00	
2041	LENNIN IVAN FLORES	TACA INTERNATIONAL AIRLINES S.A.	Suministro y recarga de exintores	\$0.00	Reduced price 5%, and extended contract term 12 months.
2042	LEONARDO IVAN LOPEZ HURTADO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2043	LEONARDO SANTOS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2044	LEXISNEXIS RISK SOLUTIONS	TACA INTERNATIONAL AIRLINES S.A.	MASTER SUBSCRIPTION AGREEMENT, 25 MAR 2015	\$35,453.44	
2045	LEYSNER & DE CUBA ACCOUNTANTS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO BPO NOMINA	\$0.00	
2046	LIBARDO ARDILA GOMEZ	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	
2047	LIBERTY SEGUROS DE VIDA S.A.	TAMPA CARGO S.A.S.	Insurance policy 396034	\$0.00	
2048	LIBERTY SEGUROS DE VIDA S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 396038	\$0.00	
2049	LifeMiles Ltd.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Acuerdo de Flujo de Recursos (Cash Flow Agreement)	\$0.00	
2050	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Advance Payment of Reward Seats Agreement	\$0.00	
2051	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Advance Payment of Reward Seats Agreement	\$0.00	
2052	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Advance Payment of Reward Seats Agreement	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2053	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Advance Payment of Reward Seats Agreement	\$0.00	
2054	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Agreement on Credit Card Collections	\$0.00	
2055	LifeMiles Ltd.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Agreement to provide Employee Leisure and Corporate Travel	\$0.00	
2056	LifeMiles Ltd.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Agreement to provide Miles Management	\$0.00	
2057	LifeMiles Ltd.	TACA INTERNATIONAL AIRLINES S.A.	Amended and Restated Master Services Agreement entre Taca y LifeMiles 14.08.2015	\$0.00	
2058	LifeMiles Ltd.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Commercial Services Agreement	\$0.00	
2059	LifeMiles Ltd.	TACA INTERNATIONAL AIRLINES S.A.	Contrato de Garantía Mobiliaria sobre Cuentas por Cobrar (Costa Rica) (Movable Guarantee over Receivables)	\$0.00	
2060	LifeMiles Ltd.	TACA INTERNATIONAL AIRLINES S.A.	Contrato de Garantía Mobiliaria sobre Cuentas por Cobrar (Guatemala) (Movable Guarantee over Receivables)	\$0.00	
2061	LifeMiles Ltd.	TACA INTERNATIONAL AIRLINES S.A.	Contrato de Garantía Mobiliaria sobre Cuentas por Cobrar (Honduras) (Movable Guarantee over Receivables)	\$0.00	
2062	LifeMiles Ltd.	TACA INTERNATIONAL AIRLINES S.A.	Contrato de Garantía Mobiliaria sobre Cuentas por Cobrar (El Salvador) (Movable Guarantee over Receivables)	\$0.00	
2063	LifeMiles Ltd.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Contrato de Mandato Comercial (Commercial Mandate)	\$0.00	
2064	LifeMiles Ltd.	TACA INTERNATIONAL AIRLINES S.A.	Contrato de reconocimiento de obligaciones y constitución de prenda mercantil sobre cartera de crédito (Nicaragua) (Movable Guarantee over Receivables)	\$0.00	
2065	LifeMiles Ltd.	TAMPA CARGO S.A.S.	Convenio de Participación Comercial (Commercial Participation Agreement)	\$0.00	
2066	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Database Agreement	\$0.00	
2067	LifeMiles Ltd.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Hipoteca sobre bien mueble (Panama) (Mortgage over movable asset)	\$0.00	
2068	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.	Memorandum of Understanding PNR on Hold	\$0.00	
2069	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.	Memorandum of Understanding Additional Member Direct Products	\$0.00	
2070	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Miles & Seats Purchase and Sale Agreement	\$0.00	
2071	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Omnibus Amendment to the Avianca-LifeMiles Advance Payment of Reward Seats Agreements	\$0.00	
2072	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Omnibus Amendment to the Avianca-LifeMiles SBU Agreements	\$0.00	
2073	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Trademark License Agreement	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2074	LifeMiles Ltd.	AVIANCA HOLDINGS S.A.; AEROVIAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Trademark License Agreement	\$0.00	
2075	Lifemiles LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Card services agreement - Agreement for provision of credit and debit card processing services by thr airline to LifeMiles Aug 14-15	\$0.00	
2076	Lifemiles LTDA	AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Card services agreement - Agreement for provision of credit and debit card processing services by thr airline to LifeMiles Aug 14-15	\$0.00	
2077	Lifemiles LTDA; Al Loyalty (Cayman) Limited	AVIANCA HOLDINGS S.A.; AV LOYALTY BERMUDA LTD.	Shareholders Agreement	\$0.00	
2078	Liliana Bocanegra	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2079	LINEA ADHESIVA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Suministro de Etiquetas de ID Deprisa	\$0.00	
2080	LINEAS AÉREAS DE ESPAÑA S.A. OPERADORA S.U.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) CONTRATO NORMALIZADO DE ASISTENCIA EN TIERRA DE IATA ANEXO B - LUGARES, SERVICIOS CONTRATADOS Y TARIFFAS DE ENERO DE 2008 BOG-RNG	\$0.00	
2081	LINEAS AEREAS SURAMERICANAS S A	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2082	LINEAS ESCOLARES Y TURISMO SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 160-DC-2017	\$0.00	
2083	LINKEDIN IRELAND LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2084	LINOTPIA MARTINEZ S A S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Cajas alimentos Servicio Abordo	\$0.00	
2085	LIPZIG S.A	AVIATECA, S.A.	GROUND FUEL SUPPLY FRs	\$0.00	
2086	LLORENTE & CUENCA COLOMBIA S.A.S.	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for Project Sunrise	\$0.00	
2087	LODGING SOLUTIONS LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	Waived 100% pre petition debt and extended contracts 24 months
2088	LOGICAIR GROUP INC	TACA INTERNATIONAL AIRLINES S.A.	Suministro Insumos Estados Unidos	\$2,765.65	
2089	LOGISTICA DE AVANZADA Y SISTEMAS SA	TACA INTERNATIONAL AIRLINES S.A.	Mensajería doméstica de documentos en Honduras.	\$0.00	Reduced price 5% and extended contract term 12 months.
2090	LOGISTICA GROUP SAS	TAMPA CARGO S.A.S.	Cargo Handling BOG	\$0.00	
2091	LONGPORT CHILE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad Aeroporturia Chile	\$0.00	
2092	LONGPORT COLOMBIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Seguridad aeroportuaria COL	\$0.00	
2093	LOPEZ & ASOCIADOS SAS	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor)	\$0.00	Reduced price 5%, and extended contract term 12 months.
2094	LOS ANGELES WEST TERMINAL FUEL CORP	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE LAX -Los Angeles West Terminal Fuel Corporation Amended and Restated Interline Agreement December 31st 1989	\$0.00	
2095	LOS ANGELES WEST TERMINAL FUEL CORP; PLH AVIATION SERVICES CORP	TACA INTERNATIONAL AIRLINES S.A.	OPERATOR AGREEMENT	\$0.00	
2096	LOT Polish Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
2097	LOT POLISH AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2098	LOT POLISH AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2099	LOT POLISH AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
2100	LOT POLISH AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
2101	LOT POLSKIE LINIE LOTNICZE AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2102	LOUD AND LIVE INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SPONSORSHIP 7862085525	\$0.00	Payment terms

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2103	LOYALTY CO	TACA INTERNATIONAL AIRLINES S.A.	Master Services Agreement entre TAI y Loyalty Co.	\$0.00	
2104	LOYALTY EN LA NUBE SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
2105	LR MIAMI AIRPORT HOTEL LLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement MIAMI	\$226,302.32	Waived 50% pre-petition debt
2106	LSG SKY CHEFS	TACA INTERNATIONAL AIRLINES S.A.	SERVICES OF CATERING	\$3,078.03	Unsecure prepetition debt confirmation
2107	LSG SKY CHEFS	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	SERVICES OF CATERING	\$13,065.00	Unsecure prepetition debt confirmation
2108	Luca Pfeifer	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2109	Lucía Ávila	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2110	Lufthansa	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2111	LUFTHANSA	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	
2112	Lufthansa Cityline	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	MITA Airline Partner	\$0.00	
2113	LUFTHANSA G.H.A.B.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2114	LUFTHANSA INDUSTRY SOLUTIONS GMBH &	TACA INTERNATIONAL AIRLINES S.A.	MyIDtravel	\$0.00	
2115	LUFTHANSA LH-220	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2116	LUFTHANSA SYSTEMS AMERICAS,INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; NICARAGÜENSE DE AVIACIÓN, S.A.; TACA DE HONDURAS, S.A. DE C.V.; TAMPA CARGO S.A.S.	SOFTWARE - AMOS	\$151,377.51	
2117	LUFTHANSA SYSTEMS GMBH & CO KG	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	PLANEACIÓN DE VUELO	\$0.00	
2118	LUFTHANSA TECHNIK AG	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	NDA	\$0.00	
2119	LUFTHANSA TECHNIK AG	AVIANCA HOLDINGS S.A.	Non-disclosure agreement	\$0.00	
2120	LUFTHANSA, BRUSSELS AIRLINES, SWISS INTERNATIONAL AIR LINES Y AUSTRIAN AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
2121	LUIS ANTONIO SANABRIA APONTE	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	SERVICIO DE ALIMENTACION CREW NAL	\$0.00	
2122	LUIS ANTONIO SANABRIA APONTE	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	SERVICIO DE ALMUERZO CENA PAX CONTINGENCIA	\$0.00	
2123	LUIS ARTURO CELIS VELASCO	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE CONSULTORIA PARA MATRIZ REQUISITOS AMBIENTALES	\$0.00	
2124	Luis Emilio Linares	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2125	Luis Fernanda Cárdenas	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2126	Luis Gerardo Alfaro	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2127	LUIS MONTES DE OCA	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for Project Sunrise	\$0.00	
2128	LUIS MONTES DE OCA	TAMPA CARGO S.A.S.	Shareholders Agreement	\$0.00	
2129	LUIS MONTES DE OCA CHAVERRI	TAMPA CARGO S.A.S.	CREDIT AGREEMENT CREDIT AGREEMENT	\$0.00	
2130	LUIS MONTES DE OCA CHAVERRI	TAMPA CARGO S.A.S.	SERVICES AGREEMENT SERVICES AGREEMENT	\$0.00	
2131	LUISA FERNANDA GÓMEZ CASI	TAMPA CARGO S.A.S.	NDA	\$0.00	
2132	M Y K IMPRESOS SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.; SERVICIO TERRESTRE, AEREO Y RAMPAS S.A.	Cajas de Cartón para Servicio Abordo en Costa Rica.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2133	Macquire Bank Limited	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	ISDA 2002 Master Agreement 05.29.2013	\$0.00	
2134	Macquire Bank Limited	TACA INTERNATIONAL AIRLINES S.A.	ISDA 2002 Master Agreement 05.29.2013	\$0.00	
2135	MACUA SOLUCIONES SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	SERVICIO DE COACHING	\$0.00	Reduced price 10%, and extend contract term 24 months.
2136	MADAS LLC	LATIN LOGISTICS, LLC	AGENCY - AG213-215	\$0.00	Commission adjustment
2137	MADISA MANEJO DE DESECHOS INDUSTRIA	SERVICIO TERRESTRE, AEREO Y RAMPAS S.A.	Recolección de residuos Costa Rica -	\$0.00	
2138	MADURO BANK	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	MADURO & CURIEL'S BANK MERCHANT ELECTRONIC SERVICE AGREEMENT, 20 DIC 2006	\$0.00	
2139	MAFESA EL SALVADOR LIMITADA DE CAPI	TACA INTERNATIONAL AIRLINES S.A.	Content for IFE	\$0.00	
2140	MAGIC TOURS MT SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A.; AVIANCA	Exclusive Representatition Agreement	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2141	MAGNOLIA HERNANDEZ ARENAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMERICAS S.A.S.	SERVICIO DE TRADUCCIONES OFICIALES	\$0.00	Reduced price 5%, and extended contract term 12 months.
2142	MAI TOURS SL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Transporte terrestres MAD y BCN	\$0.00	
2143	MAILCAR SRL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Transporte Personal y Pasajeros	\$0.00	
2144	MALAYSIA AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2145	MALAYSIA AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
2146	MALAYSIA AIRLINES MH-232	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2147	Malaysian Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2148	MALCOM JEFFS	TAMPA CARGO S.A.S.	NDA	\$0.00	
2149	MANANTIAL SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE DISPENSADOR FILTRO DE AGUA	\$0.00	
2150	Mandarin Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2151	MANGO TRAVEL NI SOCIEDAD ANÓNIMA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
2152	MANITOBA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 0010-DC 2015	\$0.00	
2153	MANTAORO HOTELERA MANTA S.A.	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION PAX	\$0.00	
2154	MANTILCO SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	Line maintenance Agreement for MVD station. Date of agreement October 15th 2007	\$0.00	
2155	MANTILCO SA	TAMPA CARGO S.A.S.	Line maintenance Agreement for MVD station. Date of agreement October 15th 2007	\$0.00	
2156	MANTIS SERVICES INTERNATIONAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2157	Manuel Ambriz Lopez	AVIANCA HOLDINGS S.A.	Contrato de Trabajo a Termino Indefinido Con Salario Integral	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to Mr. Neuhauser, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to Mr. Neuhauser, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
2158	Manuel Arboleda	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2159	Manuela López	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2160	MANUELITA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 253 DC 2016	\$0.00	
2161	MAP CARGO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios desde y hacia Colombia.	\$0.00	Reduced price 10%, and extend contract term 24 months.
2162	MAPFRE ATLAS COMPANIA DE SEGUROS S.A.	AVIANCA-ECUADOR, S.A.	Insurance policy 8004117007569	\$0.00	
2163	MAPFRE ATLAS COMPANIA DE SEGUROS S.A.	AVIANCA-ECUADOR, S.A.	Insurance policy 8004220000174	\$0.00	
2164	MAPFRE ATLAS COMPANIA DE SEGUROS S.A.	AVIANCA-ECUADOR, S.A.	Insurance policy 8004220001326	\$0.00	
2165	MAPFRE ATLAS COMPANIA DE SEGUROS S.A.	AVIANCA-ECUADOR, S.A.	Insurance policy 8004415000117 / 8004418000076	\$0.00	
2166	MAPFRE ATLAS COMPANIA DE SEGUROS S.A.	AVIANCA-ECUADOR, S.A.	Insurance policy 8004415000117 / 8004418000076	\$0.00	
2167	MAPFRE COSTA RICA	AVIANCA COSTA RICA S.A.	Insurance policy 2931810100202	\$0.00	
2168	MAPFRE COSTA RICA	AVIANCA COSTA RICA S.A.	Insurance policy 2931810100202	\$0.00	
2169	MAPFRE SEGUROS GENERALES DE COLOMBIA S A	REGIONAL EXPRESS AMERICAS S.A.S.	Insurance policy 5024220900101	\$0.00	
2170	MAPFRE SEGUROS GENERALES DE COLOMBIA S A	REGIONAL EXPRESS AMERICAS S.A.S.	Insurance policy 5024220900101	\$0.00	
2171	MAPFRE SEGUROS GENERALES DE COLOMBIA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 9201220900101	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2172	MAPFRE SEGUROS GENERALES DE COLOMBIA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 9201220900101	\$0.00	
2173	MAPFRE SEGUROS GENERALES DE COLOMBIA S A	TAMPA CARGO S.A.S.	Insurance policy 9201220900102	\$0.00	
2174	MAPFRE SEGUROS GENERALES DE COLOMBIA S A	TAMPA CARGO S.A.S.	Insurance policy 9201220900102	\$0.00	
2175	MAPFRE SEGUROS GUATEMALA SOCIEDAD ANONIMA	AVIATECA, S.A.	Insurance policy AV-10275	\$0.00	
2176	MAPFRE SEGUROS GUATEMALA SOCIEDAD ANONIMA	AVIATECA, S.A.	Insurance policy AV-10275	\$0.00	
2177	MARCIRY SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Utilities MVD	\$0.00	
2178	MARCO POLO OPERADORES SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Transporte en Mexico - Toluca	\$0.00	
2179	MARCO TULIO BENAVIDES MORALES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2180	MARGOTH ELIZABETH	AVIANCA-ECUADOR S.A.	SERVICIO DE CONSULTORIA TALENTO HUMANO	\$0.00	
2181	MARIA CAMILA ROJAS CASTRO	TAMPA CARGO S.A.S.	NDA	\$0.00	
2182	Maria Carolina Cortés	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2183	Maria Catalina Perdomo	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2184	MARIA DELCARMEN GARCIA MERLOS	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Asesoría Tributaria para Tecnical And Training Services S.A. de C.V. en El Salvador, sobre Ley de servicios internacionales	\$0.00	
2185	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of april 22nd, 2016 and with an undefined term.	\$0.00	
2186	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of august 14th, 2018 and with an undefined term.	\$0.00	
2187	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of august 3rd, 2016 and with an undefined term.	\$0.00	
2188	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of december 18th, 2014 and with an undefined term.	\$0.00	
2189	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of december 4th, 2016 and with an undefined term.	\$0.00	
2190	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of december 4th, 2018 and with an undefined term.	\$0.00	
2191	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of february 21st, 2018 and with an undefined term.	\$0.00	
2192	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of july 1st, 2016 and with an undefined term.	\$0.00	
2193	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of march 22nd, 2018 and with an undefined term.	\$0.00	
2194	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of may 20th, 2016 and with an undefined term.	\$0.00	
2195	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of may 6th, 2016 and with an undefined term.	\$0.00	
2196	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of november 3rd, 2016 and with an undefined term.	\$0.00	
2197	MARIA DELCARMEN MERLOS	AVIANCA COSTA RICA S.A.	Provision of Services for legal services subscribed as of october 19th, 2016 and with an undefined term.	\$0.00	
2198	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of october 30th, 2016 and with an undefined term.	\$0.00	
2199	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of october 31st, 2016 and with an undefined term.	\$0.00	
2200	MARIA DELCARMEN MERLOS	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of september 10th, 2016 and with an undefined term.	\$0.00	
2201	MARIA GUILLERMINA AGUILAR JOVEL	TACA INTERNATIONAL AIRLINES S.A.	Suministros de Cafeteria de El Salvador -	\$0.00	
2202	Maria José Pinto	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2203	Maria Paula Duque	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2204	MARIANA DE JESUS ROMERO GUARNIZO	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION CREW	\$0.00	
2205	MARIELA ISABEL ORTIZ MONTERROSA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALMUERZO COMIDA TRIPULACION	\$0.00	
2206	MARKETING SERVICING AND TRADING SRL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GENERAL SALES AGENCY AGREEMENT	\$0.00	
2207	MARKETING SERVICING AND TRADING SRL	AVIANCA COSTA RICA S.A.	PROVISION OF SERVICES	\$0.00	
2208	MARKETING SERVICING AND TRADING SRL	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
2209	MARKETING SERVICING AND TRADING SRL	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
2210	Marlon Amador	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2211	MARRERO VIAJES Y TURISMO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2212	MARROQUINERA RIVIERA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de dotación Ecuador	\$0.00	
2213	MARSAL SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
2214	MARSH CLAIMS SOLUTIONS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Contract for managing all claims for the cell captive, expires after policy ends in 6 yrs (2026)	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2215	MARSH USA INC	AVIANCA, INC.	PROVISION OF SERVICES 7100006135	\$0.00	
2216	MARSHE FOOD CORPORATION BV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2217	MARSUENOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2218	Marta Sofia Gonzalez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2219	MARTHA NARANJO NARVAEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
2220	Martin Candela	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2221	MASSACHUSETTS INSTITUTE OF TECHNOLOGY	TAMPA CARGO S.A.S.	NDA	\$0.00	
2222	MASTERBASE COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PLATAFORMA DE FUNCIONALIDAD EMAIL MARKETING	\$0.00	Reduced price 5%, and extended contract term 12 months.
2223	Matthew Paul Vincett	AVIANCA HOLDINGS S.A.	Contrato Individual de Trabajo por Tiempo Indefinido	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to Mr. Neuhauser, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to Mr. Neuhauser, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
2224	MAURO CASTANARES BARINDELLI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de aduanas de carga aeronautica y no aeronautica necesarios en Perú para Comex&Log AV.	\$0.00	Reduced price 10%, and extend contract term 24 months.
2225	MAXILABOR DIAGNOSTICOS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2226	MAXIMUS GLOBAL SERVICES LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (WHEELCHAIRS IAD) 87-DC-2019	\$44,504.41	Waived 50% pre-petition debt payment terms, 2 years extention
2227	MAYATUR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2228	MAYORPLUS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2229	MAYRA GABRIELA	AVIANCA-ECUADOR S.A.	Servicio de actualización de Manuales	\$0.00	Reduced price 5%, and extended contract term 12 months.
2230	MC MILLAN COMUNICACIONES DE EL SALV	TACA INTERNATIONAL AIRLINES S.A.	Maquinas de rayos x - El Salvador	\$0.00	
2231	MEDAIRE INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 00GRMA535461	\$0.00	
2232	MEDAIRE INC	AVIANCA-ECUADOR, S.A.	Insurance policy 00GRMA535461	\$0.00	
2233	MEDAIRE INC	AVIATECA, S.A.	Insurance policy 00GRMA535461	\$0.00	
2234	MEDAIRE INC	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Insurance policy 00GRMA535461	\$0.00	
2235	MEDAIRE INC	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 00GRMA535461	\$0.00	
2236	MEDAIRE INC	TAMPA CARGO S.A.S.	Insurance policy 00GRMA535461	\$0.00	
2237	MEDICINA PARA EL ECUADOR MEDIECUADOR HUMANA S.A.	AVIANCA-ECUADOR, S.A.	Insurance policy 231292	\$0.00	
2238	MEGA MLA SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	HERRAMIENTA DE PROCESOS	\$0.00	Termination fee from 900K USD to 560K USD
2239	MEGA MLA SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	HERRAMIENTA DE PROCESOS	\$0.00	Termination fee from 900K USD to 560K USD
2240	Megacap Aviation Group Limited	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$0.00	
2241	MELTWATER NEWS US INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Monitoreo de medios	\$0.00	Reduced price 5%, and extended contract term 12 months.
2242	MEMORY CORP SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Custodia de medios magnéticos en Colombia.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2243	MENDOZA A ABOGADOS ASOCIADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services no. 85-DC-2018, subscribed as of september 5th, 2018 with an undefined term.	\$0.00	
2244	MENZIES AVIATION UK	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (RAMP/PAX- LHR)	\$0.00	1 year extension and waive of the PPD
2245	MENZIES AVIATION UK	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Passanger services Londres	\$0.00	1 year extension and waive of the PPD
2246	MERA AEROPUERTOS, S.A DE C.V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2247	MERA AEROPUERTOS, S.A DE C.V	AVIANCA COSTA RICA S.A. AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2248	MERAMEXAIR SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2249	MERAMEXAIR SA	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2250	MERAMEXAIR SA	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2251	MERCER (COLOMBIA) LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIOS PROFESIONALES PARA LA REALIZACION DE VALUACIONES ACTUARIALES N°135-DC-2018 Otro si No. 1 31.10.2018	\$0.00	
2252	MERCURY GSE	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	VEHICLE AND EQUIPMENT RENTAL AGREEMENT- Contrato sin numero	\$0.00	
2253	Merrill Lynch International	TACA INTERNATIONAL AIRLINES S.A.	ISDA 2002 Master Agreement 01.26.2015	\$0.00	
2254	MESA AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2255	MESSER COLOMBIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Suministro de Oxigeno y nitrogeno	\$0.00	
2256	Messier Bugatti Dowty	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ATR72 Nose and Main Wheels and Sepcarb III or Brake GTA	\$3,742.50 \$-806.00	
2257	MESSIER-BUGATTI DOWTY (E6137)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Wheels and Brakes maintenance contract for B787 June 2013	\$0.00	Waived 100% pre-petition debt, extended contract 04.06.2025
2258	META MEDICINA E SEGURANCA DO TRABAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2259	METALDEG SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Mantenimiento de puertas	\$0.00	
2260	METLIFE MEXICO, S.A.	TACA DE MEXICO, S.A.	Insurance policy 729004	\$0.00	
2261	METLIFE SEGUROS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 2101/ 7399- 0	\$0.00	
2262	METROPOLITAN LIFE SEGUROS E PREVIDENCIA PRIVADA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 930103126	\$0.00	
2263	MIAMI AIRPORT LESSEE LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement MIAMI	\$154,838.50	Payment Terms
2264	MIAMI DADE COUNTY FLORIDA	AVIANCA, INC.	Utilities MIA	\$9,793.00	
2265	MIAMI TECHNOLOGY GROUP INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICE IMPLEMENTATION	\$0.00	
2266	Michael Anthony Swiatek	AVIANCA HOLDINGS S.A.	Contrato de Trabajo a Termino Indefinido Con Salario Integral	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to Mr. Neuhauser, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months' base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to Mr. Neuhauser, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months' base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months' base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months' base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
2267	Michael Ruplitsch	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2268	Michael Swiatek	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2269	MICROBIOLOGOS ASOCIADOS SA	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
2270	MICROHOME LTDA	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	
2271	MICROSOFT CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	License O365 and Azure	\$0.00	MOU Signed 29.06.2021
2272	MICROSOFT ONLINE INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Metabuscador	\$0.00	MOU Signed 29.06.2021
2273	MICROSTRATEGY MEXICO, S. DE R.L. DE	TACA S.A.	Licencias microstrategy - Reportes de auditoria	\$6,977.62	
2274	MICROSYSTEM SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de custodia de archivo	\$0.00	Reduced price 10%, and extend contract term 24 months.
2275	Middle East Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2276	MIGUEL ANGEL GUTIERREZ PEREZ	AVIANCA-ECUADOR S.A.	Calzado ECU	\$0.00	
2277	MILBANK LLP	AVIANCA HOLDINGS S.A.	Provision of Services for legal services, subscribed as of march 1st, 2020 with an undefined term.	\$0.00	
2278	MILMAN E BARROS ADVOGADOS ASSOCIADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2279	MINT MEDIA INTERACTIVE SOFTWARE SYS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Capacitación tripulaciones	\$26,364.66	
2280	MIRTHA ELIZABETH AMARILLA COLMAN	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 162-DC-2018	\$0.00	Reduced price 10%, and extend contract term 24 months.
2281	MNG AIRLINES INC.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2282	MON VOYAGE AGENCIA DE VIAJES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2283	Mónica Pineda	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2284	MONTE S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	LIQUOR SUPPLY CONTRACT	\$0.00	
2285	MONVI SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING SANTA MARTA MC25	\$0.00	
2286	MONVI SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS D93	\$0.00	Extend contract term by 2 months
2287	MONVI SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES16	\$0.00	
2288	MONVI SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN SANTA MARTA AND RIOHACHA D93	\$0.00	Extend contract term by 2 months
2289	MONVI SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT AND COURIER SALE POINTS ADMINISTRATION - MAGDALENA AG150	\$0.00	Commission adjustment
2290	MONVI SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - MAGDALENA AG154	\$0.00	Commission adjustment
2291	Morgan Stanley Capital Group Inc	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ISDA 2002 Master Agreement 20.04.2007	\$0.00	
2292	MOTOBOY S.A DE CV	TACA INTERNATIONAL AIRLINES S.A.	Mensajería doméstica de documentos en El Salvador.	\$0.00	
2293	MSN AIRPORT SERVICE	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AGREEMENT SGHA LAX	\$0.00	
2294	MUDAMOS EXPRESS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 273-DC-2016	\$0.00	
2295	MULTIENTREGA SA	TACA INTERNATIONAL AIRLINES S.A.	Mensajería doméstica de documentos en Panamá.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2296	MULTIMODAL DE TRANSPORTES S.A.S MULTITRANS S.A.S	TAMPA CARGO S.A.S.	Transporte terrestre de carga requerido para QT en BOG y CLO - Colombia.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2297	MULTIVIAJES LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2298	MUNDITUR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2299	MUNDO JOVEN SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2300	MUNDO TURISTICO E U	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2301	MUNDO VIAJES UN DESTINO PARA TI/ KEYLA YULIETH SILVA GARCIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2302	MUNSER SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN ASUNCION 15.10.2008	\$0.00	
2303	MUNSER SA	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN ASUNCION Diciembre 2010	\$0.00	
2304	MUNSER SA	TAMPA CARGO S.A.S.	Cargo Handling ASU	\$0.00	Reduced price 5%, and extended contract term 12 months.
2305	MUTUAL OF OMAHA	C.R. INT L ENTERPRISES, INC.	Insurance policy G0000AXST 0003	\$0.00	
2306	MUTUAL OF OMAHA	AVIANCA, INC.	Insurance policy G0000AXST 0004	\$0.00	
2307	MUTUAL OF OMAHA	AMERICA CENTRAL CORP.	Insurance policy G000AXST 0001	\$0.00	
2308	MUTUAL OF OMAHA	TAMPA CARGO S.A.S.	Insurance policy G000AXST 0002	\$0.00	
2309	MVP INTERNATIONAL FREIGHT SYSTEM IV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios en USA para Comex&Log.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2310	MVP TRANSPORTATION & LOGISTIC INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte terrestre de carga necesarios en USA para Comex&Log AV.	\$0.00	
2311	MW AVIATION LEASING (BVI) LIMITED	TAMPA CARGO S.A.S.	NDA	\$0.00	
2312	MYRIAM LUZ ELIZABETH ZAMORA GONZALE	AVIATECA S.A.	SERVICIO ALIMENTACION PAX CONTINGENCIA	\$0.00	
2313	NACIONAL DE SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 400017868	\$0.00	
2314	NACIONAL DE SEGUROS S.A.	TAMPA CARGO S.A.S.	Insurance policy 400024907	\$0.00	
2315	NACIONAL DE SEGUROS S.A.	AVIANCA COSTA RICA S.A.	Insurance policy 400024908	\$0.00	
2316	NACIONAL DE SEGUROS S.A.	AVIANCA-ECUADOR S.A.	Insurance policy 400024909	\$0.00	
2317	NACIONAL DE SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 400024912	\$0.00	
2318	NACIONAL DE SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 400024912	\$0.00	
2319	NACIONAL DE SEGUROS S.A.	TAMPA CARGO S.A.S.	Insurance policy 400024913	\$0.00	
2320	NACIONAL DE SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 400025180	\$0.00	
2321	NACIONAL DE SEGUROS S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 400025180	\$0.00	
2322	NANCY ELIZABETH QUAN SERRANO	TACA INTERNATIONAL AIRLINES S.A.	CONSULTORIA ANALISIS VERTIMIENTOS GUATEMALA	\$0.00	
2323	NARANJO MARTINEZ & ASOCIADOS CIA LT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services no. 45-DC-2019 subscribed as of January 1st, 2019 and with an undefined term (legal aeronautic counseling).	\$25,688.26	
2324	NASSAR ABOGADOS COSTA RICA SOCIEDAD	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services and local representation no. 145-DC-2019, subscribed since November 1st, 2019 with an undefined term.	\$181,000.00	
2325	Natalia García	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2326	Natalia Rodríguez Patiño	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2327	NATALIE ESPERANZA DBA ENVIOS NA YA	LATIN LOGISTICS, LLC	AGENCY - AG411	\$0.00	
2328	NATIVIDAD ABOGADOS SC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; GRUPO TACA HOLDINGS LIMITED	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
2329	NATURA TRAVEL DE COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2330	NAVARRO & CALVO SA	AVIANCA COSTA RICA S.A.	Servicio de Jardineria Costa Rica	\$0.00	
2331	NEC CORPORATION OF AMERICA	TACA INTERNATIONAL AIRLINES S.A.	Telefonia Fija	\$1,180.00	
2332	NEDIAR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento Mock Up Colombia	\$0.00	Reduced price 5%, and extended contract term 12 months.
2333	NEEK DESARROLLO HUMANO S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE COACHING	\$0.00	
2334	NEGOCIOS CORPORATIVOS B & R, S.A.	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
2335	NETWORK AIRLINES SERVICES	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN UNITED KINGDOM, INDIA, DUBAI, IRELAND & PORTUGAL	\$0.00	
2336	NETWORK CARGO MANAGEMENT CORP	AVIANCA COSTA RICA S.A.	CARGO GENERAL SALES AGREEMENT IN CANADA	\$0.00	
2337	NETWORK CARGO MANAGEMENT CORP	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN U.S.A. (EXCEPT MIA, CA, IL, OR, WA)	\$0.00	
2338	NETWORK CARGO SYSTEMS INTERNATIONAL	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	GSA AGREEMENT	\$0.00	
2339	NETWORK MANAGEMENT SOLUTION OF FLOR	LATIN LOGISTICS, LLC	Utilities agreement MIA	\$604.04	
2340	NETWORK MANAGEMENT SOLUTION OF FLORIDA	AVIANCA, INC.	Mantenimiento Sistemas electricos MIA	\$0.00	
2341	NEW SOUTH PARKING	TACA INTERNATIONAL AIRLINES S.A.	Parking Service JFK	\$50.00	
2342	NHL NIPPON AIRWAYS CO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE TOKYO	\$0.00	
2343	NHL NIPPON AIRWAYS CO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE TOKYO	\$0.00	
2344	NHL NIPPON AIRWAYS CO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner TOKYO	\$0.00	
2345	NHL NIPPON AIRWAYS CO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2346	NHL NIPPON AIRWAYS CO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement TOKYO	\$0.00	
2347	NIDIA MONTOYA GOMEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2348	NIGER AIR CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2349	NIPPON CARGO AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2350	Nissim Jabiles	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2351	NORMA SARMIENTO	TAMPA CARGO S.A.S.	NDA	\$0.00	
2352	NORTH AIR LOGISTICS A.S.	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN NORWAY, SWEDEN, FINLAND AND DENMARK	\$0.00	
2353	NORTUR MURILLO RODRIGUEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2354	NOVATOURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
2355	NOVATOURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2356	NOVELL SOFTWARE NOLA COMPANIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Licencias Back up - dataprotector	\$0.00	
2357	NUALISA ADMINISTRATIES NV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO BPO NOMINA	\$0.00	Reduced price 10%, and extend contract term 24 months.
2358	NUBETOURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2359	NUBIA MARIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Alquiler Gruas COL	\$0.00	Reduced price 10%, and extend contract term 24 months.
2360	NUEVAS INVERSIONES TECNOLOGICAS ASO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2361	NUMITOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2362	NUOVO ALIMENTOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE SNACKS	\$0.00	
2363	OAG WORLDWIDE LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Compra de itinerarios	\$0.00	Reduced price 5%, and extended contract term 12 months.
2364	OAR INDUSTRIAL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento estibadores Servicio a Bordo	\$0.00	Reduced price 10%, and extend contract term 24 months.
2365	Octavio Bravo	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2366	OCTOPUS TRAVEL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2367	OD GUATEMALA Y COMPANIA LIMITADA	AVIATECA, S.A.	Suministro de Papeleria de oficina	\$652.00	
2368	OFERTA DE VIAJES S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2369	OFICINA INTERNACIONAL DE VIAJES RAMARBE S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2370	OFIX SUMINISTRO Y LOGISTICA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Suministro de Colillas automatizadas Bag Tag para ATO en COL, SAL y ECU.	\$0.00	
2371	OFIX SUMINISTRO Y LOGISTICA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMERICAS S.A.S.; TAMPA CARGO S.A.S.	Suministro de papeleria operativa	\$0.00	
2372	OLGA LUCIA MARTINEZ ECHEVERRY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2373	OLIVER WYMAN INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	NDA	\$0.00	
2374	OLYMPIADES BRUSSELS HOTEL SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Accommodation Agreement BRUXELLES	\$0.00	
2375	Olympic Airlines	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2376	OLZTAD, SOCIEDAD ANONIMA	AVIATECA, S.A.	Mantenimiento de compresor hangar	\$0.00	
2377	OM MANAGEMENTINC	TAMPA CARGO S.A.S.	Pruebas de alcohol y drogas	\$0.00	
2378	Oman Air	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2379	OMAN AIR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2380	OMAN AIR S.A.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2381	OMAR FERNANDO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2382	ONE HANDLING SYSTEM SERVICIOS AUXILI	TAMPA CARGO S.A.S.	Cargo Handling Brasil	\$0.00	2 year extension and renegotiation to increase up to 50% the income for document handling
2383	OPEN CLEAN SRL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Facility Management República Dominicana	\$0.00	
2384	OPEN IT SOFTWARE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Licencias Nagios -	\$0.00	Reduced price 5%, and extended contract term 12 months.
2385	OPERA TRANSPORTE Y LOGISTICA INTEGRAL SAS - EN REORGANIZACION	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T99	\$0.00	Extend contract term by 2 months
2386	OPERADOR HOTELERO CALI S.A.S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement CALI	\$0.00	
2387	OPERADOR HOTELERO PACTIA CORFERIAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2388	OPERADORA INTERHOLIDAY SAS	AVIANCA-ECUADOR S.A.	Accommodation Agreement BOGOTA	\$0.00	
2389	OPERADORA OMX SA DE CV	TACA DE MEXICO, S.A.	Suministro de Papeleria de oficina	\$0.00	
2390	OPERADORES DEL LITORAL LTDA	TAMPA CARGO S.A.S.	GROUND FUEL BAQ	\$0.00	
2391	ORACLE COLOMBIA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Documento de pedido de licencia ilimitada perpetua y a termino (PULA)+	\$95,573.31 \$0.00	
2392	ORBITAL SERVICIOS AUXILIARES DE TRAN	TAMPA CARGO S.A.S.	Ramp Services MAO	\$0.00	
2393	ORGANISMO INTERNACIONAL REGIONAL DE	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Fumigación de cajas de madera	\$0.00	
2394	ORGANISMO INTERNACIONAL REGIONAL DE	AVIATECA, S.A.	Fumigación Guacales SAL	\$0.00	
2395	ORGANIZACION DE AVIADORES DE AVIANCA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACTA DE ACUERDO TEMPORAL SUSCRITO ENTRE AVIANCA S.A. Y LA ORGANIZACION DE AVIADORES DE AVIANCA - ODEAA COMO CONSECUENCIA DEL COVID-19 Fecha de firma 23-11-2020	\$0.00	
2396	ORGANIZACION DE AVIADORES DE AVIANCA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ACUERDO COLECTIVO DE TRABAJO SUSCRITO ENTRE AVIANCA Y LOS PILOTOS AVIANCA - LA ORGANIZACIÓN DE AVIADORES DE AVIANCA "ODEAA" Fecha de firma 31-03-2017	\$0.00	
2397	ORGANIZACION TERPEL REPUBLICA DOMIN	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FUEL SUPPLY SANTO DOMINGO SDQ	\$21,372.00	
2398	ORGANIZACION TERPEL S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	FUEL SUPPLY COLOMBIA	\$2,153,866.61	
2399	ORGANIZACION TERPEL S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND FUEL BOG	\$0.00	
2400	ORGANIZACION TURISTICA DEL HUILLA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2401	OSCAR ALONSO GARZON MENDEZ	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	Reduced price 5%, and extended contract term 12 months.
2402	OSCAR BEJARANO COTO Y ASOCIADOS S.A	GRUPO TACA HOLDINGS LIMITED	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
2403	OSDE - FILIAL METROPOLITANA	TAMPA CARGO S.A.S.	Insurance policy P86175488202	\$0.00	
2404	OSHO INGENIERIA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Sistema contra incendios	\$0.00	
2405	OSSA & ASOCIADOS SA VIAJES Y TURISM	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2406	OTECEL S.A.	AVIANCA-ECUADOR S.A.	Telefonia Movil	\$33,954.03	
2407	OUT IN COLOMBIA TRAVEL SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2408	OXITERAPIA LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Asistencia de oxigeno	\$0.00	
2409	PAC LOGISTICA E HANGARAGEM LTDA	TAMPA CARGO S.A.S.	Servicio de Screening CWB	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2410	PACIFIC AIR AGENCY LTDA.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$0.00	
2411	Pacific Aviation Marketing Limited	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$0.00	
2412	PACIFIC SEA FOOD SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE SALMON	\$0.00	
2413	PACUSTOMS CIA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Ecuador para Comex&Log AV.	\$0.00	Reduced price 10%, and extend contract term 24 months.
2414	Pakistan International	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2415	PALOMARES TOURS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2416	PAMIS IMPORTADORES SAS	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
2417	PAN AM INTERNATIONAL FLIGHT ACADEMY	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SIMULATOR (MIA)- Contrato sin numero	\$0.00	
2418	PAN AMERICAN ENERGY SL SUCURSAL ARG	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.		\$0.00	
2419	PAN AMERICAN LIFE INSURANCE COMPANY	TACA DE HONDURAS, S.A. DE C.V.	Insurance policy 45343	\$0.00	
2420	PAN AMERICAN LIFE INSURANCE COMPANY	TACA DE HONDURAS, S.A. DE C.V.	Insurance policy 45344	\$0.00	
2421	PAN AMERICAN LIFE INSURANCE COMPANY	TACA DE HONDURAS, S.A. DE C.V.	Insurance policy 45345	\$0.00	
2422	PAN AMERICAN LIFE INSURANCE COMPANY	TACA DE HONDURAS, S.A. DE C.V.	Insurance policy 45346	\$0.00	
2423	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 33666	\$0.00	
2424	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 33667	\$0.00	
2425	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	AVIANCA COSTA RICA S.A.	Insurance policy 33670	\$0.00	
2426	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 33670	\$0.00	
2427	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Insurance policy 33670	\$0.00	
2428	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	AVIANCA COSTA RICA S.A.	Insurance policy 33671	\$0.00	
2429	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 33671	\$0.00	
2430	PAN AMERICAN LIFE INSURANCE COMPANY SUCURSAL EL SALVADOR	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Insurance policy 33671	\$0.00	
2431	PAN AMERICAN LIFE INSURANCE DE COSTA RICA SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.	Insurance policy 369	\$0.00	
2432	PAN AMERICAN LIFE INSURANCE DE COSTA RICA SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.	Insurance policy 370	\$0.00	
2433	PAN AMERICAN LIFE INSURANCE DE COSTA RICA SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.	Insurance policy 392	\$0.00	
2434	PAN AMERICAN LIFE INSURANCE DE COSTA RICA SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.	Insurance policy 393	\$0.00	
2435	PAN AMERICAN LIFE INSURANCE DE GUATEMALA COMPANIA DE SEGUROS SA	AVIASERVICIOS, S.A.	Insurance policy 56207	\$0.00	
2436	PAN AMERICAN LIFE INSURANCE DE GUATEMALA COMPANIA DE SEGUROS SA	AVIASERVICIOS, S.A.	Insurance policy 56207	\$0.00	
2437	PAN AMERICAN LIFE INSURANCE DE GUATEMALA COMPANIA DE SEGUROS SA	AVIATECA, S.A.	Insurance policy 56207	\$0.00	
2438	PAN AMERICAN LIFE INSURANCE DE GUATEMALA COMPANIA DE SEGUROS SA	AVIATECA, S.A.	Insurance policy 56207	\$0.00	
2439	PAN AMERICAN LIFE INSURANCE DE GUATEMALA COMPANIA DE SEGUROS SA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 56207	\$0.00	
2440	PAN AMERICAN LIFE INSURANCE DE GUATEMALA COMPANIA DE SEGUROS SA	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 56207	\$0.00	
2441	PAN AMERICAN LIFE INSURANCE DE PANAMA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 44029	\$0.00	
2442	PAN AMERICAN LIFE INSURANCE DE PANAMA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 44041	\$0.00	
2443	PANAMERICAN TECHNOLOGY GROUP S.A.	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
2444	PANAMERICANA DE VIAJES SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2445	PANDALATINA HUAMEI INTERN	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2446	PANTUR SRL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2447	PAOLA CRISTINA ORTIZ REA	AVIANCA-ECUADOR S.A.	Material de ID empleados en Ecuador.	\$0.00	Reduced price 5% and extended contract term 12 months.
2448	Paola Orjuela	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2449	Paola Villota	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2450	PAPELERA INTERNACIONAL EL SALVADOR	TACA INTERNATIONAL AIRLINES S.A.	Insumos Higienericos Servicio abordo SAL	\$0.00	
2451	PARAGON INTERNATIONAL AIR SERVICES	TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN PEOPLE'S REPUBLIC OF CHINA	\$0.00	
2452	PARAGON INTERNATIONAL AIR SERVICES	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN TAIWAN, SPECIAL ADMINISTRATIVE REGIONS OF HONG KONG AND MACAU	\$0.00	
2453	PARAISO ECOLOGICO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2454	PARMENIO DE LEONARDIS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de aduanas necesarias en Argentina para Comex&Log ASV.	\$0.00	Reduced price 10%, and extend contract term 24 months.
2455	PARQUE DE LOS ENCUENTROS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2456	PASAJES LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2457	PASEOS POR COLOMBIA /ROSALIA MELO AGUILAR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2458	PASSAROLA TOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2459	Patricia Gómez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2460	PATRIMONIOS AUTONOMOS CREDICORP CAP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2461	PATRIMONIOS AUTONOMOS FIDUCIARIA BA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Utilities BOG	\$0.00	
2462	PATRIMONIOS AUTONOMOS FIDUCIARIA BA	TAMPA CARGO S.A.S.	Utilities BOG	\$0.00	
2463	Paula Ayala	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2464	PAX ASSIST	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Wheelchairs Services JFK	\$0.00	
2465	PAYCARGO LLC	TAMPA CARGO S.A.S.	PAYMENT COLLECTIONS	\$0.00	
2466	PAYU COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OFERTA MERCANTIL PARA EL SERVICIO DE RECEPCIÓN DE PAGOS A TRAVÉS DE INTERNET ENTRE PAGOSONLINE.NET S.A Y AVIANCA, 24 AUG 2009	\$0.00	Addendum to extend contract terms by 12 months
2467	PDC VINOS Y LICORES LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR, S.A.; TACA INTERNATIONAL AIRLINES S.A.	LIQUOR SUPPLY CONTRACT	\$0.00	
2468	PEDRO NEL MULETT BORJA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2469	PEGASO PCS SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Telefonia Fija Mexico	\$10,617.95	
2470	PEM-AIR TURBINE ENGINE SERVICES, LLC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE AGREEMENT	\$101,733.00 \$158,010.00	Extend contract term by 2 years
2471	PEMICA INC	TAMPA CARGO S.A.S.	CCTV MIA	\$157,867.00	Payment Agreement
2472	PEMICA INC	LATIN LOGISTICS, LLC	CORRECTIVE AND PREVENTIVE MAINTENANCE OF RX EQUIPMENT AVX-L02	\$0.00	
2473	PENA HERMANOS TRANSPORTES SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.; TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	PROVISION OF SERVICES 310-DC-2017	\$0.00	
2474	PENG FU SHAN	TACA INTERNATIONAL AIRLINES S.A.	SUMINISTROS DE FILTROS DE AGUA POTABLE	\$0.00	
2475	PEREA Y CIA LIMITADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2476	PEREZ CALDERON Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2477	PERUVIAN TOURS AGENCY SAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
2478	PERUVIAN TOURS AGENCY SAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
2479	PETROBRAS DISTRIBUIDORA SA	TAMPA CARGO S.A.S.	FUEL SUPPLY CWB	\$0.00	Location agreement for an extension of 12 months
2480	PETROBRAS DISTRIBUIDORA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	FUEL SUPPLY GIG	\$0.00	Location agreement for an extension of 12 months
2481	PETROBRAS DISTRIBUIDORA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	FUEL SUPPLY GRU	\$0.00	Location agreement for an extension of 12 months
2482	PETROBRAS DISTRIBUIDORA SA	TAMPA CARGO S.A.S.	FUEL SUPPLY MAO	\$0.00	Location agreement for an extension of 12 months
2483	PETROBRAS DISTRIBUIDORA SA	TAMPA CARGO S.A.S.	FUEL SUPPLY VCP	\$0.00	Location agreement for an extension of 12 months
2484	PETROLERA NACIONAL SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	FUEL SUPPLY PANAMA	\$88,631.45	
2485	PHILIPPINE AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
2486	PHILIPPINE AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2487	PHILIPPINE AIRLINES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2488	PHILIPPINE AIRLINES INC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2489	PHOENIX (SHANGHAI) AIR SERVICES INC.	AVIANCA COSTA RICA S.A.	CARGO GENERAL SALES AGREEMENT IN PEOPLE'S REPUBLIC OF CHINA	\$0.00	
2490	PI PROYECTOS INTEGRALES CL	AVIANCA-ECUADOR S.A.	Obras Menores Ecuador	\$0.00	Reduced price 10%, and extend contract term 24 months.
2491	PILJER SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de aduanas de carga aeronautica y no aeronautica necesarios en México para Comex&Log AV	\$0.00	
2492	PILJER SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2493	PILONIETALVAREZ SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
2494	PILONIETALVAREZ SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
2495	PINTO TOURS VIAJES Y TURISMO LTDA.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2496	PISCINAS SOLYMAR S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento de piscina SAL	\$0.00	
2497	PISCOLABIS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Catering for employees	\$0.00	
2498	PISTA TOURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2499	PIXOSTUDIO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DESARROLLO CURSOS VIRTUALES TALENTO HUMANO	\$0.00	
2500	PKF LITTLEJOHN LLP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2501	PLANETA AZUL DIRECT LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	LEGAL CONTRACT 211DC 2016	\$0.00	Reduced price 5%, and extended contract term 12 months.
2502	PLANETOIR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2503	PLANETOIR S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
2504	PLASTICOS SALFER SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2505	POLAR AIR CARGO LTD.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2506	POLARIS INTERNATIONAL AVI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GENERAL SALES AGENCY AGREEMENT	\$0.00	
2507	POLARIS INTERNATIONAL AVI	AVIANCA COSTA RICA S.A.	PROVISION OF SERVICES	\$0.00	
2508	POLARIS INTERNATIONAL AVI	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
2509	POLARIS INTERNATIONAL AVI	TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES	\$0.00	
2510	Politecnico Grancolombiano	AVIANCA HOLDINGS S.A.	Non-disclosure agreement	\$0.00	
2511	POLLO CAMPERO DE EL SALVA	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2512	POLSKIE LINIE LOTNICZE LO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
2513	POLYSISTEMAS CORP SAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Manejo y Custodia de Archivo en Perú	\$0.00	
2514	POSTCARGO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS T110	\$0.00	Extend contract term by 2 months
2515	POURSHINS INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	FROZEN MEALS CONTRACTS	\$0.00	Unsecure prepetition debt confirmation
2516	POZOS Y BOMBAS, S.A. DE C.V.	TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Mantenimiento de pozos SAL	\$0.00	
2517	PRATT & WHITNEY CANADA CORP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	APU APS5000 ECP (Event Cost Program) Agreement - No 18-ECP-1101 - Date 01-Mar-2019	\$0.00	
2518	PRECISUR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento basculas Dinamicas Deprisa	\$0.00	Reduced price 10%, and extend contract term 24 months.
2519	PREMIER CUSTOMS S DE R.L	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Agenciamiento de aduanas de carga aeronautica y no aeronautica necesarios en Honduras para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2520	PREVEO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMERICAS S.A.S.; TAMPA CARGO S.A.S.	Interventoria Colombia	\$0.00	
2521	PRICE RES	AVIANCA HOLDINGS S.A.	White Label Agreement for Argentina	\$0.00	
2522	PRICE RES	AVIANCA HOLDINGS S.A.	White Label Agreement for Chile	\$0.00	
2523	PRICE RES	AVIANCA HOLDINGS S.A.	White Label Agreement for Mexico	\$0.00	
2524	PRICE RES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Joint Operation (Operación Conjunta)	\$0.00	
2525	PRICE RES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2526	PRIMAX COLOMBIA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND FUEL SUPPLY BOG	\$0.00	
2527	PRIMEFLIGHT AVIATION SERVICES INC	TACA INTERNATIONAL AIRLINES S.A.	Baggage Handling IAH	\$8,546.11	
2528	PRISMA CONSULTORIA INTEGRAL SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Provision of Services for legal services subscribed as of January 9th, 2020 and with an undefined term.	\$0.00	
2529	PRISMA MEDIOS DE PAGO, S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Credit Card Processing/Payment Methods	\$0.00	
2530	PROAIR SERVICIOS AUXILIARES DE TRANS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad aeroportuaria Brasil	\$0.00	
2531	PROCESADORA DE AGUA PROQUITO ASOCIA	AVIANCA-ECUADOR S.A.	SUMINISTRO DE BOTELLAS DE AGUA SOLICITUD DE AFILIACION AL SISTEMA DE PROCESOS DE MEDIOS DE PAGO S.A., 01 DIC 2016	\$0.00	Reduced price 5% and extended contract term 12 months.
2532	PROCESOS DE MEDIOS DE PAGO, S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOLICITUD DE AFILIACION AL SISTEMA DE PROCESOS DE MEDIOS DE PAGO S.A., 01 DIC 2016	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2533	PROCESOS DE MEDIOS DE PAGO, S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SOLICITUD DE AFILIACION AL SISTEMA DE PROCESOS DE MEDIOS DE PAGO S.A., 05 MAR 2012	\$0.00	
2534	Procolombia and Hilton domestic operating company	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Acuerdo de Marketing	\$0.00	
2535	PRODUCCIONES DEL ESTE DOS MIL	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2536	PRODUCCIONES PERFECTAS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 72-DC-2018	\$0.00	Reduced price 5%, and extended contract term 12 months.
2537	PRODUCTOS ALIMENTICIOS DIANA.S.A DE	TACA INTERNATIONAL AIRLINES S.A.	Suministro de snacks	\$0.00	
2538	PRODUCTOS FAMILIA S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insumos higienicos Servicio abordo Colombia	\$0.00	
2539	PRODUCTOS FAMILIA SANCELTA DEL ECUAD	AVIANCA-ECUADOR S.A.	Insumos higienicos SAB Ecuador	\$0.00	
2540	PRODUCTOS RAMO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de achiras	\$0.00	
2541	PRODUCTOS RAMO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE ACHIRAS	\$0.00	
2542	PRODUCTOS RAMO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINISTRO DE MINI BROWNIE	\$0.00	
2543	PROFESSIONAL EXPRESS & LOGISTIC INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte terrestre de carga necesarios dentro de Florida - USA para Comex&Log AV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2544	PROMOCIONES FANTASTICAS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Mezcladores individuales COL	\$0.00	
2545	PROMOTORA DE TURISMO BELISARIO MARIN S.A.S.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2546	PROMOTORA GEO DE SERVICIOS S.A.S.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2547	PROMOTORA HOTEL DANN CARLTON QUITO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Accomodation Agreement QUITO	\$0.00	
2548	PROMOTORA MEDICA LAS AMERICAS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Análisis puestos de trabajo por enfermedad laboral	\$0.00	
2549	PROMOTORA NEPTUNO CIA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2550	PRONUS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
2551	PROSEGUR PARAGUAY S.A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte de valores o efectivo necesario en Paraguay	\$0.00	
2552	PROSEGUR SERVICIOS DE EFECTIVO ESPAÑA S.L.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mensajería doméstica de documentos en Nicaragua.	\$1,135.18	
2553	Proskauer Rose LLP	AVIANCA HOLDINGS S.A.	Provision of Services for legal services, subscribed as of may 1st, 2020 with an undefined term.	\$0.00	
2554	PROSPECT AIRPORT SERVICES INC	TACA INTERNATIONAL AIRLINES S.A.	Porter and PAX Services	\$18,417.38	
2555	PROTEGE TU VIAJE SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
2556	PROTURISMO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2557	PROVEEDORES INTEGRALES PRISA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de Papelería de oficina	\$0.00	
2558	PROVIAJES Y TURISMO LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2559	PROYECTOS CORPECOL SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2560	PSE-ACH	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PRESENTACION AL SERVICIO PSE, 21 SEP 2017	\$0.00	
2561	PUBLICICA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2562	PUBLICACIONES DIGITALES SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COOPERATION 255-DC-2017	\$0.00	
2563	PUBLIPROMUEVE S.A.	AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	CONTRATO PARA AUTORIZACION DE USO DE LA "PLATAFORMA DE PAGOS PLACE TO PAY" - MODELO GATEWAY, 01 JAN 2019	\$0.00	
2564	PUMA ENERGY (AVIATION) LLC (SAL)	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	FUEL SERVICE SAL	\$0.00	
2565	PUNTO CARDINAL COMUNICACIONES SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PANTALLAS CEO	\$0.00	Reduced price 10% and extend contract term 24 months.
2566	Q4 INC	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$0.00 \$135.00	
2567	QANTAS AIRWAYS LTD	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2568	QANTAS AIRWAYS LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2569	QATAR AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2570	QATAR AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2571	QATAR AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2572	QATAR AIRWAYS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	
2573	QATAR AIRWAYS COMPANY Q.C.S.C.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2574	QUALA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de crema de café	\$0.00	
2575	QUANTUM AVIATION SOLUTIONS GMBH	TAMPA CARGO S.A.S.	NDA	\$0.00	
2576	QUANTUM SA	AVIANCA-ECUADOR S.A.	Fumigación de Aeronaves Ecuador	\$0.00	Reduced price 10%, and extend contract term 24 months.
2577	QUANTUM SOLUTION AVIATION	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	
2578	QUIMICAS MUNDIALES SA	SERVICIO TERRESTRE, AEREO Y RAMPA S.A.	Suministro de Cloruro granulado	\$0.00	
2579	QUINTA GENERACION SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2580	R & J CONSULTORES INFORMATICOS S.A.	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE TRANSMISION DE ADUANA	\$0.00	
2581	R & J CONSULTORES INFORMATICOS S.A.	AVIANCA COSTA RICA S.A.	TRANSMISIÓN DE ADUANAS	\$0.00	
2582	R Y C EUROAMERICAN TRAVEL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
2583	R Y C EUROAMERICAN TRAVEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2584	R.R. DONNELLEY DE EL SALVADOR, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Material de paletizaje	\$0.00	
2585	RADIO TAX ARAUCA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS T115	\$0.00	Extend contract term by 12 months
2586	RADITEL SA	AVIANCA COSTA RICA S.A.	Radios	\$0.00	
2587	RAFAEL ESPINOSA G Y CIA S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatition Agreement Cartagena	\$0.00	
2588	RAFAEL ESPINOSA G Y CIA S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatition Agreement Cartagena	\$0.00	
2589	RAFAEL ESPINOSA G Y CIA S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.; TACA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING (RAMP - CTG-BAQ) 197-DC-2016	\$0.00	
2590	RAFAEL ESPINOSA G Y CIA S.A.S.	TAMPA CARGO S.A.S.	PROFESSIONAL SERVICES AGREEMENT	\$0.00	
2591	RAFAEL ESPINOSA G Y CIA S.A.S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES - CM 7100008721	\$16,623.83	
2592	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING BARRANQUILLA, CARTAGENA Y RIOHACHA MC63	\$0.00	
2593	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING BARRANQUILLA, CARTAGENA Y RIOHACHA MC64	\$0.00	
2594	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING BARRANQUILLA, CARTAGENA Y RIOHACHA MC65	\$0.00	
2595	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COURIER SALE POINTS ADMINISTRATION - ATLANTICO AG125	\$0.00	
2596	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COURIER SALE POINTS ADMINISTRATION - BOLIVAR AG112	\$0.00	
2597	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES51	\$0.00	
2598	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES52	\$0.00	
2599	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES53	\$0.00	
2600	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN CARTAGENA, BARRANQUILLA, RIOHACHA Y MAICAO D91	\$0.00	Extend contract term by 2 months
2601	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LEASE No. AG112 AG112	\$0.00	
2602	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LEASE No. AG125 AG125	\$0.00	
2603	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LEASE No. AG110 AG110	\$0.00	
2604	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - ATLANTICO AND GUAJIRA AG126	\$0.00	
2605	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - BOLIVAR AG113	\$0.00	
2606	RAFAEL ESPINOSA G Y CIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - BOLIVAR AG110	\$0.00	
2607	RAMIREZ ARANA Y COMPANIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR, S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 30-DC-2020	\$0.00	Ajuste de tarifas 10% - aumento
2608	RAMIREZ IMPRESORES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de etiquetas operativas	\$0.00	Reduced price 5%, and extended contract term 12 months.
2609	RANCHO EDEN SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PARA TRIPULACION NAL	\$0.00	
2610	RANGER AMERICAN ARMORED SERVICES IN	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte de valores o efectivo necesario en Puerto Rico	\$238.00	
2611	RANS OPERADOR LOGISTICO BOLIVIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Manejo y Custodia de Archivos en Bolivia	\$0.00	
2612	RAUL HUMBERTO MONROY GALLEGO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
2613	READY REFRESH	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2614	RECEPTOUR DEL CARIBE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2615	RECIO TURISMO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2616	RECORD 360 INC	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
2617	RECYCLES DE RL DE CV	ISLEÑA DE INVERSIONES S.A. DE C.V.	Recolección de residuos Honduras	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2618	REDEBAN MULTICOLOR S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	REGLAMENTO DE TRANSACCIONES PARA VENTAS A TRAVES DE SERVICIO ACCESO DIRECTO No. 10705145, 20 JAN 2003	\$0.00	
2619	REFINADORA COSTARRICENSE DE PETROLE	AVIANCA COSTA RICA S.A.	GROUND FUEL SJO	\$0.00	
2620	REFINADORA COSTARRICENSE DE PETROLE	TAMPA CARGO S.A.S.	GROUND FUEL SJO	\$0.00	
2621	REFINADORA COSTARRICENSE DE PETROLE	SERVICIO TERRESTRE, AEREO Y RAMPAS S.A.	GROUND FUEL SUPPLY SJO	\$0.00	
2622	REFORESTACION Y PARQUES S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SPONSORSHIP	\$0.00	
2623	REGATA VIAJES Y TURISMO S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2624	Regional Airline Holding LLC, Julio Luis Caballero, Luis Ignacio Caballero, Alfredo Caballero Herrera	GRUPO TACA HOLDINGS LIMITED	Share Purchase Agreement	\$0.00	
2625	Regional Airline Holding LLC Aerotaxis la Costeña S.A	NICARAGÜENSE DE AVIACIÓN, S.A.	Pledge Agreement	\$0.00	
2626	Regional Airline Holding LLC Turboprop Leasing Company Ltd	GRUPO TACA HOLDINGS LIMITED	Pledge Agreement	\$0.00	
2627	REGIONAL EXPRESS AMERICAS S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) 45-EX-2020	\$0.00	
2628	REINA ISABEL MONTERROSA DE RIVAS	TACA INTERNATIONAL AIRLINES S.A.	Suministro de Papeleria SAL	\$0.00	Reduced price 5%, and extended contract term 12 months.
2629	REINA ISABEL MONTERROSA DE RIVAS	TACA INTERNATIONAL AIRLINES S.A.	Tanques de recolección residuos	\$0.00	Reduced price 5% and extended contract term 12 months.
2630	Renato Covelo	AVIANCA HOLDINGS S.A.	Contrato de Trabajo a Termino Indefinido Con Salario Integral	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to Mr. Neuhauser, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to Mr. Neuhauser, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
2631	Renato Covelo	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2632	RENE ROLANDO MONTES ZECENA	TACA INTERNATIONAL AIRLINES S.A.	Estibas El Salvador -	\$1,260.00	
2633	REPRESENTACIONES AEREAS AR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Cajicá	\$0.00	
2634	REPRESENTACIONES AEREAS AR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Cajicá	\$0.00	
2635	REPRESENTACIONES AVIANCORP SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement	\$0.00	
2636	REPRESENTACIONES DE ORIENTE	AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Servicios de impresos	\$0.00	
2637	REPRESENTACIONES DEL MUNDO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	STORAGE AND ADMINISTRATION K157	\$0.00	Extend contract term by 12 months
2638	REPRESENTACIONES PITTA GA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2639	REPRESENTACIONES SUMICOMP EQUIPOS S	AVIANCA COSTA RICA S.A.	Papelería de Oficina en Costa Rica	\$0.00	Reduced price 5%, and extended contract term 12 months.
2640	REPRESENTACIONES TOLITUR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2641	RESTAURANTE TORTELLI SAS (COL)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COMMERCIAL ALLIANCE	\$0.00	
2642	RESTAURANTES DE OCCIDENTE LIMITADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PARA TRIPULACIONAL	\$0.00	
2643	RESTCAFE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2644	RESTCAFE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2645	RESTCAFE SAS	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2646	RESTCAFE SAS	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2647	RESTCAFE SAS	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2648	RESTUR RESTREPO TURISMO S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2649	RETAIL SERVICES SAC	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2650	REX CARGO NICARAGUA SOCIEDAD ANONIM	TACA INTERNATIONAL AIRLINES S.A.	Transporte de valores o efectivo necesario en Puerto Rico	\$0.00	
2651	REYES TOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2652	RIANO MORENO LA BELLEZA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement	\$0.00	
2653	RICARDO ABARCA HERNANDEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE MONITOREO DE ALARMAS	\$0.00	
2654	RICARDO LEDEZMA COPETE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2655	RICARDO LEOPOLDO SALVADOR	AVIANCA ECUADOR S.A.	CONTRATO DE PRESTACIÓN DE SERVICIO DE MANTENIMIENTO Y ADECUACIONES MENORES A NIVEL NACIONAL	\$42,460.73	
2656	Richard Galindo	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2657	Richard Galindo Sanchez	AVIANCA HOLDINGS S.A.	Acuerdo de Confidencialidad	\$0.00	
2658	Richard Galindo Sanchez	AVIANCA HOLDINGS S.A.	Contrato de Trabajo a Termino Indefinido Con Salario Integral	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to Mr. Neuhauser, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to Mr. Neuhauser, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
2659	Richard Galindo Sanchez	AVIANCA HOLDINGS S.A.	Otrosi al Contrato de Trabajo Celebrado Entre Aerovias del Continente Americano S.A. "Avianca" y Richard Galindo Sanchez	\$0.00	
2660	RICOH COLOMBIA SA- -RICOH ARGENTINA SA-RICOH CHILE SA-RICOH COSTA RICA SA-RICOH DOMINICANA SRL-RICOH EL SALVADOR S.A. DE C.V-RICOH DE GUATEMALA SOCIEDAD ANONIMA-RICOH MEXICANA SA DE CV-RICOH PANAMA SA-RICOH DEL PERU S.A.C-RICOH PUERTO RICO, INC-RICOH USA INC-RICOH; RICOH EL SALVADOR S.A DE C.V; MULTIPOST ANTILLES NV; SUMINISTROS TECNICOS SA DE CV (RICOH HONDURAS)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TACA CARGO S.A.S.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.); AVIATECA, S.A.; TACA DE HONDURAS, S.A. DE C.V.; TACA DE MÉXICO, S.A.; REGIONAL EXPRESS AMÉRICAS S.A.S.	Servicio Impresoras	\$0.00	Waived 100% pretetition debt and reduced price
2661	RIO ASEO TOTAL SA ESP	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2662	RIOJA TURISMO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2663	RISK CONSULTING COLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Validación listas restrictivas	\$0.00	Reduced price 10%, and extend contract term 24 months.
2664	RIVERA Y CIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION CREW	\$0.00	
2665	RODRIGUEZ AZUERO ASOCIADOS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, PO no.7100008043 subscribed as of october 8th, 2019 until november 30th, 2022.	\$0.00	
2666	Rohit Philip	AVIANCA HOLDINGS S.A.	Professional Services Master Agreement	\$0.00	Initial grants of the Management Incentive Plan Pool are to be made within 60 days of Emergence (the final day of such 60-day period, the "Deadline Date"), but in no event will the Deadline Date be earlier than January 1, 2022 If the initial grants are not made by the Deadline Date on terms that are satisfactory to the Counterparty, then the Counterparty will have 60 days to resign (incurring a Walkaway Resignation). If a Walkaway Resignation is incurred or the Counterparty experiences a severance-eligible termination prior to the Deadline Date, then the Counterparty will be eligible for 18 months base salary and their target annual bonus as severance. If the initial grants are made prior to the Deadline Date in a form satisfactory to the Counterparty, then the Counterparty will no longer have the ability to make a Walkaway Resignation and severance upon a termination without Cause or for Good Reason will result in the Counterparty receiving a severance payment of 12 months base salary. If the Counterparty incurs a "qualifying separation" (which includes a (i) Walkaway Resignation, (ii) termination without Cause, or (iii) termination for Good Reason), then the Counterparty will be eligible for severance based on when the termination of employment occurs as follows If a qualifying separation occurs in the period from Emergence through the 180th day following Emergence, then the Counterparty will be entitled to 18 months base salary and target annual bonus. If a qualifying separation occurs in the period from the 181st day following Emergence through the first anniversary of Emergence, then the Counterparty will be entitled to 12 months base salary and target annual bonus. If a qualifying separation occurs following the first anniversary of Emergence or once a
2667	Rolando Damas	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2668	ROLDAN Y CIA, S.A.S.	TAMPA CARGO S.A.S.	Transporte terrestre de carga requerido para QT en BOG yBAQ - Colombia.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2669	ROLLS ROYCE PLC	TAMPA CARGO S.A.S.	Annual Subscription -Engines handbooks	\$0.00	
2670	ROLLS ROYCE PLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Trent 700 QT GTA No DEG 7308 - Amendment No 1 - Date 2013	\$0.00	
2671	ROLLS ROYCE PLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Trent 700 QT GTA No DEG 7308 - Amendment No 2 - Date 23-Oct-2014	\$0.00	
2672	ROLLS ROYCE PLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Trent 700 QT GTA No DEG 7308 - Amendment No 3 - Date 30-Dec-2014	\$0.00	
2673	ROLLS ROYCE PLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Trent 700 QT GTA No DEG 7308 - Amendment No 4 - Date 28-Nov-2019	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2674	ROLLS ROYCE PLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Trent 700 QT GTA No DEG 7308 - Side Letter No 1 - Date 30-Jun-2012	\$0.00	
2675	ROLLS ROYCE PLC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Trent 700 QT GTA(General Terms) and TotalCare Agreement - No DEG 7308 - Date 30-Jun-2012	\$0.00	
2676	ROLLS-ROYCE CONTROLS AND DATA SERVI	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Controls and Data Services AQD software license Agreement - Dated October 21 2010	\$0.00	
2677	ROMERO PINEDA & ASOCIADOS S.A DE C.V	GRUPO TACA HOLDINGS LIMITED	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
2678	ROMERO ZAPIOLA CLUSELLAS Y SLUGA AB	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services and local representation, subscribed as of March 1st, 2019 until February 1st, 2022.	\$0.00	Extended Contract 12 months
2679	ROSALIA MELO AGUILAR	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES CM -710000335	\$0.00	
2680	ROSSIYA AIRLINES O.J.S.C.	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2681	ROSUMA SAC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
2682	ROSUMA SAC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
2683	Royal Air Maroc	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2684	ROYAL AIR MAROC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2685	ROYAL BRUNEI	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2686	Royal Jordanian	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2687	RP&C ABOGADOS CIA. LTDA.	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
2688	RUBBERSHOES INDUSTRIAL CIA LTDA	AVIANCA-ECUADOR S.A.	CINTURONES Y ZAPATOS ECU	\$0.00	
2689	RVA CARGO EXPRESS LLC/ DIANA P SIM	LATIN LOGISTICS, LLC	AGENCY - AG293	\$0.00	
2690	S.C. C.N.T.A.R TAROM SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2691	S.C. C.N.T.A.R TAROM SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2692	Sabre GLBL Inc. -Air Vision	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Air Vision	\$0.00	Reduced price of contract
2693	Sabre GLBL Inc. -Flight explorer	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Flight explorer	\$0.00	Reduced price of contract
2694	SAC BE VENTURES COLOMBIA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement CALI	\$0.00	
2695	SAFE DATA RESOURCES SA DE CV	TACA DE MÉXICO, S.A.	Manejo y Custodia de Archivos en México.	\$0.00	Reduced price 10%, and extend contract term 24 months.
2696	SAFRAN CABIN CATERING INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Purchase Agreement Ref. AVIASAF 07102019	\$0.00	
2697	SAFRAN LANDING SYSTEMS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Services Agreement for Exchange and Overhaul of A330 Family Aircraft Landing Gears	\$578,539.96 \$488,684.82	Waived 20% Pre-petition debt
2698	SAFRAN LANDING SYSTEMS SERVICES AMERICAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Service Agreement for Exchange and Overhaul of A320CEO Family AC Landing Gears	\$445,047.05 \$364,237.62	Waived 20% Pre-petition debt
2699	SAFTPAY	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	TERMS FOR SAFETYPAY PAYMENT SOLUTION ACCEPTANCE, 23 FEB 2018	\$0.00	
2700	SAFTPAY INC. DBA AS SAFETYPAY	AVIANCA COSTA RICA S.A.	TERMS FOR SAFETYPAY PAYMENT SOLUTION ACCEPTANCE, 23 FEB 2018	\$0.00	
2701	SAIMEX SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Agenciamiento de aduanas necesarias en El Salvador para Comex&Log ASV.	\$0.00	Reduced price 10%, and extend contract term 24 months.
2702	SAINTGOBAIN SULLY	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; GRUPO TACA HOLDINGS LIMITED	Aircraft component repair services. Flight Deck and Cabin Window Selection Agreement (Windows A320NEO Fleet)	\$0.00	Payment terms
2703	SALAZAR Y ASOCIADOS	AVIANCA HOLDINGS S.A.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Provision of Services for legal services subscribed as of February 22nd, 2018 and with an undefined term (legal aeronautic counseling).	\$0.00	
2704	SALTALANT SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE TRADUCCIONES OFICIALES	\$0.00	Reduced price 5%, and extended contract term 12 months.
2705	SALVADOREÑOS AUTORES, COMPOSITORES E INTERPRETES MUSICALES	TACA INTERNATIONAL AIRLINES S.A.	Author's royalties	\$0.00	
2706	SAMARA SOCIEDAD ANÓNIMA SAMSIC HANDLING DOMINICANA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
2707	SAMSIC HANDLING DOMINICANA SAS	TAMPA CARGO S.A.S.	Cargo Handling SDQ	\$0.00	
2708	SAMSIC HANDLING DOMINICANA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	CARGO HANDLING SERVICE SDQ	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2709	SAMSUNG ELECTRONICS COLOMBIA S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COOPERATION	\$0.00	
2710	SAMWILL AVIATION NV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (WHEELCHAIRS CUR) 161-DC-2018	\$0.00	Reduced price 5%, and extended contract term 12 months.
2711	SAN FRANCISCO INTERNATIONAL AIRPORT	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Cableado aeropuerto SFO	\$0.00	
2712	SANALOCURA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUMINSITRO DE SNACKS	\$0.00	
2713	Sandra Álvarez Quinche	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2714	SANTIDAD VEGETAL SDQ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Entidad gubernamental el pago es por ley por lo tanto no existe contrato juridico.	\$515.13	
2715	SANSA S.A. RZ 684, ISLEÑA S.A. WC 506 AEROPERLAS S.A. WL 054	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	Special prorate agreement San José	\$0.00	
2716	SANTANDER S. A MEXICO	TACA INTERNATIONAL AIRLINES S.A.	ADDENDUM QUE CELEBRAN POR UNA PARTE BANCO SANTANDER, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER, REPRESENTADA EN ESTE ACTO POR LOS SEÑORES LICENCIADA REBECA NORIEGA PIÑA E INGENIERO IGNACIO JESUS HIDALGO ORTEGA, A QUIEN EN LO SUCESIVO SE LE DENOMINARÁ EL "BANCO" Y POR LA OTRA , REPRESENTADA POR A QUIEN EN LO SUCESIVO SE LE DENOMINARA EL "AFILIADO" CON RELACIÓN AL CONTRATO DE AFILIACIÓN DE COMERCIOS DE FECHA 1 DE OCTUBRE DE 2005, SUSCRITO POR LAS PARTES, LO CUAL SE EFECTUA CON BASE EN LAS SIGUIENTES, 01 OCT 2009	\$0.00	
2717	SANTANDER S. A MEXICO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE PRESTACIÓN DE SERVICIOS PARA LA AFILIACIÓN A TARJETAS DE CRÉDITO Y/O DÉBITO QUE CELEBRAN POR UNA PARTE BANCO SANTANDER, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER, A QUIEN EN LO SUCESIVO SE DENOMINARÁ COMO EL "ADQUIRENTE" Y POR OTRA PARTE LA PERSONA CUYO NOMBRE APARECE EN EL DOCUMENTO QUE CONTIENE LAS CONDICIONES PARTICULARES QUE RESULTARÁN APLICABLES AL PRESENTE CONTRATO - EN ADELANTE "CARÁTULA" - , A QUIEN EN LO SUCESIVO SE DESIGNARÁ COMO EL "AFILIADO", AL TENOR DE LAS SIGUIENTES DECLARACIONES, DEFINICIONES Y CLÁUSULAS, 01 OCT 2005	\$0.00	
2718	SANTANDEREANA DE TURISMO L ALIANXA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2719	SANTANDEREANA DE VIAJES LIMITADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2720	SANTIAGO ALOY SOCIEDAD ANONIMA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de utiles de oficina	\$0.00	
2721	Santiago Diago	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2722	SANTIAGO GUSTAVO ROSERO PACHECO	AVIANCA-ECUADOR S.A.	Calibración de alcoholímetros	\$0.00	Reduced price 10%, and extend contract term 24 months.
2723	Santiago Valencia	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2724	SANTINITOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2725	SANTO JACOBO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Asesoría fiscal y administrativa para Avianca S.A. - Sucursal República Dominicana	\$0.00	
2726	SANTO JACOBO	AVIANCA COSTA RICA S.A.	Asesoría fiscal y administrativa para Avianca S.A. - Sucursal República Dominicana	\$0.00	
2727	SANTOS DEL CASTILLO CLINT ARTURO	AVIANCA-ECUADOR S.A.	Útiles de Oficina Ecuador	\$0.00	Reduced price 5%, and extended contract term 12 months.
2728	SAP COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SSFF FP 221121402 221258038 221167265	\$0.00	Reduced price of contract
2729	SAP COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Subscription SAP Ariba FP 220832698, 220832734, 220816257	\$0.00	
2730	SAP COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Subscription SAP Hanna FP 220853819	\$598,626.44 \$874,299.18	
2731	SARAVIA BRAVO SOCIEDAD POR ACCIONES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2732	SARL ATR TRAINING CENTER	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Renovación licencia software de rendimiento FOS/SPS - ATR	\$0.00	
2733	SAS SCANDINAVIAN AIRLINES SYSTEM	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2734	SAS SCANDINAVIAN AIRLINES SYSTEM	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
2735	SAS SPHEREA TEST AND SERVICES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Support Agreement for ATEC Shop in RNG MRO / Ref 415.18.0201 / Signature Date 17/OCT/19	\$0.00	3% price reduction
2736	Saudi Arabian Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2737	SAUDI ARABIAN AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2738	SAUL HUMBERTO ELIZONDO	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE AVALUO TERRENOS	\$0.00	
2739	SAUL VICENTE PADILLA RAMIREZ	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	Reduced price 10% and extend contract term 24 months.
2740	SCALA ASCENSORES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mantenimiento Ascensores MRO	\$0.00	Reduced price 10%, and extend contract term 24 months.
2741	SCAND AIR CARGO SAC	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN PERU 16.11.2018	\$0.00	
2742	SCANDINAVIAN AIR CARGO SERV AUX LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2743	SCANDINAVIAN AIR CARGO SERV AUX LTD	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AGREEMENT GSA	\$0.00	
2744	SCANDINAVIAN AIR CARGO SERV AUX LTD	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN BELGIUM, GERMANY, HOLLAND & SWITZERLAND	\$0.00	
2745	SCANDINAVIAN AIR CARGO SERV AUX LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN BRAZIL 01.01.2012	\$0.00	
2746	SCANDINAVIAN AIR CARGO SERV AUX LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN CHILE 15.06.2018	\$0.00	
2747	SCANDINAVIAN AIR CARGO SERV AUX LTD	TACA INTERNATIONAL AIRLINES S.A.	CARGO GENERAL SALES AGREEMENT IN ITALY	\$0.00	
2748	SCANDINAVIAN AIR CARGO SERV AUX LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
2749	SCANDINAVIAN AIR CARGO SERV AUX LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
2750	Scandinavian Airlines System (EuroBonus)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
2751	SCOTIABANK COLPATRIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE PRESTACION DE SERVICIOS CELEBRADO ENTRE AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA Y MULTIBANCA COLPATRIA, 27 AUG 2012	\$0.00	
2752	SCOTIABANK EL SALVADOR, S.A.	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
2753	SD CONSULTING SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2754	Sebastián Hoyos Beltrán	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2755	SEBASTIAN MIGUEL DOMINGUEZ	AVIANCA COSTA RICA S.A.	Asesoría impositiva para Avianca Costa Rica - Sucursal Argentina	\$0.00	
2756	SEBASTIAN MIGUEL DOMINGUEZ	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Asesoría impositiva para Avianca SA - Sucursal Argentina	\$0.00	
2757	SEBASTIAN MIGUEL DOMINGUEZ	TAMPA CARGO S.A.S.	Asesoría impositiva para Tampa Cargo - Sucursal Argentina	\$0.00	
2758	SECURITAS COLOMBIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMERICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.	Seguridad aeroportuaria COL	\$490,909.68	Waived 70% pre-petition debt and Payment agreement
2759	SECURITAS ECUADOR CIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad aeroportuaria Ecuador	\$148,159.80	Waived 70% pre-petition debt and Payment agreement
2760	SECURITAS SAC	AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad aeroportuaria Peru	\$6,401.10	Waived 70% pre-petition debt and Payment agreement
2761	Seger Investments, Corp.	AVIANCA HOLDINGS S.A.	Share Sale and Purchase Agreement	\$0.00	
2762	SEGURIDAD 2000 SRL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad aeroportuaria Uruguay	\$0.00	
2763	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 1006	\$0.00	
2764	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 115638	\$0.00	
2765	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 2835	\$0.00	
2766	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 71024	\$0.00	
2767	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 71026	\$0.00	
2768	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 71028	\$0.00	
2769	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 73262	\$0.00	
2770	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 8824	\$0.00	
2771	Seguros Confianza	AVIANCA-ECUADOR S.A.	Insurance policy 982	\$0.00	
2772	SEGUROS DE VIDA SURAMERICANA SA	TAMPA CARGO S.A.S.	Insurance policy 110412	\$0.00	
2773	SEGUROS DE VIDA SURAMERICANA SA	TAMPA CARGO S.A.S.	Insurance policy 802601	\$0.00	
2774	SEGUROS DE VIDA SURAMERICANA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 804345	\$0.00	
2775	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008019	\$0.00	
2776	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008020	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2777	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008021	\$0.00	
2778	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008022	\$0.00	
2779	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008023	\$0.00	
2780	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008024	\$0.00	
2781	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008025	\$0.00	
2782	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008026	\$0.00	
2783	SEGUROS DEL ESTADO S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 101008029	\$0.00	
2784	SEGUROS EL ROBLE SA	AVIASERVICIOS, S.A.	Local property damage policy in guatemala, policy number 71080, period 12/01/2019 - 7/15/2021, this policy renew with the same insurer, period 7/15/2021 - 7/14/2022, policy Number Aviaservicios 10-02031 & Aviateca 10-02017	\$0.00	
2785	SEGUROS EL ROBLE SA	AVIASERVICIOS, S.A.	PROVISION OF SERVICES 7100000562	\$0.00	
2786	SEGUROS EL ROBLE SA	AVIATECA, S.A.	PROVISION OF SERVICES 7100008893	\$0.00	
2787	SEGUROS EL ROBLE SOCIEDAD ANONIMA	AVIASERVICIOS, S.A.	Insurance policy 10-02031	\$0.00	
2788	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 1313771	\$0.00	
2789	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 2061951	\$0.00	
2790	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 2102035	\$0.00	
2791	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 2259150	\$0.00	
2792	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 40005572443	\$0.00	
2793	SEGUROS GENERALES SURAMERICANA S.A.	TAMPA CARGO S.A.S.	Insurance policy 40005757953	\$0.00	
2794	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 452854	\$0.00	
2795	SEGUROS GENERALES SURAMERICANA S.A.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 472097	\$0.00	
2796	SELVA VIAJES Y TURISMO SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2797	SEPTICLEAN SAS ESP	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Limpieza Baños Portátiles	\$0.00	Reduced price 5%, and extended contract term 12 months.
2798	SERANGELLI GARCIA Y ASOCIADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES	\$0.00	
2799	SERCARGA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Almacenamiento en Rionegro COL.	\$0.00	
2800	SERTUR L. ALIANXA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2801	SERVAIR SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Cargo Handling SDQ	\$0.00	
2802	SERVAIR SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad Aeroporturia Republica Dominicana	\$0.00	
2803	SERVIBARRAS LTDA	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2804	SERVIBARRAS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2805	SERVIBARRAS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SUPLIER	\$0.00	
2806	SERVICIO DE AVIACION ALLIED ECUATORIANA CL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	INTOPLANE SERVICE UIO	\$63,518.37	
2807	SERVICIO EXPRESS CORP	LATIN LOGISTICS, LLC	AGENCY - AG204 Multibrand Agency Agreement	\$0.00	
2808	SERVICIO NACIONAL DE SALUD ANIMAL	SERVICIO TERRESTRE, AEREO Y RAMPA S.A.	Fumigación de Aeronaves regulatoria	\$0.00	
2809	SERVICIO PANAMERICANO DE PROTECCION BRINKS N.V.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Transporte de valores o efectivo necesario en Curazao provenientes de las ventas que hay en CTO o ATO.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2810	SERVICIOS ADUANALES MIRANDA SERAMI	AVIANCA COSTA RICA S.A.	Agenciamiento de aduanas necesarias en Costa Rica para Comex&Log ASV.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2811	SERVICIOS AEREOS MAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Line maintenance Agreement for LPB y VVI station. Date of agreement July 6th, 2017	\$0.00	
2812	SERVICIOS AEROMEDICOS INTEGRALES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exámenes médicos pilotos y tripulaciones	\$0.00	
2813	SERVICIOS AEROPORTUARIOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (RAMP - PSO)	\$0.00	
2814	SERVICIOS AEROPORTUARIOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES 7100008072	\$0.00	
2815	SERVICIOS AEROPORTUARIOS INTEGRADOS	REGIONAL EXPRESS AMÉRICAS S.A.S.	Contract for ground handling services Bases (BGA, CLO, CTG, CZU, EOH, IBE, MTR, NVA, PSO) 45-EX-2020- IATA SGHA / 2018	\$0.00	
2816	SERVICIOS AEROPORTUARIOS INTEGRADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HADLING K195	\$0.00	
2817	SERVICIOS AEROPORTUARIOS INTEGRADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Intercompany - GROUND HANDLING (PAX) CZU) 178-DC-2018	\$0.00	
2818	SERVICIOS AEROPORTUARIOS INTEGRADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Intercompany - GROUND HANDLING (RAMP-BGA-MTR) 67-DC-2019	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2819	SERVICIOS AEROPORTUARIOS INTEGRADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	Intercompany - GROUND HANDLING (RAMP-CZU) 180-DC-2018	\$0.00	
2820	SERVICIOS AEROPORTUARIOS INTEGRADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMERICAS S.A.S.; TACA S.A.; TAMPA CARGO S.A.S.	Intercompany -GROUND HANDLING (RAMP - BOG) 275-DC-2017	\$0.00	
2821	SERVICIOS AEROPORTUARIOS INTEGRADOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
2822	SERVICIOS DE AEROPUERTOS BOLIVIANOS	AVIANCA-ECUADOR S.A.	GROUND HANDLING (RAMP-LPB)	\$0.00	
2823	SERVICIOS DE COMUNICACIONES DE HOND	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Serv. Aeroportuarios telecomunicaciones	\$0.00	
2824	SERVICIOS DE COMUNICACIONES DE HOND	TACA DE HONDURAS, S.A. DE C.V.	Serv. Aeroportuarios telecomunicaciones	\$0.00	
2825	SERVICIOS DE INFORMACION Y DE VALOR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Custodia de medios magnéticos.	\$0.00	Reduced price 5%, and extended contract term 12 months.
2826	SERVICIOS ELECTRONICOS HJ PARRA S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$0.00	Waived 70% pre- petition debt payment terms and reduced price
2827	SERVICIOS GRANCOLOMBIANA IPS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exámenes médicos pilotos y tripulaciones	\$0.00	
2828	SERVICIOS INTEGRALES EN ADUANAS Y T	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2829	SERVICIOS LOGISTICOS Y AUXILIARES D	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Limpieza GUA	\$0.00	Reduced price 5% and extended contract term 12 months.
2830	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING AT AIRPORT IN PEREIRA MC72	\$0.00	
2831	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COURIER SALE POINTS ADMINISTRATION - EJE AND ANTIOQUIA AG101	\$0.00	
2832	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES 54	\$0.00	
2833	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES55	\$0.00	
2834	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES58	\$0.00	
2835	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatition Agreement Medellin	\$0.00	
2836	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatition Agreement Medellin	\$0.00	
2837	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN ANTOQUIA AND EJE CAFETERO D89	\$0.00	Extend contract term by 2 months
2838	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN MANIZALES, PEREIRA AND ARMENIA D99	\$0.00	Extend contract term by 2 months
2839	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T104	\$0.00	Extend contract term by 2 months
2840	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - ANTIOQUIA AG100	\$0.00	
2841	SERVICIOS POSTALES ESPECIALIZADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - ANTIOQUIA AND EJE AG99	\$0.00	
2842	SERVICIOS PROFESIONALES PARA VEHICU	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; REGIONAL EXPRESS AMERICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Servicio de limpieza de aeronaves COL	\$0.00	
2843	SERVICIOS PROFESIONALES TURISTICOS S A SERPROTUR	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2844	SERVICIOS WFSE ECUADOR C.L.	AVIANCA-ECUADOR S.A.	GROUND FUEL ECUADOR	\$0.00	
2845	Servicios y Soluciones Empresariales Nasi	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Servicios Profesionales	\$0.00	
2846	SERVICIOS Y TECNOLOGIA AEROPORTUARI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Puntos de red	\$0.00	
2847	SERVIMETERS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Certificacion de puertas y ascensores Colombia	\$0.00	Reduced price 5%, and extended contract term 12 months.
2848	SERVIMETERS SA	TAMPA CARGO S.A.S.	Certificacion de puertas y ascensores Colombia	\$0.00	Reduced price 5% and extended contract term 12 months.
2849	SERVINCLUIDOS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2850	SERVIPALLET SA	TAMPA CARGO S.A.S.	Cargo Handling Ecuador	\$0.00	
2851	SERVISEG SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SECURITY (MID) - Contrato sin numero	\$0.00	
2852	SETEL N V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Moviles	\$0.00	Reduced price of contract
2853	SFO FUEL COMPANY, LLC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Amended and restated limited liability company agreement of SFO FUEL COMPANY LLC	\$0.00	
2854	SFO FUEL COMPANY, LLC	TACA INTERNATIONAL AIRLINES S.A.	San Francisco International Airport Amended and restated Fuel system interline agreement	\$0.00	
2855	SGS COLOMBIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONSULTORIA ANALISIS VERTIMIENTOS	\$0.00	
2856	SHAPIRO & ASSOCIATES PC	TACA INTERNATIONAL AIRLINES S.A.	CONSULTORIA LEGAL PARA SEGUROS	\$0.00	Reduced price 10%, and extend contract term 24 months.
2857	SHEILA JEAN HOOKER O NEILL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2858	SHENZHEN AIRLINES CO LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2859	SHENZHEN AIRLINES CO LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2860	SHENZHEN AIRLINES CO LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio sala VIP	\$0.00	
2861	Shenzhen Airlines Co, Ltd	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
2862	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	"Preposición" Agreement	\$0.00	
2863	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING SAN ANDRES MC03	\$0.00	
2864	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES19	\$0.00	
2865	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representation Agreement	\$0.00	
2866	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN SAN ANDRES D96	\$0.00	Extend contract term by 9 months
2867	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING (PAX-ADZ) 49-DC-2019	\$0.00	
2868	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING (RAMP-ADZ) 125-DC-2019	\$0.00	
2869	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T103	\$0.00	Extend contract term by 2 months
2870	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - ISLAS AG152X	\$0.00	
2871	SIATO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - ISLAS AG156	\$0.00	
2872	SIBO AVANCE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Relojes Biométricos	\$0.00	
2873	SIEMENS SA	TACA INTERNATIONAL AIRLINES S.A.	Sistema de Alarmas y Control de Incendios	\$0.00	
2874	SILK WAY	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2875	Silver Airways	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	BITA	\$0.00	
2876	SILVER AIRWAYS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2877	SILVER AIRWAYS CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
2878	Silvia Mosquera	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
2879	SIMPLIFICA T S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Suministro de Papelería de oficina	\$0.00	
2880	SINAGRI SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accommodation Agreement SAN SALVADOR	\$0.00	
2881	SINCLAIR LEVER LIZBETH - BISTRONET 2	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2882	SINDICATO NACIONAL DE TRABAJADORES DE AVIANCA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONVENCION COLECTIVA DE TRABAJO SINDITRA - SINTRAVA 2015-2020 fecha de firma 14 de agosto de 2015	\$0.00	
2883	Sindicato Nacional de Trabajadores de Transportes, Transformación, Aviación, Servicios y Similares	TACA DE MÉXICO, S.A.	CONTRATO COLECTIVO DE TRABAJO TACA DE MEXICO S.A.-SNTTTASS Fecha de firma 22 de enero de 2015	\$0.00	
2884	SINDICATO NACIONAL DE TRABAJADORES DEL SECTOR AEREO Y SERVICIOS COMPLEMENTARIOS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LAUDO ARBITRAL AVIANCA - SINTRAEREOS 2021 - 2023 fecha de firma 25 de mayo de 2021	\$0.00	
2885	Singapore Airlines Limited	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
2886	SINGAPORE AIRLINES LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE SINGAPORE	\$0.00	
2887	SINGAPORE AIRLINES LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner SINGAPORE	\$0.00	
2888	SINGAPORE AIRLINES LTD	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2889	SINGAPORE AIRLINES LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement SINGAPORE	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2890	SISTEMAS ASTER SOCIEDAD ANONIMA	TACA INTERNATIONAL AIRLINES S.A.	Software de nomina	\$0.00	
2891	SISTEMAS E INSTALACIONES EN TELECOM	TACA INTERNATIONAL AIRLINES S.A.	Radios	\$0.00	
2892	SISTEMAS ELECTRICOS Y DE CABLEADO E	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento cableado de datos Costa Rica	\$0.00	
2893	SISTEMAS INTERNACIONALES HC CIA LTD	AVIANCA-ECUADOR S.A.	Radios	\$0.00	Reduced price 10%, and extend contract term 24 months.
2894	SITA B.V.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Baggage (BRS)	\$0.00	Waived 100% pretetition debt and reduced price
2895	SITA B.V.; SITA Switzerland Sàrl	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cute	\$0.00	Waived 100% pretetition debt and reduced price
2896	SITA Switzerland Sàrl	TAMPA CARGO S.A.S.	Aircraft communications	\$0.00	Waived 100% pretetition debt and reduced price
2897	SITA Switzerland Sàrl	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Worldtracer	\$0.00	Waived 100% pretetition debt and reduced price
2898	SKY AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2899	SKYFUEL AVIATION SERVICES OF FORT L - PRIME FLIGHT SOLUTIONS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTOPLANE SERVICE FLL	\$1,790.25	
2900	SKYLEASE CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2901	SKYSCANNER LT	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Servicio de Metabuscar	\$0.00	
2902	SKYWEST AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2903	SMART PACK SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Bolsas de Mareo Servicio Abordo	\$0.00	
2904	SMG COMPANIA ARGENTINA DE SEGUROS SA.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 63423	\$0.00	
2905	SMITH SCALE INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2906	SMITHS DETECTION INC	TAMPA CARGO S.A.S.	Distribuidor máquina de rayos x	\$0.00	
2907	SN BRUSSELS AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2908	SN BRUSSELS AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2909	SN BRUSSELS AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	
2910	SOCIACO LOGISTICS SOCIEDAD ANONIMA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CUSTOMS AVX D06	\$0.00	
2911	SOCIEDAD AEROPORTUARIA DE LA COSTA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Lease Agreement CTG	\$0.00	
2912	SOCIEDAD AIR FRANCE AIR FRANCE SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
2913	SOCIEDAD AIR FRANCE AIR FRANCE SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2914	SOCIEDAD AIR FRANCE AIR FRANCE SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
2915	SOCIEDAD AIR FRANCE AIR FRANCE SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2916	SOCIEDAD CIVITANO LANACIONAL SAC	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2917	SOCIEDAD DE AUTORES Y COMPOSITORES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Autor's royalties	\$0.00	
2918	SOCIEDAD DE PRODUCTORES DE FONOGRAM	AVIANCA-ECUADOR S.A.	Autor's royalties	\$0.00	
2919	SOCIEDAD DE PRODUCTORES DE FONOGRAM	AVIANCA-ECUADOR S.A.	SERVICIO DE DERECHOS DE AUTOR	\$0.00	
2920	SOCIEDAD DE TRANSPORTES BASULTO ZUÑIGA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 84-DC-2018	\$0.00	Reduced price 10%, and extend contract term 24 months.
2921	SOCIEDAD GENERAL DE AUTORES Y COMPO	AVIANCA-ECUADOR S.A.	Autor's royalties	\$0.00	
2922	SOCIEDAD GENERAL DE AUTORES Y COMPO	AVIANCA-ECUADOR S.A.	SERVICIO DE DERECHOS DE AUTOR	\$0.00	
2923	SOCIEDAD HOTELERA CIEN INTERNACIONA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2924	SOCIEDAD HOTELERA LOS TAJIBOS S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR, S.A.; TACA INTERNATIONAL AIRLINES S.A.	Accommodation Agreement SANTA CRUZ	\$0.00	Reduced price 10%, and extend contract term 24 months.
2925	SOCIEDAD HOTELERA SAN PABLO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2926	SOCIEDAD HOTELERA TEQUENDAMA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2927	SOCIEDAD OPERADORA CALLE 100 ROYAL SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2928	SOCIEDAD OPERADORA DE AEROPUERTOS C	TAMPA CARGO S.A.S.	Utilities MDE	\$0.00	
2929	SOCIEDAD OPERADORA URBAN ROYAL CALL	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Accommodation Agreement BOGOTA	\$0.00	
2930	SOCIEDAD PARA EL AVANCE DE LA PSICO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE COACHING	\$0.00	
2931	SOCIEDAD TIERRADENTRO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2932	SOCIEDAD VETERINARIA POR LA SANIDAD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Entidad gubernamental el pago es por ley por lo tanto no existe contrato juridico.	\$1,300.00	
2933	SOCIETE INTERNATIONALE DE TELECOMMU	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Enlaces	\$0.00	Waived 100% pretetition debt and reduced price
2934	SOCIETE INTERNATIONALE DE TELECOMMU	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mensajería tipo B	\$0.00	Waived 100% pretetition debt and reduced price
2935	SODETRANS SAS	TAMPA CARGO S.A.S.	PROVISION OF SERVICES No. 183-DC-2017	\$0.00	
2936	SODEXO ARGENTINA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Facility Management Argentina	\$0.00	Waived 100% pre-petition
2937	SODEXO COSTA RICA SOCIEDAD ANONIMA	AVIANCA COSTA RICA S.A.	Facility Management Costarica	\$0.00	Waived 100% pre-petition
2938	SODEXO MEXICO SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	GASO CONTRACT	\$0.00	
2939	SODEXO MEXICO SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	PREMIUM CONTRACT	\$0.00	
2940	SODEXO MEXICO SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	UNIFORM CONTRACT	\$0.00	
2941	SODEXO S A S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.; REGIONAL EXPRESS AMÉRICAS S.A.S.	Facility Management Colombia	\$0.00	Waived 100% pre-petition
2942	SODEXO SERVICIOS PANAMA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Facility Management Panama	\$0.00	Waived 100% pre-petition
2943	SOFTMANAGEMENT SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Countex	\$0.00	Reduced price 10%, and extend contract term 24 months.
2944	SOL MAR AIRE LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2945	SOL Y MAR LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2946	SOLARIS LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2947	SOLIANA BONAPART AND AARDENBURG	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
2948	SOLUCIONES DE LOGISTICA Y DISTRIBUC	TACA INTERNATIONAL AIRLINES S.A.	Sellos de Seguridad en El Salvador	\$0.00	
2949	SOLUCIONES Y SERVICIOS DE HONDURAS	TACA INTERNATIONAL AIRLINES S.A.	Facility Honduras	\$0.00	
2950	SONDA DE COLOMBIA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Citrix	\$0.00	
2951	South African Airways	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
2952	SOUTH AFRICAN AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
2953	SOUTH AFRICAN AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement	\$0.00	
2954	SOUTH AFRICAN AIRWAYS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
2955	SOUTH AFRICAN AIRWAYS CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
2956	SOUTH FLORIDA LIFT GAS LLC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2957	SOUTH NET TURISMO SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2958	SOUTHWEST AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2959	SPENCER STUART STAR MANAGEMENT MEXI	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SERVICIO DE CONSULTORIA ENCUESTAS DE COMPROMISO	\$0.00	Reduced price 10%, and extend contract term 24 months.

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2960	SPIRIT	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
2961	SPIRIT AIRLINES INC	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2004-AXM	\$0.00	
2962	SPIRIT AIRLINES INC	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2004-BOG	\$0.00	
2963	SPIRIT AIRLINES INC	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2004-CLO	\$0.00	
2964	SPIRIT AIRLINES INC	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2004-CTG	\$0.00	
2965	SPIRIT AIRLINES INC	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2004-RNG	\$0.00	
2966	SPORTS TOURS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
2967	SPRINGSHOT INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Software de seguimiento a procesos de aeropuertos	\$0.00	Reduced price of contract
2968	SriLankan Airlines Limited	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
2969	SSA SISTEMAS EL SALVADOR, S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Soporte al hardware exadata	\$0.00	
2970	STANDARD & POORS FINANCIAL SERVICES	AVIANCA HOLDINGS S.A.	PROVISION OF SERVICES	\$6 814.00 \$68 140.90	
2971	Standard Bank PLC	TACA INTERNATIONAL AIRLINES S.A.	ISDA 2002 Master Agreement 12.09.2008	\$0.00	
2972	STAR ALLIANCE SERVICES GMBH	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA S.A.; TACA INTERNATIONAL AIRLINES S.A.	ALLIANCE AGREEMENT FRANKFURT	\$0.00	
2973	STAR ALLIANCE SERVICES GMBH	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Data Protection Agreement Frankfurt	\$0.00	
2974	STERLING BROKERAGE SERVICES	TAMPA CARGO SAS	Payment Agreement	\$9 501.00	
2975	STERLING COURIER	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios en USA.	\$0.00	
2976	STERLING TRANSPORTATION INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
2977	STERLING TRANSPORTATION INC	TAMPA CARGO S.A.S.	Transporte terrestre interestatal de carga esencial requerido para QT dentro de USA	\$106,127.25	Waived 25% pre-petition debt and Payment Terms
2978	STEVEN ALEXANDER	AVIANCA COSTA RICA S.A.	Elaboracion y firma de certificaciones de retenciones a proveedores en el exterior.	\$0.00	
2979	STEVEN ALEXANDER	AVIANCA COSTA RICA S.A.	Elaboracion y firma de certificaciones de retenciones a proveedores en el exterior.	\$0.00	
2980	STEWART & STEVENSON DE LAS AMERICAS COLOMBIA LTDA	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial contract (Services hired by the Debtor)	\$32 797.99	
2981	STOCKHOLM RADIO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE RADIOS	\$0.00	
2982	STOGEL CATERING BVBA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE DESAYUNOS	\$8,191.50	
2983	STOGEL CATERING BVBA	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE DESAYUNOS	\$0.00	
2984	STRATEGIC POINTS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2985	STUDENT TRAVEL CENTER LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2986	SU TEMPORAL S.A	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	
2987	SUB 1 SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE PRESTACIÓN DE SERVICIOS DE TRANSFERENCIA Y ADMINISTRACIÓN DE TRANSACCIONES DE PAGO ELECTRÓNICO, 06 OCT 2006	\$0.00	
2988	SUB ZERO ICE SERVICES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Hielo Seco MIA	\$558.34	
2989	SUBATOURS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
2990	SUBVALLE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2991	SUBWAY DE GUATEMALA SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2992	SUBWAY DE GUATEMALA SA	AVIANCA COSTA RICA S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
2993	SUBWAY DE GUATEMALA SA	AVIATECA, S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2994	SUBWAY DE GUATEMALA SA	TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
2995	SUBWAY DE GUATEMALA SA	ISLEÑA DE INVERSIONES, S.A. DE C.V.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
2996	SULOGISTICA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Cali	\$0.00	
2997	SULOGISTICA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representatitoin Agreement Cali	\$0.00	
2998	SUMIMAS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 243 DC 2017	\$0.00	Reduced price 5%, and extended contract term 12 months.
2999	SUMINISTRO LOGISTICO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3000	SUMINISTROS INDUSTRIALES DE COLOMBI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Contrato de brocas y puntas mantenimiento COL	\$0.00	Reduced price 5%, and extended contract term 12 months.
3001	SUMINISTROS INDUSTRIALES DE COLOMBI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de herramientas	\$0.00	Reduced price 5%, and extended contract term 12 months.
3002	SUMINISTROS INDUSTRIALES DE COLOMBI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de brocas y mantenimiento Vending machine	\$0.00	Reduced price 5%, and extended contract term 12 months.
3003	SUN PETROLEUM CORPORATION SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	GROUND FUEL SUPPLY RTB	\$0.00	
3004	SUPER DESTINO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3005	SUPERIOR CLEANING SERVICES, S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.; TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Servicio Aseo SAL	\$0.00	Reduced price 5%, and extended contract term 12 months.
3006	SUR 10 HOTELES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement LA PAZ	\$0.00	Reduced price 5%, and extended contract term 12 months.
3007	Surinam Airways	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
3008	Swiss Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
3009	SWISS AIRLINES LX-247	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
3010	Swiss International Air lines Ltd	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
3011	SWISS INTERNATIONAL AIRLINES LTD	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3012	SWISS INTERNATIONAL AIRLINES LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner	\$0.00	
3013	SWISSPORT AMSTERDAM BV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO SALAS VIP	\$0.00	
3014	SWISSPORT AVIATION SERVICES DE MEXICO S.A. DE C.V.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Passanger services MEX	\$0.00	Payment Agreement
3015	SWISSPORT BRASIL LTDA	TAMPA CARGO S.A.S.	Cargo Ramp VCP	\$0.00	Waived 100% Pre-petition debt, and changed from 15 days to 30 days of payment
3016	SWISSPORT BRASIL LTDA	AVIANCA COSTA RICA S.A.	GROUND HANDLING (PAX - GIG)	\$0.00	Waived 100% Pre-petition debt, and changed from 15 days to 30 days of payment
3017	SWISSPORT BRASIL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (RAMP - GIG)	\$0.00	Waived 100% Pre-petition debt, and changed from 15 days to 30 days of payment
3018	SWISSPORT BRASIL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Ramp Services GIG	\$0.00	Waived 100% Pre-petition debt, and changed from 15 days to 30 days of payment
3019	SWISSPORT BRASIL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Ramp Services GRU	\$0.00	Waived 100% Pre-petition debt, and changed from 15 days to 30 days of payment
3020	SWISSPORT CANADA HANDLING INC	AVIANCA COSTA RICA S.A.	GROUND HANDLING (RAMP YYZ)	\$0.00	
3021	SWISSPORT CARGO SERVICES AEROCARGO	AVIANCA-ECUADOR S.A.	Agenciamiento de aduanas de carga aeronáutica y no aeronáutica necesarios en Curazao para Comex&Log AV.	\$0.00	
3022	SWISSPORT CARGO SERVICES AEROCARGO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.; TAMPA CARGO S.A.S.	Cargo Handling CUR	\$0.00	Payment Agreement
3023	SWISSPORT CARGO SERVICES BELGIUM	TAMPA CARGO S.A.S.	Cargo Handling BRU	\$0.00	Waived 100% pre-petition and Payment Agreement
3024	SWISSPORT CARGO SERVICES LP	TAMPA CARGO S.A.S.	Linehaul MIA	\$0.00	Payment Agreement
3025	SWISSPORT CARGO SERVICES THE NETHER	TAMPA CARGO S.A.S.	Cargo Handling AMS	\$0.00	
3026	SWISSPORT CHILE SA	TAMPA CARGO S.A.S.	Cargo Ramp SCL	\$0.00	Payment Agreement and reduced price
3027	SWISSPORT CHILE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (RAMP - SCL)	\$0.00	Payment Agreement and reduced price
3028	SWISSPORT CURACAO N.V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND HANDLING (RAMP/PAX CUR)	\$0.00	Payment Agreement and reduced price
3029	SWISSPORT GB LIMITED	TAMPA CARGO S.A.S.	Cargo Handling LHR	\$0.00	Waived 100% pre-petition and Payment Agreement
3030	SWISSPORT GBH HONDURAS SA	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling TGU-SAP	\$42,055.73	
3031	SWISSPORT HANDLING SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Cargo HandLING MDA- BCN	\$0.00	Waived 100% pretetition debt and 3 years extention
3032	SWISSPORT HANDLING SA	TAMPA CARGO S.A.S.	Ramp Services ZAZ	\$0.00	Waived 100% pretetition debt and 3 years extention
3033	SWISSPORT SA FUEL SERVICES LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTOPLANE SERVICE MIA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3034	SWISSPORT SA FUEL SERVICES LLC	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICE MIA	\$0.00	
3035	SWISSPORT SA FUEL SERVICES LLC	TAMPA CARGO S.A.S.	INTOPLANE SERVICE MIA	\$9,337.05	
3036	SWISSPORT SA FUEL SERVICES LLC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	INTOPLANE SUPPLY MIA	\$2,325.09	
3037	SWISSPORT USA INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (RAMP MIA-FLL-IAD-SFO-MCO-JFK)	\$0.00	Payment Agreement
3038	SWISSPORT USA INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Line maintenance Agreement for LAX, SFO, JFK, IAD stations Date of agreement January 15th, 2020	\$0.00 \$0,094.00	
3039	SWISSPORT USA INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
3040	SWISSPORT USA INC	TAMPA CARGO S.A.S.	Servicio Limpieza Oficinas	\$351.00	
3041	SWISSPORT USA INC - SWISSPORT SAUSA, LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GROUND HANDLING (PAX MIA-FLL-IAD-SFO)	\$0.00	Payment Agreement
3042	SYLVER AIRWAYS CORP.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE FORT LAUDERDALE	\$0.00	
3043	SYLVER AIRWAYS CORP.	TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE FORT LAUDERDALE	\$0.00	
3044	SYNERGY XPERIENCE SAS	AVIANCA COSTA RICA S.A.	SERVICIO DE CONSULTORIA ENCUESTAS	\$0.00	
3045	T MOBILE USA INC	AVIANCA, INC.	Servicio de Moviles	\$2,225.10	Reduced price of contract
3046	T MOBILE USA INC	TAMPA CARGO S.A.S.	Servicio de Moviles	\$0.00	Reduced price of contract
3047	TAAG	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3048	TAAG-Linhas Aereas de Angola	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
3049	TABACARCEN SA TABABELA CARGO CENTER	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling UIO	\$0.00	
3050	TABACARCEN SA TABABELA CARGO CENTER	AVIANCA-ECUADOR S.A.	Transporte terrestre de carga Impo/Expo necesarios dentro de ATO UIO en Ecuador.	\$0.00	
3051	TABOSA PTY	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	CONTRATO DE ASISTENCIA EN TIERRA PANAMA	\$0.00	
3052	TACA COSTA RICA S.A	AVIANCA COSTA RICA S.A.	INTERCOMPANY	\$0.00	
3053	TACA INTERNATIONAL AIRLINES SA	LATIN LOGISTICS, LLC	Acuerdo de servicios asistencia en tierra 01.08 2010	\$0.00	
3054	TAIRONA LINES BV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GENERAL SALES AGENCY AGREEMENT	\$0.00	
3055	TALMA ECUADOR SERVICIOS AEROPORTUAR I	TAMPA CARGO S.A.S.	Cargo Ramp UIO - GYE	\$0.00	
3056	TALMA ECUADOR SERVICIOS AEROPORTUAR I	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA S.A.	GROUND HANDLING (RAMP - PAX -SCY-MEC-OCC-GPS)	\$0.00	
3057	TALMA SERVICIOS AEROPORTUARIOS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling LIM	\$0.00	
3058	TALMA SERVICIOS AEROPORTUARIOS SA	AVIANCA HOLDINGS S.A.	Clean team protocol	\$0.00	
3059	TALMA SERVICIOS AEROPORTUARIOS SA	AVIANCA HOLDINGS S.A.	Non-disclosure agreement	\$0.00	
3060	TAM LINHAS AEREAS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Line maintenance Agreement for GIG station. Date of agreement May 15th, 2016	\$0.00	
3061	TAMPA CARGO S.A.S.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	COMMERCIAL CONTRACT CONTRATO DE PRESTACION DE SERVICIOS DE MANTENIMIENTO DE EQUIPOS MOTORIZADOS	\$0.00	
3062	TAP	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3063	TAP Portugal	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
3064	TAP PORTUGAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
3065	TAP PORTUGAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	ZED Airline Partner	\$0.00	
3066	TAP PORTUGAL TP-047	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA	\$0.00	
3067	TAP Transporte Aereos Portugueses, S.A. (Victoria)	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3068	TARJETAS BANAMEX DE MEXICO, S.A DE C.V., SOFOM, E.R., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CONTRATO DE PRESTACIÓN DE SERVICIOS PARA ESTABLECER EL PROGRAMA DE CARGOS PARCIALES QUE CELEBRAN POR UNA PARTE AEROVIAS DEL CONTINENTE AMERICANO SA CON NO. DE CLIENTE 85133041 REPRESENTADA POR MIGUEL ANGEL CARDONA AHUMADA, A QUIEN EN LO SUCESIVO SE LE DESIGNARÁ COMO "LA EMPRESA" Y, POR OTRA PARTE, TARJETAS BANAMEX, S.A. DE C.V., SOFOM, E.R., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, REPRESENTADO POR LOS SEÑORES ALEJANDRO ATANASIO GUTIERREZ HERNANDEZ Y GABRIELA SAENZ CABRERA, A QUIEN EN LO SUCESIVO SE LE DESIGNARA COMO "TARJETAS BANAMEX", Y EN SU CONJUNTO LAS PARTES, AL TENOR DE LAS SIGUIENTES DECLARACIONES Y CLAUSULAS, 27 JUN 2017	\$0.00	
3069	TARJETAS BANAMEX DE MEXICO, S.A DE C.V., SOFOM, E.R., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX	TACA INTERNATIONAL AIRLINES S.A.	CONTRATO DE PRESTACIÓN DE SERVICIOS PARA ESTABLECER EL PROGRAMA DE CARGOS PARCIALES QUE CELEBRAN POR UNA PARTE TACA INTERNATIONAL AIRLINES SA CON NO. DE CLIENTE 85133041 REPRESENTADA POR MIGUEL ANGEL CARDONA AHUMADA, A QUIEN EN LO SUCESIVO SE LE DESIGNARA COMO "LA EMPRESA" Y, POR OTRA PARTE, TARJETAS BANAMEX, S.A. DE C.V., SOFOM, E.R., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, REPRESENTADO POR LOS SEÑORES ALEJANDRO ATANASIO GUTIERREZ HERNANDEZ Y GABRIELA SAENZ CABRERA, A QUIEN EN LO SUCESIVO SE LE DESIGNARÁ COMO "TARJETAS BANAMEX", Y EN SU CONJUNTO LAS PARTES, AL TENOR DE LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS, 27 JUN 2017	\$0.00	
3070	TARJETAS DE CREDITO DE OCCIDENTE, S.A.	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE TRANSFER OF PARTNER POINTS TO LIFEMILES	\$0.00	
3071	Tarom Romamian	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
3072	TAX SHELTER CONS. TRIB. S.R.L.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
3073	TAX SHELTER CONS. TRIB. S.R.L.	AVIANCA-ECUADOR S.A.	Provision of Services for legal services, subscribed since may 8th, 2020 with an undefined term. (labor law)	\$0.00	
3074	TAXCENTER SAS	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 157-DC-2017	\$0.00	
3075	TBH SERVICES	AVIANCA COSTA RICA S.A.	Baggage handling YYZ	\$0.00	
3076	TDGI MANTENIMIENTO Y SERVICIOS INTE	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Facility Management BCN	\$0.00	Reduced price 10%, and extend contract term 24 months.
3077	TECNOLOGIA EN SEGURIDAD PRIVADA SSI	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SECURITY (Seguridad y Vigilancia)	\$0.00	
3078	TECNOLOGIA EN SEGURIDAD PRIVADA SSI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Seguridad Aeroporturia Mexico	\$21,698.00	
3079	TECNOLOGIAS UNIDAS S.A DE C.V	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	RAMP SERVICE TGU - SAP	\$0.00	
3080	TELCOR	TACA INTERNATIONAL AIRLINES S.A.	Comunicaciones	\$0.00	
3081	TELEFONIA CELULAR DE NICARAGUA, S.A	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Moviles	\$14,950.00	Reduced price of contract
3082	TELEFONICA GLOBAL SOLUTIONS USA INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Toll free	\$759.08	Reduced price of contract
3083	TELEFONICA MOVILES EL SALVADOR SA	TACA INTERNATIONAL AIRLINES S.A.	Telefonia movil	\$22,651.01	Reduced price of contract
3084	TELEMOVIL EL SALVADOR S A DE C V	TACA INTERNATIONAL AIRLINES S.A.	Servicio de Moviles	\$2,415.54	Reduced price of contract
3085	TELETAMPA EXPRESS LLC	LATIN LOGISTICS, LLC	AGENCY - AG121 Multibrand Agency Agreement	\$0.00	
3086	TELMO MESIAS	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION PAX CONTINGENCIA	\$0.00	
3087	TEODORO BALTAZAR CASTILLO BORJA	TACA INTERNATIONAL AIRLINES S.A.	GROUND FUEL GUA	\$0.00	
3088	TERMINAL AEROPORTUARIA DE GUAYAQUIL	AVIANCA-ECUADOR S.A.	INTOPLANE SERVICE GYE	\$0.00	
3089	TERMINAL AEROPORTUARIA DE GUAYAQUIL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTOPLANE SERVICES GYE	\$0.00	
3090	TERMINAL AEROPORTUARIA DE GUAYAQUIL	AVIANCA-ECUADOR S.A.	INTOPLANE SERVICES GYE	\$0.00	
3091	TERMINAL AEROPORTUARIA DE GUAYAQUIL	TACA INTERNATIONAL AIRLINES S.A.	INTOPLANE SERVICES GYE	\$0.00	
3092	TERMINAL AEROPORTUARIA DE GUAYAQUIL	TAMPA CARGO S.A.S.	INTOPLANE SERVICES GYE	\$0.00	
3093	TERMINAL DE CARGAS DEL ECUADOR SA T	AVIANCA-ECUADOR S.A.	Cargo Handling GYE	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3094	TERMINALES SANTAMARIA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMP CARGOS S.A.S.	Cargo Handling SJO	\$0.00	3 year extension 10% discount waive PPD
3095	TERMINALES SANTAMARIA SA	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMP CARGO S.A.S.	PROFESSIONAL SERVICES AGREEMENT	\$55.92	
3096	TERPEL COMERCIAL DEL PERU SRL	AVIANCA COSTA RICA S.A.	FUEL SUPPLY PERU	\$232,928.15	
3097	TERRA NOVA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3098	TEVCO L CIA LIMITADA	AVIANCA-ECUADOR S.A.	Transporte de valores o efectivo necesario en Ecuador	\$0.00	
3099	THAI AIRWAYS INTERNATIONAL PUBLIC COMPANY LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
3100	THAI AIRWAYS INTERNATIONAL PUBLIC COMPANY LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
3101	THAI AIRWAYS INTERNATIONAL PUBLIC COMPANY LIMITED	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	
3102	THALES AVIONICS INC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	SERVICE	\$0.00	
3103	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Purchase Agreement No. 3075 dated October 03, 2006 (as amended and supplemented, Purchase Agreement) between The Boeing Company (Boeing) and Aerovias del Continente Americano S.A. Avianca (Customer) relating to Boeing model 787 aircraft (Aircraft)	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3104	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Aircraft General Terms Agreement No. AGTA-AVI dated October 03, 2006 (as amended and supplemented, AGTA) between Boeing and Customer	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3105	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Customer Services General Terms Agreement No. 59-1 dated January 18, 2001 (as amended and supplemented, CSGTA) between Boeing and Customer	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3106	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Orders for Airplane Health Management, dated December 6, 2017 (AHM) between Customer and Boeing	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3107	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Order for On-Board Performance Tool dated January 09, 2014 (OPT) between Boeing and Customer	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3108	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Master Services Agreement No. AVI-02711 (new Jeppesen Contract No. AVI-MA-S-00073) dated December 06, 2005 (as amended and supplemented, MSA) between Boeing Digital Solutions, Inc. (f/k/a Jeppesen Sanderson, Inc.) and Customer	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3109	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Supplemental Agreement for Crew Pairing and Crew Rostering dated December 06, 2005 (as amended and supplemented, Supplemental Crew Pairing and Rostering Agreement) between Customer and Boeing Digital Solutions, Inc. (f/k/a Jeppesen Sanderson, Inc.)	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3110	THE BOEING COMPANY	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Aircraft Health Monitoring (B787) REF AHM-11722-AVL-RCP-R4 AHM-11777-AVI-RCP-R4 / Signature date: 15/DEC/17	\$0.00	The Accommodation, Assumption and Termination Agreement for Two (2) 787-9 Aircraft addresses the termination of the Debtors' agreement to purchase two aircraft, the assumption of identified miscellaneous agreements in exchange for considerations regarding future work to be undertaken by Boeing.
3111	THE COFFEE CAKE SA DE CV	TACA INTERNATIONAL AIRLINES S.A.; TECHNICAL AND TRAINING SERVICES, S.A. DE C.V.	Catering for employees	\$128.36	
3112	THE EMBASSY TO ALL TRAVEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3113	THE GALLERY TRAVEL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3114	THE INTERNET CORPORATION FOR ASSIGN	AVIANCA HOLDINGS S.A.	Top level domain	\$12,500.00	
3115	THERMO PLAST SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	Bolsas Servicio a bordo SAL	\$0.00	
3116	THOMAS COOK AIRLINES LTD	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMP CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3117	THOMPSON SAFETY LLC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
3118	THYSSENKRUPP ELEVADORES, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento ascensores Salvador	\$0.00	Reduced price 10%, and extend contract term 24 months.
3119	THYSSENKRUPP ELEVADORES, S.A.	TACA INTERNATIONAL AIRLINES S.A.	Mantenimiento ascensores Salvador	\$0.00	Reduced price 10%, and extend contract term 24 months.
3120	TI724 SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Licenciamiento Vmware	\$0.00	
3121	TIKKE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	"Preposición" Agreement	\$0.00	
3122	TIKKE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Exclusive Representation Agreement	\$0.00	
3123	TMF COSTA RICA TMFCR LTDA	SERVICIO TERRESTRE AEREO Y RAMPA S.A. COSTA RICA AVIANCA COSTA RICA S.A.	Payment Agreement	\$20,433.07	
3124	TMF EL SALVADOR LTDA DE CV	AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; NICARAGÜENSE DE AVIACIÓN, S.A.; TACA DE HONDURAS, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.	SERVICIO BPO FINANZAS	\$81,087.83	Payment Terms

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3125	TMF GUATEMALA LIMITADA	AVIATECA SA AVIASERVICIOS SA	Payment Agreement	\$5,159.45	
3126	TMF HONDURAS SERVICES SRL	ISLENA DE INVERSIONES SA DE CV TACA HONDURAS DE SA CV	Payment Agreement	\$18,825.26	
3127	TMF NICARAGUA Y COMPANIA LIMITADA	NICARAGUENSE DE AVIACION SA	Payment Agreement	\$15,067.29	
3128	TOBIAS GROUP INC	AVIANCA, INC.	Servicio Limpieza MIA	\$4,291.66	
3129	TOKIO MARINE COMPANIA DE SEGUROS S.A. DE C.V.	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy RCMX000094300	\$0.00	
3130	TOM BRADLEY INTERNATIONAL TERMINAL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	Airport Facilities and Lease Agreement LAX	\$242,577.99	
3131	TOTAL AIRPORT SERVICES LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Cargo Handling SFO	\$7,000.00	
3132	TOTAL CLEANING SERVICES CURACAO NV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Servicio de Limpieza Curazao	\$0.00	
3133	TOTAL PACK INC	TAMPA CARGO S.A.S.	Suministro de Plástico Stretch para cubrir y preservar carga.	\$35,926.74	Waived 10% pre-petition debt
3134	TOTAL TRUST SERVICES CORP	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
3135	TOTES LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	Servicio de Limpieza Bolivia	\$0.00	Reduced price 5%, and extended contract term 12 months.
3136	TOUR CARIBBE SOCIEDAD ANÓNIMA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3137	TOUR VACATION HOTELES AZUL SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3138	TOUREXITO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3139	TOUS ABOGADOS ASOCIADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services (litigation and counseling), the contract only in effect when there is a litigation, this service will activate with the start of the litigation and will end when the litigation is finished. (There is no term, it only activates with the process of litigation)(litigation and counseling)	\$0.00	
3140	TRAFALGAR TOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3141	TRANSAMERICA CO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3142	TRANSBANK	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	ANEXO CONTRATO DE AFILIACIÓN TARJETAS DE CRÉDITO PARA VENTAS DE CALL CENTER A TRAVES DE POS VIRTUAL, 28 JUL 2008	\$0.00	
3143	TRANSPORT SERVICE GM	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES 39-DC-2018	\$0.00	
3144	TRANSPORTACION MEXICO EXPRESS SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	HANDLING OF LAND LOAD	\$0.00	Screening rate increase
3145	TRANSPORTE BUICK SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSP BAGGAG	\$0.00	
3146	TRANSPORTE MARSOL SAS	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 182-DC-2017	\$0.00	
3147	TRANSPORTE SANTANA TRIANGULO DEL CA	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 156-DC-2017	\$0.00	
3148	TRANSPORTE Y TURISMO 1 A SAS	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 238-DC-2017	\$0.00	
3149	TRANSPORTES AEREOS PORTUGUESES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE LISBOA	\$0.00	
3150	TRANSPORTES AEROMAR SA DE CV	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	CONTRATO DE ARRENDAMIENTO	\$0.00	
3151	TRANSPORTES AEROMAR SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
3152	TRANSPORTES AEROMAR SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement	\$0.00	
3153	TRANSPORTES ESPECIALES A&S SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 237-DC-2015	\$0.00	
3154	TRANSPORTES ESPECIALES EDQUIOS SAS	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 168-DC-2017	\$0.00	
3155	TRANSPORTES KOCHOY SA	TAMPA CARGO S.A.S.	Transporte Terrestre crew y colaboradores	\$0.00	
3156	TRANSPORTES RIOJA LIMITADA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 83-DC-2018	\$0.00	
3157	TRANSPORTES TURÍSTICOS SERVICIOS MÚLTIPLES	NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.); TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 167-DC-2018	\$0.00	
3158	TRANSPORTES VIGIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (LD) T106	\$0.00	Extend contract term by 2 months
3159	TRANSPORTES VIGIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (LD) T93	\$0.00	Extend contract term by 2 months
3160	TRANSPORTES Y TURISMOS 1A S.A.S	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	PROVISION OF SERVICES	\$0.00	Reduced price 10%, and extend contract term 24 months.
3161	TRANSTYPE SERVICES INC	LATIN LOGISTICS, LLC	AGENCY - AG106 Regular Agency Agreement	\$0.00	
3162	TRAVEL & TRAVEL LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3163	TRAVEL AIR AGENCIA DE VIAJES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3164	TRAVEL CENTER SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3165	TRAVEL CLUB SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3166	TRAVEL DEPOT SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3167	TRAVEL INTERNATIONAL SA DE CV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3168	TRAVEL MANAGEMENT CORPORA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3169	TRAVEL PLANS S A S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3170	TRAVELTRIP ASSISTANCE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3171	TRAVESIAS EXPERIENCIALES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3172	TRESOR COLOMBIEN SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3173	TRI COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	SERVICIO DE CONSULTORIA CULTURA ORGANIZACIONAL	\$0.00	Reduced price 5%, and extended contract term 12 months.
3174	TRI COUNTY INDUSTRIAL REFRIGERATION	TAMPA CARGO S.A.S.	Sistema de refrigeracion Miami	\$410.00	
3175	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING BARRANCABERMEJA MC60	\$0.00	
3176	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING BUCARAMANGA MC59	\$0.00	
3177	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING NEIVA Y LETICIA MC76	\$0.00	Cargo handling service addition
3178	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CARGO HANDLING PASTO MC44	\$0.00	
3179	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COURIER SALE POINTS ADMINISTRATION -SANTANDER AG107	\$0.00	
3180	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	COURIER SALE POINTS ADMINISTRATION - VALLE AG64	\$0.00	
3181	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES 29	\$0.00	
3182	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES27	\$0.00	
3183	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES28	\$0.00	
3184	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES28	\$0.00	
3185	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES29	\$0.00	
3186	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES32	\$0.00	
3187	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES33	\$0.00	
3188	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES34	\$0.00	
3189	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES43	\$0.00	
3190	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES47	\$0.00	
3191	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES47	\$0.00	
3192	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES48	\$0.00	
3193	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES48	\$0.00	
3194	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CROSS DOCKING PROCESS ES62	\$0.00	
3195	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DISTRIBUTION OF DOCUMENTS (INFORMATION TO AVIANCA CREW) D100	\$0.00	
3196	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN DUITAMA, NEIVA, SOGAMOSO, TUNJA, FLORENCIA, GIRARDOT, HONDA, IBAGUE, LA DORADA Y MARIQUITA D104	\$0.00	
3197	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND DISTRIBUTION OF CARGO AND COURIER SHIPMENTS IN VALLE DEL CAUCA, CAUCA, NARIÑO, BUCARAMANGA AND BARRANCABERMEJA, D90	\$0.00	Extend contract term by 2 months
3198	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION AND EXPRESS COURIER SHIPPING IN DUITAMA, NEIVA, SOGAMOSO, TUNJA, FLORENCIA, GIRARDOT, HONDA, IBAGUE, LA DORADA Y MARIQUITA T118	\$0.00	
3199	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T105	\$0.00	Extend contract term by 2 months
3200	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS FOR THE CLIENT CRUZ VERDE T116	\$0.00	Extend contract term by 24 months
3201	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTLETS ADMINISTRATION - CUNDINAMARCA AG165	\$0.00	
3202	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - NARIÑO AG57	\$0.00	
3203	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - CAUCA AG97	\$0.00	
3204	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - HUILA TOLIMA CAQUETA BOYACA Y LETICIA AG167	\$0.00	
3205	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - SANTANDER AG109	\$0.00	
3206	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	OUTSOURCING CORPORATE CLIENT - VALLE AG56	\$0.00	
3207	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - CALI AG56	\$0.00	
3208	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - CAUCA AG145	\$0.00	Commission adjustment
3209	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - NARIÑO AG121	\$0.00	Commission adjustment
3210	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - NARIÑO AG65	\$0.00	
3211	TRI FIT S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - SANTANDER AG144	\$0.00	Commission adjustment

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3212	TRIFIT S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SALES POINT AGENCY - DUITAMA, SOGAMOSO, TUNJA FLORENCIA NEIVA NEIVA APTO LETICIA IBAGUE LA DORADA IBAGUE GIRARDOT AG166	\$0.00	Commission adjustment
3213	TRIFIT S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SELF CURRIER K159	\$0.00	Extend contract term by 24 months distribution of documents service addition
3214	TRIANGLE SERVICES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Baggage Handling MIA	\$0.00	
3215	TRIP OFFERS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3216	TRIPURI AVIATION PTE LTD	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	GENERAL SALES AGENCY AGREEMENT	\$0.00	
3217	TRIVENTO BODEGAS Y VINEDOS SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 114-DC 2019	\$84,000.00	Payment Terms and waived 19% prepetition debt
3218	TROLEX COMPANIA EXTERMINADORA SA DE	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Fumigación de Aeronaves Honduras	\$0.00	Reduced price 10%, and extend contract term 24 months.
3219	TROLEX COMPANIA EXTERMINADORA SA DE	TACA INTERNATIONAL AIRLINES S.A.	Fumigación de Aeronaves SAL	\$0.00	Reduced price 10%, and extend contract term 24 months.
3220	TROTAMUNDOS S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3221	Trujillo Betanzos y Asociados	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Servicios Profesionales	\$0.00	
3222	TRULEN DE CENTROAMERICA SOCIEDAD AN	AVIATECA, S.A.	Fumigación de Aeronaves GUA	\$0.00	Reduced price 10%, and extend contract term 24 months.
3223	TRULY NOLEN INC	AVIANCA, INC.	Fumigación de Aeronaves GUA	\$0.00	Reduced price 10%, and extend contract term 24 months.
3224	TUI AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3225	Tunis Air	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
3226	TURISMAN SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3227	TURISMO AL VUELO SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3228	TURISMO ANDINO SAS AGENCI	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3229	TURISMO BOLIVIA - PERU S.R.L.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES 38-DC-2018	\$0.00	
3230	TURISMO CONTINENTAL LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3231	TURISMO DEL MORROSQUILLO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3232	TURISMO EL GLOBO S A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3233	TURISMO INTERNACIONAL DEL ORIENTE S	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3234	TURISMO LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3235	TURISMO MARVAM SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3236	TURISMO SEIS CONTINENTES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3237	TURISMO SEIS CONTINENTES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3238	TURISMO SOCIEDAD ANÓNIMA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3239	TURISMO TOTAL SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement Bogota	\$0.00	
3240	TURISMO TOTAL SA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement Medellin	\$0.00	
3241	TURISMUNDO LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3242	TURKISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	CODE SHARE ISTANBUL	\$0.00	
3243	TURKISH AIRLINES	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE ISTANBUL	\$0.00	
3244	TURKISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MIBA ISTANBUL	\$0.00	
3245	TURKISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner ISTANBUL	\$0.00	
3246	TURKISH AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3247	TURKISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorata agreement ISTANBUL	\$0.00	
3248	TURKISH AIRLINES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED Airline Partner ISTANBUL	\$0.00	
3249	Turkish Airlines (Miles & Smiles)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A. AVIATECA S.A. TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3250	TURKISH AIRLINES INC. SUCURSAL COLOMBIA	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	Commercial Contract (Services OFFERED by the Debtor) STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE / ANNEX B - LOCATION (S), AGREED SERVICES AND CHARGES TO STANDARD GROUND HANDLING AGREEMENT (SGHA) OF 2018-BOG	\$0.00	
3251	TURSAIR FUELING INC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	FUEL SERVICE MIA	\$1,382.72	
3252	TURSAIR FUELING, INC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	INTOPLANE SUPPLY MIA	\$1,382.72	
3253	TYCO SERVICES S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Control de Accesos	\$0.00	
3254	U DRIVE INSURANCE INC	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
3255	UBM AVIATION WORLDWIDE LLC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$17,250.90	
3256	Ukraine Intl Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	
3257	ULTRA AVIATION SERVICES INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Baggage Handling MIA	\$14,730.43	
3258	ULTRA VALORES DE NICARAGUA S.A.	TACA INTERNATIONAL AIRLINES S.A.	Transporte de valores o efectivo necesario en Nicaragua	\$0.00	Reduced price 5%, and extended contract term 12 months.
3259	ULTRAMAR AGENCIA MARITIMA LTDA.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TAMPA CARGO S.A.S.	GROUND HANDLING AGREEMENT - SGHA	\$0.00	
3260	UN MUNDO DE TRAVESIAS AGENCIA DE VI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3261	UNE EPM TELECOMUNICACIONES S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Telefonia Fija	\$0.00	Reduced price 10%, and extend contract term 24 months.
3262	UNIBELIER LTDA SU AGENCIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3263	UNIDAD ADMINISTRATIVA ESPECIAL DE A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Landing Services BOG	\$0.00	
3264	UNIDAD ADMINISTRATIVA ESPECIAL DE A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Landing Services BOG	\$0.00	
3265	UNIDAD ADMINISTRATIVA ESPECIAL DE AERONAUTICA CIVIL	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
3266	UNION COMERCIAL DE EL SALVADOR, S.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
3267	UNION DE TECNOLOGIA ELECTRONICA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMERICAS S.A.S.	Servicios de Radios	\$0.00	Reduced price 10%, and extend contract term 24 months.
3268	UNION TEMPORAL COOPA - XPS CARGO S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION OF CARGO AND EXPRESS COURIER SHIPMENTS (UM) T100	\$0.00	Extend contract term by 2 months
3269	UNION TEMPORAL DELIMA MARSH - CENTROSEGUROS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.); SERVICIO TERRESTRE, AEREO Y RAMPA S.A.; TACA DE HONDURAS, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	PROVISION OF SERVICES 325-DC-2017	\$0.00	
3270	UNION TEMPORAL MEGA	TAMPA CARGO S.A.S.	PROVISION OF SERVICES 158-DC-2017	\$0.00	
3271	UNISTO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SECURITY- CM FOR THREE YEARS FOR THE SUPPLY OF DEPRISA ROUND STRAP SEALS	\$0.00	
3272	UNISTO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; REGIONAL EXPRESS AMERICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Suministro de Precintos de seguridad	\$0.00	
3273	UNITED AIRLINES HOLDINGS, INC.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; Isleña de Inversiones, S.A. de C.V; Regional Express Americas S.A.S.; TACA S.A.; Tampa Cargo S.A.S.	Commitment Letter Guaranty by and among United Airlines Holdings, Inc. (formerly known as United Continental Holdings, Inc.), Avianca, Taca, Avianca Perú, Avianca Costa Rica, Aviateca, Tampa Cargo, Isleña, Regional Express Americas, Copa and Aerorepública	\$0.00	
3274	UNITED AIRLINES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; Isleña de Inversiones, S.A. de C.V; Regional Express Americas S.A.S.; TACA S.A.; Tampa Cargo S.A.S.	Commitment Letter Guaranty by and among Copa Holdings S.A., United, Avianca, Taca, Avianca Perú, Avianca Costa Rica, Aviateca, Tampa Cargo, Isleña, and Regional Express Americas	\$0.00	
3275	UNITED AIRLINES, INC.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; TACA S.A.	Bilateral Frequent Flyer program participation	\$0.00	Amendment filed separately in Plan Supplement
3276	UNITED AIRLINES, INC.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA-ECUADOR S.A.	CODE SHARE CHICAGO	\$0.00	Amendment filed separately in Plan Supplement
3277	UNITED AIRLINES, INC.	AVIANCA COSTA RICA S.A.; AVIATECA, S.A.; TACA INTERNATIONAL AIRLINES S.A.	CODE SHARE CHICAGO	\$0.00	Amendment filed separately in Plan Supplement
3278	UNITED AIRLINES, INC.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	IATA Standard Ground Handling Agreement (SGHA). Avianca provide Line maintenance services at Bogota station. Effective and valid from May/15th/2014	\$0.00	
3279	UNITED AIRLINES, INC.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner CHICAGO	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3280	UNITED AIRLINES, INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Special prorate agreement CHICAGO	\$0.00	Amendment filed separately in Plan Supplement
3281	UNITED AIRLINES, INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED CHICAGO	\$0.00	
3282	UNITED AIRLINES, INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	All *Assumed United Agreements identified at Exhibit A to Exhibit L to the Plan Supplement (ECF No. 2264)	\$0.00	
3283	UNITED CARGO	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	BILATERAL INTERLINE CARGO TRAFIC 181825	\$0.00	
3284	UNITED NATION CHILDRENS OF UNICEF	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	COOPERATION	\$0.00	
3285	UNITED PARCEL SERVICE CO	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	LINE MAINTENANCE SERVICES	\$0.00	
3286	UNITED PARCEL SERVICE, INC. UPS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3287	UNITEDAIRLINES INC	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	Amendment filed separately in Plan Supplement
3288	UNIVERSAL AIR TRAVEL PLAN, INC.	AVIANCA-ECUADOR S.A.	AMENDED AND RESTATED UATP PARTICIPATION AGREEMENT, 10 JUL 1980	\$0.00	
3289	UNIVERSAL AIR TRAVEL PLAN, INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AMENDED AND RESTATED UATP PARTICIPATION AGREEMENT, 30 MAR 2016	\$0.00	
3290	UNIVERSAL AIR TRAVEL PLAN, INC.	TACA INTERNATIONAL AIRLINES S.A.	UNIVERSAL AIR TRAVEL PLAN AGREEMENT, 19 AUG 1948	\$0.00	
3291	UNIVERSAL AIR TRAVEL PLAN, INC.	AVIANCA COSTA RICA S.A.	UNIVERSAL AIR TRAVEL PLAN AGREEMENT, 25 JUN 1980	\$0.00	
3292	UNIVERSAL PROTECTION SERVICES LLC D	LATIN LOGISTICS, LLC	Aviation Services Master Agreement L07	\$0.00	
3293	UNIVERSAL PROTECTION SERVICES LLC DBA ALLIED UNIVERSAL	LATIN LOGISTICS, LLC	Aviation Services Master Agreement L07	\$1,847.25	
3294	UNIVERSAL WIPING CLOTH INC	TAMPA CARGO S.A.S.	Suministro de bayetilla	\$0.00	
3295	UNIVERSO TRAVELING SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3296	UNO BELIZE LIMITED	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	FUEL SUPPLY BELIZE	\$0.00	
3297	UNO EL SALVADOR SOCIEDAD ANONI	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.	FUEL SUPPLY EL SALVADOR	\$8,000.00	
3298	UNO HONDURAS SA DE CV	TACA INTERNATIONAL AIRLINES S.A.	FUEL SUPPLY HONDURAS	\$0.00	
3299	UNOPETROL, SOCIEDAD ANONIMA	TACA INTERNATIONAL AIRLINES S.A.	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
3300	UPS SERVICIOS EXPRESOS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERNATIONAL AIR TRANSPORTATION D60	\$0.00	Extend contract term by 2 months
3301	UPS SERVICIOS EXPRESOS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INTERNATIONAL AIR TRANSPORTATION D62	\$0.00	Territory and commissions updating
3302	UPSISTEMAS SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; REGIONAL EXPRESS AMÉRICAS S.A.S.; TAMPA CARGO S.A.S.	Mantenimiento de UPS	\$0.00	Reduced price 5%, and extended contract term 12 months.
3303	URBANO EXPRESS, S.A. DE C.V.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GROUND TRANSPORTATION K149	\$0.00	Extend contract term by 2 months
3304	URDANETA & VELEZ PEARL & ABDALLAH A	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of march 1st, 2020 with an undefined term.	\$0.00	
3305	URIBE & SICARD CONSULTORES SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE CONSULTORIA RECOBRO CAPACIDADES	\$0.00	
3306	URRUTIBEHETY LTDA COMPANIA	AVIANCA-ECUADOR S.A.	Servicio de Limpieza de Aeronaves Bolivia	\$0.00	Reduced price 5%, and extended contract term 12 months.
3307	US MULTIEXPRESS LLC	LATIN LOGISTICS, LLC	AGENCY - AG148 Multibrand Agency Agreement	\$0.00	
3308	US POSTMASTER	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
3309	USA ENVIOS EXPRESS INC	LATIN LOGISTICS, LLC	AGENCY - AG611-612 Regular Agency Agreement	\$0.00	
3310	V T E VIAJES TURISMO Y EXCURSIONES LIMITADA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3311	VALUE ADDED INFORMATION TECHNOLOGIE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	Licenciamiento citrix	\$0.00	Reduced price 5%, and extended contract term 12 months.
3312	VALUE ADDED INFORMATION TECHNOLOGIE	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Licencias citrix	\$0.00	
3313	VAOVA SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3314	VCH TRAVEL-VIAJES CHAPINERO S.A.S.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3315	VEC SYSTEMS CIA LTDA	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Rayos X Ecuador	\$0.00	
3316	VEEAM (TI724)	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Software de backup	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3317	VELEZ TOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3318	VENTAS Y AVALUOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE AVALUO TERRENOS	\$0.00	
3319	VERIFAVIA SINGAPORE PTE LTD	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
3320	Verónica Gutiérrez	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
3321	VIAJA POR EL MUNDO WEB/NI	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3322	VIAJAR DE COLOMBIA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES - CM 7100000316	\$0.00	
3323	VIAJAR LIMITADA L ALIANXA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3324	VIAJAR POR COLOMBIA Y EL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3325	VIAJEMOS JUNTOS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3326	VIAJEMOS JUNTOS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3327	VIAJES AEREOS ARMENIA LIM	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3328	VIAJES AEREOS NACIONALES E INTERNAC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3329	VIAJES AGENTUR SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3330	VIAJES ARIASBETA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3331	VIAJES AVETURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3332	VIAJES BOLIVAR LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3333	VIAJES CALIMA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3334	VIAJES CIRCULAR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3335	VIAJES COUNTRY SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3336	VIAJES CUCUTA UJUETA Y JA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3337	VIAJES DACAR AGENCIA DE VIAJES Y TU	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3338	VIAJES EJECUTIVOS MUNDIALES S.A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3339	VIAJES EL CORTE INGLES COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3340	VIAJES ELITE SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3341	VIAJES EUPACLA L ALIANXA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3342	VIAJES EUPACLA L ALIANXA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3343	VIAJES FAJARDO TOURS L AL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3344	VIAJES GUZMAN Y COMPANIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3345	VIAJES HELITUR LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3346	VIAJES IBEROLUNA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3347	VIAJES L & M LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3348	VIAJES MOLITUR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3349	VIAJES ORBE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3350	VIAJES PALOMARES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3351	VIAJES PORTOFINO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3352	VIAJES TOUR COLOMBIA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3353	VIAJES VELMA LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3354	VIAJES VERACRUZ L ALIANXA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3355	VIAJES VIASSA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3356	VIAJES VIRTUALES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3357	VIAJES Y TRAVESIAS DE COLOMBIA KAREN MARGARITA PENA REYES	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3358	VIAJES Y TURISMO DEL ORIENTE LTDA. TUR-ORIENTE.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3359	VIAJES Y TURISMO JALLER R	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3360	VIAJES Y TURISMO MAR CARIBE LIMITADA.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3361	VIAJES Y TURISMO MUNDIALES S.A.S	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3362	VIAJES Y TURISMO TUMACO Y	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3363	VIAJES ZEPPELIN SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3364	VIAJEXCURS LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3365	VIALOJAR LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3366	VIALOJAR LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3367	VIANORTE L ALIANXA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3368	VICKY BUITRAGO VIAJES Y TURISMO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DIRECT CONNECT CHANNEL	\$0.00	
3369	VICKY BUITRAGO VIAJES Y TURISMO SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3370	Vietnam Airlines	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	MITA Airline Partner	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3371	VIETNAM AIRLINES	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3372	Villa y Asociados	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Provision of Services for legal services, subscribed as of July 1st, 2019 with an undefined term. (labor law)	\$0.00	
3373	VILLAZON MARTINEZ & ASOCIADOS SRL	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
3374	VILLAZON MARTINEZ & ASOCIADOS SRL	AVIANCA-ECUADOR S.A.	PROVISION OF SERVICES	\$0.00	
3375	VIMEXPORT SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3376	VINA CONCHA Y TORO S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 110-DC-2019	\$0.00	Payment terms
3377	VIÑA UNDURRAGA S A	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	PROVISION OF SERVICES 115 -DC-2019	\$0.00	Payment terms
3378	VIP COLOMBIA TUR SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3379	VIRGIN ATLANTIC AIRWAYS	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3380	VIRGIN ATLANTIC AIRWAYS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
3381	VISA International Service Association	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Acuerdo de Marketing	\$0.00	
3382	VISION SOFTWARE SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TACA INTERNATIONAL AIRLINES S.A.	SERVICIO DE HORAS DE INGENIEROS PROYECTOS ESPECIALIZADOS	\$0.00	
3383	VISION TOURS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Travel Agency Agreement	\$0.00	
3384	VITEL PROMOCIONES SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Suministro de sombrillas para atención a pasajeros	\$0.00	
3385	VIVA VACATIONS COLOMBIA SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	FREELANCER	\$0.00	
3386	VIVAS & URIBE ABOGADOS SAS	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for Project Sunrise	\$0.00	
3387	VIVAS & URIBE ABOGADOS SAS	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Provision of Services for legal services, subscribed as of March 1st, 2020 with an undefined term.	\$0.00	
3388	Viviana Escobar	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
3389	Viviana Martin Salazar	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	
3390	VOLOTEA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
3391	VORTEX AVIATION MAINTENANCE INC	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Line maintenance Agreement for SJU station. Date of agreement November 15th, 2015	\$0.00	
3392	VORTEX AVIATION MAINTENANCE INC	TAMPA CARGO S.A.S.	Line maintenance Agreement for SJU station. Date of agreement November 15th, 2015	\$0.00	
3393	VRG LINHAS AEREAS S.A. INC.	SERVICIOS AEROPORTUARIOS INTEGRADOS SAI S.A.S.	COMMERCIAL CONTRACT IATA STANDARD GROUND HANDLING AGREEMENT SIMPLIFIED PROCEDURE ANNEX B 1.0 — LOCATION(S), AGREED SERVICES AND CHARGES TO THE STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2013	\$0.00	
3394	VRG LINHAS AEREAS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	MITA Airline Partner	\$0.00	
3395	VUELING AIRLINES SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	ZED	\$0.00	
3396	WAKE (QA) LTD	REGIONAL EXPRESS AMÉRICAS S.A.S.	IOSA Certification Audit Contract	\$0.00	
3397	WAMOS AIR SA	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3398	WASTE MANAGEMENT INC OF FLORIDA	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
3399	WEB CARGO S.L.	TAMPA CARGO S.A.S.	NDA	\$0.00	
3400	WELLS FARGO BANK NORTHWEST NA MSN58	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AIRCRAFT RENTAL B767-200SF SN 23802 XA-LRC	\$0.00	
3401	WELLS FARGO BANK NORTHWEST NA MSN58	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	AIRCRAFT RENTAL B767-200SF SN 23804 XA-EFR	\$0.00	
3402	WEST AIR CARGO LTDA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; TAMPA CARGO S.A.S.	Transporte terrestre de carga necesario para QT en Brasil.	\$0.00	Reduced price 5%, and extended contract term 12 months.
3403	WESTERN OVERSEAS CORPORATION	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Agenciamiento de carga (aeronautica y no aeronautica) necesarios en USA.	\$0.00	
3404	WESTERN UNION FINANTIAL SERVICES , INC.	TACA INTERNATIONAL AIRLINES S.A.	SOLICITUD DE SERVICIO QUICKPAY DE WESTERN UNION, 05 NOV 2003	\$0.00	
3405	WESTJET CARGO	AVIANCA COSTA RICA S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	SPECIAL PRORATE AGREEMENT	\$0.00	
3406	WHITE OAK AVIATION MANAGEMENT SERVICES	TAMPA CARGO S.A.S.	NDA	\$0.00	
3407	WIGINTON CORPORATION	AVIANCA INC.	Alarma contraincendio	\$0.00	
3408	WILLIAM ARMANDO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	INSTRUCTOR ACADEMIA	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3409	WILLIS COLOMBIA CORREDORES DE SEGURO	AERO TRANSPORTE DE CARGA UNIÓN, S.A. DE C.V.; AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; NICARAGUENSE DE AVIACIÓN, SOCIEDAD ANÓNIMA (NICA, S.A.); REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Contract for the reinsurance broker for the aviation policy, Willis was hired by procurement on December 2019 and for 3 years	\$0.00	
3410	WILLIS TOWERS WATSON	AVIANCA COSTA RICA S.A.	Insurance policy 06764A20	\$0.00	
3411	WILLIS TOWERS WATSON	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Insurance policy 06764A20	\$0.00	
3412	WILLIS TOWERS WATSON	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 06764A20	\$0.00	
3413	WILLIS TOWERS WATSON	AVIANCA COSTA RICA S.A.	Insurance policy 25106A20	\$0.00	
3414	WILLIS TOWERS WATSON	ISLEÑA DE INVERSIONES, S.A. DE C.V.	Insurance policy 25106A20	\$0.00	
3415	WILLIS TOWERS WATSON	TACA INTERNATIONAL AIRLINES S.A.	Insurance policy 25106A20	\$0.00	
3416	WILMER ROLANDO CUASPUD OR	AVIANCA-ECUADOR S.A.	Pallet Tag Control en Ecuador.	\$0.00	Reduced price 5%, and extended contract term 12 months.
3417	WILMER ROLANDO CUASPUD OR	AVIANCA-ECUADOR S.A.	Suministro de Cajas Servicio abordó y Papelería de Oficina Servicios Administrativos	\$0.00	Reduced price 5%, and extended contract term 12 months.
3418	WINDSTREAM LLC	LATIN LOGISTICS, LLC	Utilities agreement MIA	\$3,125.63	
3419	WISTON DE JESUS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SERVICIO DE ALIMENTACION CREW	\$0.00	
3420	WM WIRELESS & MOBILE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DaaS	\$0.00	
3421	WM WIRELESS & MOBILE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	DaaS	\$0.00	
3422	WM WIRELESS & MOBILE SAS	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	EQUIPMENT LEASE A350	\$0.00	
3423	WND Limited and WNS Limited	AVIANCA HOLDINGS S.A.	Non-disclosure agreement for Project Sunrise	\$0.00	
3424	WORLD AVIATION SERVICES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	GENERAL SALES AGENCY AGREEMENT	\$0.00	
3425	WORLD AVIATION SERVICES	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
3426	WORLD FUEL SERVICES INC	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	FUEL SUPPLY	\$312,752.57	
3427	WORLD FUEL SERVICES INC	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; REGIONAL EXPRESS AMÉRICAS S.A.S.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	FUEL SUPPLY 01.07.2013	\$4,637,422.43	
3428	WORLD GYM	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	AGREEMENT FOR THE ACCRUAL AND REDEMPTION OF MILES FOR THE PURCHASE OF GOODS AND SERVICES OF THE COMMERCIAL PARTNER	\$0.00	
3429	WORLD SERVICE COMPANY	AERO TRANSPORTE DE CARGA UNION, S.A. DE C.V.	Aircraft cabin cleaning ORD Agreement	\$1,800.00	
3430	WORLD TELECOM AND SERVICES CONSULTI	LATIN LOGISTICS, LLC	GROUND TRANSPORTATION	\$0.00	
3431	WORLDWIDE FLIGHT SERVICES INC.	TAMPA CARGO S.A.S.	Cargo Handling DFW	\$75,261.42	
3432	WORLDWIDE FLIGHT SERVICES INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Passangers services IAH	\$8,887.51	
3433	WORLDWIDE FLIGHT SERVICES INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Passangers services JFK	\$0.00	
3434	WORLDWIDE FLIGHT SERVICES INC.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Ramp Services IAH	\$2,283.75	
3435	WORLDWIDE LIVESTOCK SERVICES	TAMPA CARGO S.A.S.	SERVICE AGREEMENT	\$0.00	
3436	XF DELIVERY SERVICE	LATIN LOGISTICS LLC	GROUND TRANSPORTATION	\$0.00	
3437	XQAIR CARGO SERVICES (GMBH)	TAMPA CARGO S.A.S.	CARGO GENERAL SALES AGREEMENT IN HUNGARY, CZECH REPUBLIC & GREECE	\$0.00	
3438	YADIRA MARILIN	AVIANCA-ECUADOR S.A.	SERVICIO DE ALIMENTACION COMPENSACION PAX	\$0.00	
3439	Yemen Airways	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; TACA S.A.	MITA Airline Partner	\$0.00	
3440	YPF Chile S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	FUEL SUPPLY CHILE	\$368,159.00	
3441	YPF S.A.	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; AVIATECA, S.A.; ISLEÑA DE INVERSIONES, S.A. DE C.V.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	FUEL SUPPLY ARGENTINA	\$2,057.00	
3442	Yury Marcela Sánchez	AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Employee Non-disclosure agreement for Project Sunrise	\$0.00	

#	Counterparty Name	Name of Debtor Counterparty	Description of Contract	Cure Amount	Amendments
3443	ZARPECA SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.; TAMPA CARGO S.A.S.	Accomodation Agreement QUITO	\$0.00	
3444	ZAVA S.R.L.	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Mensajería doméstica de documentos en Uruguay.	\$0.00	
3445	ZAYAS MORAZZANI & CO	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	PROVISION OF SERVICES	\$0.00	
3446	ZED-MIBA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA; AVIANCA COSTA RICA S.A.; AVIANCA-ECUADOR S.A.; TACA INTERNATIONAL AIRLINES S.A.	Membership Geneva	\$0.00	
3447	ZENZ TECHNOLOIES BV	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	SAP FEES (TRAVEL)	\$0.00	Reduced price 10%, and extend contract term 24 months.
3448	ZURICH VIDA CIA DE SEGUROS Y REASEGUROS SA	AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA	Insurance policy 180001088	\$0.00	
3449	ZURICH VIDA COMPANIA DE SEGUROS SA	TACA DE MÉXICO, S.A.	Insurance policy 12000-2915-4	\$0.00	

Exhibit E-2 to Notice of Filing of Plan Supplement

Schedule of Assumed Aircraft Leases with Definitive Documentation

Schedule E-2

Schedule of Assumed Aircraft Leases with Definitive Documentation

This schedule contains Aircraft Leases and related transaction documents with respect to an aircraft approved by order of the Bankruptcy Court and assumed by the applicable Debtor(s) in accordance with executed definitive documentation and approval order.

The Debtors shall assume each of the Aircraft Leases with definitive documentation set forth on this Schedule E-2, as amended or amended and restated (if applicable), on the Effective Date or such other date designated in this Schedule E-2, subject in all respects to the satisfaction or waiver of any conditions to the effectiveness of definitive documentation relating to the amendment (if any) of any of such Aircraft Leases and the terms and conditions of each applicable order of the Bankruptcy Court approving the assumption of such Aircraft Lease and related transaction documents with respect to an aircraft. If the conditions to the effectiveness of definitive documentation relating to the amendment (if any) of an Aircraft Lease or related transaction documents set forth in this Schedule E-2 are not satisfied, are not capable of being satisfied, or are not waived, the Debtors may reject such Aircraft Lease pursuant to the conditions, if any, set forth in the relevant Second Stipulation or any other applicable order of the Bankruptcy Court, unless otherwise agreed by the parties to such Aircraft Lease.

For Aircraft Leases pending the satisfaction or waiver of any conditions to the effectiveness of definitive documentation relating to an amendment of a pre-petition Aircraft Lease, the terms of the relevant Second Stipulation (including the relevant PBH Agreement) shall continue in full force and effect until the satisfaction or waiver of all conditions precedent to the effectiveness of definitive documentation with respect to such amendment and the concurrent assumption of the amended Aircraft Lease and related transaction documents.

	Aircraft/ Engine (MSN)	Model	Lessor	Lessee	List of assumed documents	Approval Order
1.	4487	A320-200	Wells Fargo Trust Company, National Association, as owner trustee	Aerovías del Continente Americano S.A. Avianca	<ol style="list-style-type: none"> 1. Amended International Aircraft Lease Agreement dated as of July 6, 2021 between Wells Fargo Trust Company, National Association, not in its individual capacity but solely as owner trustee (the “Lessor”) and Aerovías del Continente Americano S.A. Avianca (the “Lessee”), as amended by the International Lease Amendment Agreement dated as of July 6, 2021 between Lessor and Lessee. 2. Certificate of Technical Acceptance dated November 4, 2010 issued by Lessee in favor of Lessor. 3. Lease Supplement No. 1 dated November 4, 2010 between Lessee and Lessor. 4. Eurocontrol Letter dated November 4, 2010 by Lessee in favor of Lessor. 5. Assignment of Warranty Rights dated November 4, 2010 between Lessor and Lessee and related Consent and Agreement dated November 4, 2010 between Airbus S.A.S., Lessor and Lessee 6. Engine Warranty Rights Assignment dated November 4, 2010 between Lessor and Lessee and related Engine Consent and Agreement dated November 4, 2010 by CFM International, Inc. 7. Air Navigation Charges Letter dated June 21, 2012 executed by Lessee in favor of Lessor. 8. International Aircraft Sublease Agreement dated as of January 27, 2015 (the “Sublease”) between Lessee and Avianca Ecuador incorporating the terms of the International Aircraft Sublease Common Terms Agreement dated as of July 26, 2010 between Lessee and Avianca Ecuador. 9. Certificate of Technical Acceptance dated January 27, 2015 between Lessee and Avianca-Ecuador S.A. (formerly known as Aerolineas Galapagos S.A. Aerogal) (“Avianca Ecuador”). 10. Sublease Supplement No. 1 dated January 27, 2015 between Avianca Ecuador and Lessee. 11. Consent and Agreement [4487] dated January 27, 2015 among Avianca Ecuador, Lessee and Lessor. 	Docket No. 1469

					<p>12. Assignment of Sublease (MSN 4487) dated as of January 27, 2015 between Lessee and Lessor.</p> <p>13. Irrevocable Power of Attorney executed by Lessee in favor of Lessor.</p> <p>14. Amendment No. 2 to the International Aircraft Sublease Agreement dated as of March 8, 2018 between Lessee and Avianca Ecuador.</p> <p>15. International Sublease Extension & Amendment Agreement dated as of December 5, 2019 between Avianca Ecuador and Lessee.</p> <p>16. International Aircraft Sublease Amendment Agreement dated as of July 6, 2021 between Lessee and Avianca Ecuador (the "Sublease Amendment").</p> <p>17. Lessee Guaranty dated as of July 6, 2021 between Avianca Holdings, S.A. and Lessor.</p>	
2.	4599	A320-200	Wells Fargo Trust Company, National Association, as owner trustee	Aerovías del Continente Americano S.A. Avianca	<p>1. Amended International Aircraft Lease Agreement dated as of July 6, 2021 between Wells Fargo Trust Company, National Association, not in its individual capacity but solely as owner trustee (the "Lessor") and Aerovías del Continente Americano S.A. Avianca (the "Lessee") , as amended by the International Lease Amendment Agreement dated as of July 6, 2021 between Lessor and Lessee.</p> <p>2. Certificate of Technical Acceptance dated March 1, 2011 between Lessor and Lessee.</p> <p>3. Lease Supplement No. 1 dated March 1, 2011 between Lessor and Lessee.</p> <p>4. Air Navigation Charges Letter dated March 1, 2011 executed by the Lessee in favor of Lessor.</p> <p>5. Irrevocable Power of Attorney by Lessee in favor of Lessor with respect to the Amended Lease Agreement.</p> <p>6. Eurocontrol Letter dated March 1, 2011 executed by Lessee in favor of Lessor.</p> <p>7. Assignment of Warranty Rights dated March 1, 2011 between Lessor and Lessee and the related Consent and Agreement dated March 1, 2011 between Airbus S.A., Lessor and Lessee.</p> <p>8. Engine Warranty Rights Assignment dated March 1, 2011 between Lessor and Lessee and the related Engine Consent and Agreement dated March 1, 2011 by CFM International, Inc.</p>	Docket No. 1469

					<ol style="list-style-type: none">9. Amended and Restated International Aircraft Sublease Agreement (“Sublease”) dated as of September 23, 2019 between Lessee and Avianca-Ecuador S.A. (formerly known as Aerolineas Galapagos S.A. Aerogal (“Avianca Ecuador”) incorporating the terms of the International Aircraft Sublease Common Terms Agreement dated as of July 26, 2010 between lessee and Avianca Ecuador.10. Certificate of Technical Acceptance dated March 8, 2018 between Lessee and Avianca Ecuador.11. Sublease Supplement No. 1 dated March 8, 2018 between Lessee and Avianca Ecuador.12. Amended and Restated Assignment of Sublease (MSN 4599) dated as of September 23, 2019 between Lessee and Lessor.13. Consent and Agreement [4599] dated February 22, 2018 among Avianca Ecuador, Lessee and Lessor.14. Lessor Consent dated as of February 22, 2018 between Lessor and Lessee.15. Irrevocable Power of Attorney executed by Lessee in favor of Lessor with respect to the Sublease.16. Consent and Agreement (MSN 4599) dated among Avianca Ecuador, Lessee and Lessor dated September 23, 2019.17. International Sublease Extension & Amendment Agreement dated as of December 5, 2019 between Lessee and Avianca Ecuador.18. Aircraft Sub-Sublease Agreement (MSN 4599) (the “Sub-Sublease”) dated as of April 2, 2020 between Lessee and Avianca Ecuador.19. Acceptance Certificate (MSN 4599) dated April 2, 2020 between Lessee and Avianca Ecuador.20. Side Letter re Purchase Option (MSN 4599) dated as of April 2, 2020 among Lessee, Avianca Ecuador and Lessor.21. Irrevocable Power of Attorney by Lessee in favor of Lessor with respect to the Sub-Sublease.22. International Aircraft Sublease Amendment Agreement dated as of July 6, 2021 between Lessee and Avianca Ecuador (the “Sublease Amendment”).23. Lessee Guaranty dated as of July 6, 2021 between Avianca Holdings, S.A. and Lessor.	
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3.	3961	A320-200	Wilmington Trust Company, as owner trustee	Aerovías del Continente Americano S.A. Avianca	<ol style="list-style-type: none"> 1. International Aircraft Lease Agreement dated June 30, 2009, as amended from time to time, and as further amended by that certain International Lease Amendment Agreement dated as of May 21, 2021 2. Side Letter dated July 6, 2012 from Lessor to Lessee. 3. Airframe Warranty Assignment 4. Engine Warranty Assignment 	
4.	4944	A320-200	Wells Fargo Trust Company, National Association	TACA International Airlines, S.A.	<ol style="list-style-type: none"> 1. Aircraft Lease Agreement dated as of October 19, 2011 between Wells Fargo Bank Northwest National Association (now Wells Fargo Trust Company, National Association) as owner trustee and TACA International Airlines, S.A., incorporating terms of the Aircraft Lease Common Terms Agreement dated as of October 19, 2011 between GE Capital Aviation Services Limited and TACA International Airlines, S.A. (as described in detail in Schedule A hereto, and as further as amended by this Amendment), such agreement assumed solely with respect to the obligations as amended pursuant to Amendment No. 5 to Aircraft Lease Agreement (MSN 4944) dated as of October 19, 2021 between Lessor and Lessee; 2. Aircraft Sublease Agreement (MSN 4944) dated as of October 19, 2011 between TACA International Airlines, S.A., as sublessor, and Avianca Costa Rica, S.A., Aerovías del Continente Americano S.A. Avianca, and Avianca Ecuador S.A., as sublessees, solely with respect to the Amended Lease, as amended, supplemented or otherwise modified from time to time, including the Sublease Amendment Agreement to be entered into between the sublessor and sublessees 3. Sublease Security Assignment (MSN 4944) dated as of December 20, 2011 from TACA International Airlines, S.A. to Wells Fargo Trust Company, National Association) (formerly Wells Fargo Bank Northwest, National Association), as owner trustee, solely as it relates to the sublease aircraft (as amended) 4. Consent and Agreement to Sublease Security Assignment (MSN 4944) dated as of December 20, 2011 between TACA International Airlines, S.A. to Wells Fargo Trust Company, National Association, as owner trustee 	Docket No. 2117

					<p>5. Airframe Warranties Agreement dated May 10, 2019 from Airbus S.A.S. and the Initial Notice dated May 10, 2019 from Wilmington Trust (London) Limited as security trustee, TACA International Airlines, S.A. and Airbus S.A.S. issued pursuant thereto</p> <p>6. Engine Warranty Agreement dated as of May 10, 2019 among TACA International Airlines, S.A. and Wells Fargo Trust Company, National Association as consented to by IAE International Aero Engines AG.</p> <p>7. Irrevocable Power of Attorney from Avianca Ecuador, S.A. to Wells Fargo Trust Company, National Association and Wilmington Trust (London) Limited (under the laws of Ecuador)</p> <p>8. Irrevocable Power of Attorney from Avianca Ecuador, S.A. to Wells Fargo Trust Company, National Association and Wilmington Trust (London) Limited (under the laws of the State of New York)</p> <p>9. Irrevocable Power of Attorney from Aerovias del Continente American S.A. Avianca to Wells Fargo Trust Company, National Association and Wilmington Trust (London) Limited (under the laws of the State of New York)</p> <p>10. Irrevocable Power of Attorney from Aerovias del Continente American S.A. Avianca to Wells Fargo Trust Company, National Association and Wilmington Trust (London) Limited (under the laws of Colombia)</p> <p>11. Irrevocable Power of Attorney from Avianca Costa Rica, S.A. to Wells Fargo Trust Company, National Association and Wilmington Trust (London) Limited (under the laws of Costa Rica)</p> <p>12. Irrevocable Power of Attorney from Avianca Costa Rica, S.A. to Wells Fargo Trust Company, National Association and Wilmington Trust (London) Limited (under the laws of the State of New York)</p> <p>13. Irrevocable Power of Attorney from Avianca Ecuador, S.A. to Wells Fargo Trust Company, National Association and Wilmington Trust (London) Limited (under the laws of Ecuador)</p>	
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					<p>14. Irrevocable Power of Attorney from Avianca Ecuador, S.A. to Wells Fargo Trust Company, National Association and Wilmington Trust (London) Limited (under the laws of the State of New York)</p> <p>15. Irrevocable Power of Attorney from TACA International Airlines, S.A. to Wells Fargo Trust Company, National Association and Wilmington Trust (London) Limited (under the laws of the State of New York)</p> <p>16. Irrevocable Power of Attorney from TACA International Airlines, S.A. to Wells Fargo Trust Company, National Association and Wilmington Trust (London) Limited (under the laws of El Salvador)</p> <p>17. Aircraft Traffic and Airport Authority Letter dated May 10, 2019 from TACA International Airlines, S.A.</p> <p>18. Aircraft Traffic and Airport Authority Letter dated May 10, 2019 from Aerovias del Continente Americano S.A. Avianca</p> <p>19. Aircraft Traffic and Airport Authority Letter dated May 10, 2019 from Avianca Costa Rica, S.A.</p> <p>20. Aircraft Traffic and Airport Authority Letter dated May 10, 2019 from Avianca Ecuador, S.A.</p>	
5.	5195	A320-200	Wells Fargo Trust Company, National Association, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. Amended and Restated International Aircraft Lease Agreement dated November 5, 2021 between Lessor and Lessee and each of the “Executory Transaction Documents” (as defined therein) to which a Debtor is a party.	Docket No. 1575
6.	4001	A320-200	AIRCOL 8, a Delaware Statutory Trust care of Wilmington Trust Company, as owner trustee	Aerovías del Continente Americano S.A. Avianca	<p>1. Amended and Restated International Aircraft Lease Agreement dated 16 October 2019 between Lessor and Lessee, such agreement assumed solely with respect to the obligations pursuant to this Agreement.</p> <p>2. Airframe Warranties Agreement dated 21 May 2019, executed by Airbus S.A.S. (the “Airframe Warranty Agreement”)</p>	Docket No. 2003

					<ol style="list-style-type: none">3. Initial Notice (in respect of the Airframe Warranty Agreement) dated 21 May 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessee and accepted and agreed for and on behalf of Airbus S.A.S.4. Replacement Controlling Party Notice (in respect of the Airframe Warranty Agreement) dated 17 October 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessor and accepted and agreed for and on behalf of Airbus S.A.S.5. Engine Warranties Agreement in respect of ESN 699493 dated 21 May 2019, between CFM International, Inc. and Lessor (the “ESN 699493 Engine Warranty Agreement”)6. Initial Notice (in respect of the ESN 699493 Engine Warranty Agreement) dated 21 May 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessee and acknowledged for and on behalf of CFM International, Inc.7. Replacement Controlling Party Notice (in respect of the ESN 699493 Engine Warranty Agreement) dated 17 October 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessor and acknowledged for and on behalf of CFM International, Inc.8. Engine Warranties Agreement in respect of ESN 699485 dated 21 May 2019, between CFM International, Inc. and Lessor (the “ESN 699485 Engine Warranty Agreement”)9. Initial Notice (in respect of the ESN 699485 Engine Warranty Agreement) dated 21 May 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessee and acknowledged for and on behalf of CFM International, Inc.10. Replacement Controlling Party Notice (in respect of the ESN 699485 Engine Warranty Agreement) dated 17 October 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessor and acknowledged for and on behalf of CFM International, Inc.	
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					<p>11. Effective Time Certificate dated 17 October 2019, executed by Lessor</p> <p>12. Acceptance Certificate dated on or about 17 October 2019, executed by Lessee</p> <p>13. Security Assignment dated on or about 17 October 2019 between the Lessee and the Lessor</p> <p>14. Notice of Assignment of Insurances dated on or about 17 October 2019 from the Lessor and the Lessee to Mapfre Seguros Generales de Colombia S.A. (the "Insurer")</p> <p>15. Irrevocable Letter of Instructions dated on or about 17 October 2019 from the Insurer to JLT Specialty Limited</p> <p>16. Assignment of Reinsurances dated on or about 17 October 2019 between the Insurer and the Lessor</p> <p>17. Notice of Assignment of Reinsurances dated on or about 17 October 2019 from the Lessor, the Lessee and the Insurer to JLT Specialty Limited</p>	
7.	4011	A320-200	AIRCOL 9, a Delaware Statutory Trust care of Wilmington Trust Company, as owner trustee	Aerovías del Continente Americano S.A. Avianca	<p>1. Amended and Restated International Aircraft Lease Agreement dated 16 October 2019 between Lessor and Lessee, such agreement assumed solely with respect to the obligations pursuant to this Agreement</p> <p>2. Airframe Warranties Agreement dated 21 May 2019, executed by Airbus S.A.S. (the "Airframe Warranty Agreement")</p> <p>3. Initial Notice (in respect of the Airframe Warranty Agreement) dated 21 May 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessee and accepted and agreed for and on behalf of Airbus S.A.S.</p> <p>4. Replacement Controlling Party Notice (in respect of the Airframe Warranty Agreement) dated 18 October 2019, between Sumitomo</p>	Docket No. 2003

					<p>Mitsui Banking Corporation, New York Branch, Lessor and accepted and agreed for and on behalf of Airbus S.A.S.</p> <p>5. Engine Warranties Agreement in respect of ESN 699500 dated 21 May 2019, between CFM International, Inc. and Lessor (the “ESN 699500 Engine Warranty Agreement”)</p> <p>6. Initial Notice (in respect of the ESN 699500 Engine Warranty Agreement) dated 21 May 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessee and acknowledged for and on behalf of CFM International, Inc.</p> <p>7. Replacement Controlling Party Notice (in respect of the ESN 699500 Engine Warranty Agreement) dated 18 October 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessor and acknowledged for and on behalf of CFM International, Inc.</p> <p>8. Engine Warranties Agreement in respect of ESN 699505 dated 21 May 2019, between CFM International, Inc. and Lessor (the “ESN 699505 Engine Warranty Agreement”)</p> <p>9. Initial Notice (in respect of the ESN 699505 Engine Warranty Agreement) dated 21 May 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessee and acknowledged for and on behalf of CFM International, Inc.</p> <p>10. Replacement Controlling Party Notice (in respect of the ESN 699505 Engine Warranty Agreement) dated 18 October 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessor and acknowledged for and on behalf of CFM International, Inc.</p> <p>11. Security Assignment dated on or about 18 October 2019 between the Lessee and the Lessor</p>	
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					<p>12. Notice of Assignment of Insurances dated on or about 18 October 2019 from the Lessor and the Lessee to Mapfre Seguros Generales de Colombia S.A. (the "Insurer")</p> <p>13. Irrevocable Letter of Instructions dated on or about 18 October 2019 from the Insurer to JLT Specialty Limited</p> <p>14. Assignment of Reinsurances dated on or about 18 October 2019 between the Insurer and the Lessor</p> <p>15. Notice of Assignment of Reinsurances dated on or about 18 October 2019 from the Lessor, the Lessee and the Insurer to JLT Specialty Limited</p>	
8.	TBD	A320-251NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 1 – NEO) dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	Docket No. 1469
9.	TBD	A320-251NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 2 – NEO) dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
10.	TBD	A320-251NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 3 – NEO) dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
11.	TBD	A320-251NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 4 – NEO) dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
12.	TBD	A320-251NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 5 – NEO) dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	

13.	TBD	A320-251NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 6 – NEO) dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
14.	8519	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	Docket No. 1512
15.	8960	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
16.	8994	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
17.	9010	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
18.	9292	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
19.	6103	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Contintente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of July 6, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
20.	6110	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Contintente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of July 6, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
21.	6057	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Contintente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of July 6, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
22.	6125	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Contintente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of July 6, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
23.	6050	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Contintente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of July 6, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	

24.	3667	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (MSN 3667) dated as of August 18, 2021 and the related transaction documentation with respect to the aircraft to which a Debtor is a party	Docket No. 1806
25.	3690	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (MSN 3690) dated as of August 18, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	Docket No. 1806
26.	10394	A320-251N	Wilmington Trust Company, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement 10394 dated as of August 2, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	Docket No. 1805
27.	9238	A320-251N	Wilmington Trust Company, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement 9238 dated as of August 16, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
28.	9250	A320-251N	Wilmington Trust Company, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement 9250 dated as of August 16, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
29.	9384	A320-251N	Wilmington Trust Company, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement 9384 dated as of August 16, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
30.	TBD	A320-200NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 7 – NEO) dated as of August 20, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
31.	TBD	A320-200NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 8 – NEO) dated as of August 20, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
32.	4304	A320-200	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of October 26, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith respect to the aircraft	Docket No. 1809

33.	4411	A320-200	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of October 26, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith respect to the aircraft	
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Exhibit E-2(A) to Notice of Filing of Plan Supplement

**Blackline of Schedule of Assumed Aircraft Leases with Definitive
Documentation Against November 30 Version**

Schedule E-2

Schedule of Assumed Aircraft Leases with Definitive Documentation

This schedule contains Aircraft Leases and related transaction documents with respect to an aircraft approved by order of the Bankruptcy Court and assumed by the applicable Debtor(s) in accordance with executed definitive documentation and approval order.

The Debtors shall assume each of the Aircraft Leases with definitive documentation set forth on this Schedule E-2, as amended or amended and restated (if applicable), on the Effective Date or such other date designated in this Schedule E-2, subject in all respects to the satisfaction or waiver of any conditions to the effectiveness of definitive documentation relating to the amendment (if any) of any of such Aircraft Leases and the terms and conditions of each applicable order of the Bankruptcy Court approving the assumption of such Aircraft Lease and related transaction documents with respect to an aircraft. If the conditions to the effectiveness of definitive documentation relating to the amendment (if any) of an Aircraft Lease or related transaction documents set forth in this Schedule E-2 are not satisfied, are not capable of being satisfied, or are not waived, the Debtors may reject such Aircraft Lease pursuant to the conditions, if any, set forth in the relevant Second Stipulation or any other applicable order of the Bankruptcy Court, unless otherwise agreed by the parties to such Aircraft Lease.

[For Aircraft Leases pending the satisfaction or waiver of any conditions to the effectiveness of definitive documentation relating to an amendment of a pre-petition Aircraft Lease, the terms of the relevant Second Stipulation \(including the relevant PBH Agreement\) shall continue in full force and effect until the satisfaction or waiver of all conditions precedent to the effectiveness of definitive documentation with respect to such amendment and the concurrent assumption of the amended Aircraft Lease and related transaction documents.](#)

Aircraft/ Engine (MSN)	Model	Lessor	Lessee	List of assumed documents	Approval Order
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1.	4487	A320-200	Wells Fargo Trust Company, National Association, as owner trustee	Aerovías del Continente Americano S.A. Avianca	<ol style="list-style-type: none"> 1. Amended International Aircraft Lease Agreement dated as of July 6, 2021 between Wells Fargo Trust Company, National Association, not in its individual capacity but solely as owner trustee (the “Lessor”) and Aerovías del Continente Americano S.A. Avianca (the “Lessee”), as amended by the International Lease Amendment Agreement dated as of July 6, 2021 between Lessor and Lessee. 2. Certificate of Technical Acceptance dated November 4, 2010 issued by Lessee in favor of Lessor. 3. Lease Supplement No. 1 dated November 4, 2010 between Lessee and Lessor. 4. Eurocontrol Letter dated November 4, 2010 by Lessee in favor of Lessor. 5. Assignment of Warranty Rights dated November 4, 2010 between Lessor and Lessee and related Consent and Agreement dated November 4, 2010 between Airbus S.A.S., Lessor and Lessee 6. Engine Warranty Rights Assignment dated November 4, 2010 between Lessor and Lessee and related Engine Consent and Agreement dated November 4, 2010 by CFM International, Inc. 7. Air Navigation Charges Letter dated June 21, 2012 executed by Lessee in favor of Lessor. 8. International Aircraft Sublease Agreement dated as of January 27, 2015 (the “Sublease”) between Lessee and Avianca Ecuador incorporating the terms of the International Aircraft Sublease Common Terms Agreement dated as of July 26, 2010 between Lessee and Avianca Ecuador. 9. Certificate of Technical Acceptance dated January 27, 2015 between Lessee and Avianca-Ecuador S.A. (formerly known as Aerolineas Galapagos S.A. Aerogal) (“Avianca Ecuador”). 10. Sublease Supplement No. 1 dated January 27, 2015 between Avianca Ecuador and Lessee. 11. Consent and Agreement [4487] dated January 27, 2015 among Avianca Ecuador, Lessee and Lessor. 12. Assignment of Sublease (MSN 4487) dated as of January 27, 2015 between Lessee and Lessor. 13. Irrevocable Power of Attorney executed by Lessee in favor of Lessor. 14. Amendment No. 2 to the International Aircraft Sublease Agreement dated as of March 8, 2018 between Lessee and Avianca Ecuador. 15. International Sublease Extension & Amendment Agreement dated as of December 5, 2019 between Avianca Ecuador and Lessee. 16. International Aircraft Sublease Amendment Agreement dated as of July 6, 2021 between Lessee and Avianca Ecuador (the “Sublease Amendment”). 	Docket No. 1469
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2.	4599	A320-200	Wells Fargo Trust Company, National Association, as owner trustee	Aerovías del Continente Americano S.A. Avianca	<ol style="list-style-type: none"> 1. Amended International Aircraft Lease Agreement dated as of July 6, 2021 between Wells Fargo Trust Company, National Association, not in its individual capacity but solely as owner trustee (the “Lessor”) and Aerovías del Continente Americano S.A. Avianca (the “Lessee”) , as amended by the International Lease Amendment Agreement dated as of July 6, 2021 between Lessor and Lessee. 2. Certificate of Technical Acceptance dated March 1, 2011 between Lessor and Lessee. 3. Lease Supplement No. 1 dated March 1, 2011 between Lessor and Lessee. 4. Air Navigation Charges Letter dated March 1, 2011 executed by the Lessee in favor of Lessor. 5. Irrevocable Power of Attorney by Lessee in favor of Lessor with respect to the Amended Lease Agreement. 6. Eurocontrol Letter dated March 1, 2011 executed by Lessee in favor of Lessor. 7. Assignment of Warranty Rights dated March 1, 2011 between Lessor and Lessee and the related Consent and Agreement dated March 1, 2011 between Airbus S.A., Lessor and Lessee. 8. Engine Warranty Rights Assignment dated March 1, 2011 between Lessor and Lessee and the related Engine Consent and Agreement dated March 1, 2011 by CFM International, Inc. 9. Amended and Restated International Aircraft Sublease Agreement (“Sublease”) dated as of September 23, 2019 between Lessee and Avianca-Ecuador S.A. (formerly known as Aerolineas Galapagos S.A. Aerogal (“Avianca Ecuador”) incorporating the terms of the International Aircraft Sublease Common Terms Agreement dated as of July 26, 2010 between lessee and Avianca Ecuador. 10. Certificate of Technical Acceptance dated March 8, 2018 between Lessee and Avianca Ecuador. 11. Sublease Supplement No. 1 dated March 8, 2018 between Lessee and Avianca Ecuador. 12. Amended and Restated Assignment of Sublease (MSN 4599) dated as of September 23, 2019 between Lessee and Lessor. 13. Consent and Agreement [4599] dated February 22, 2018 among Avianca Ecuador, Lessee and Lessor. 14. Lessor Consent dated as of February 22, 2018 between Lessor and Lessee. 15. Irrevocable Power of Attorney executed by Lessee in favor of Lessor with respect to the Sublease. 16. Consent and Agreement (MSN 4599) dated among Avianca Ecuador, 	Docket No. 1469
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3.	3961	A320-200	Wilmington Trust Company, as owner trustee	Aerovías del Continente Americano S.A. Avianca	<ol style="list-style-type: none">1. International Aircraft Lease Agreement dated June 30, 2009, as amended from time to time, and as further amended by that certain International Lease Amendment Agreement dated as of May 21, 20212. Side Letter dated July 6, 2012 from Lessor to Lessee.3. Airframe Warranty Assignment4. Engine Warranty Assignment	
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4.	4944	A320-200	Wells Fargo Trust Company, National Association	TACA International Airlines, S.A.	<p>1. Aircraft Lease Agreement dated as of October 19, 2011 between Wells Fargo Bank Northwest National Association (now Wells Fargo Trust Company, National Association) as owner trustee and TACA International Airlines, S.A., incorporating terms of the Aircraft Lease Common Terms Agreement dated as of October 19, 2011 between GE Capital Aviation Services Limited and TACA International Airlines, S.A. (as described in detail in Schedule A hereto, and as further as amended by this Amendment), such agreement assumed solely with respect to the obligations as amended pursuant to Amendment No. 5 to Aircraft Lease Agreement (MSN 4944) dated as of October 19, 2021 between Lessor and Lessee;</p> <p>2. Aircraft Sublease Agreement (MSN 4944) dated as of October 19, 2011 between TACA International Airlines, S.A., as sublessor, and Avianca Costa Rica, S.A., Aerovías del Continente Americano S.A. Avianca, and Avianca Ecuador S.A., as sublessees, solely with respect to the Amended Lease, as amended, supplemented or otherwise modified from time to time, including the Sublease Amendment Agreement to be entered into between the sublessor and sublessees</p> <p>3. Sublease Security Assignment (MSN 4944) dated as of December 20, 2011 from TACA International Airlines, S.A. to Wells Fargo Trust Company, National Association) (formerly Wells Fargo Bank Northwest, National Association), as owner trustee, solely as it relates to the sublease aircraft (as amended)</p> <p>4. Consent and Agreement to Sublease Security Assignment (MSN 4944) dated as of December 20, 2011 between TACA International Airlines, S.A. to Wells Fargo Trust Company, National Association, as owner trustee</p> <p>5. Airframe Warranties Agreement dated May 10, 2019 from Airbus S.A.S. and the Initial Notice dated May 10, 2019 from Wilmington Trust (London) Limited as security trustee, TACA International Airlines, S.A. and Airbus S.A.S. issued pursuant thereto</p> <p>6. Engine Warranty Agreement dated as of May 10, 2019 among TACA International Airlines, S.A. and Wells Fargo Trust Company, National Association as consented to by IAE International Aero Engines AG.</p> <p>7. Irrevocable Power of Attorney from Avianca Ecuador, S.A. to Wells Fargo Trust Company, National Association and Wilmington Trust (London) Limited (under the laws of Ecuador)</p> <p>8. Irrevocable Power of Attorney from Avianca Ecuador, S.A. to Wells</p>	Docket No. 2117
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5.	5195	A320-200	Wells Fargo Trust Company, National Association, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. Amended and Restated International Aircraft Lease Agreement dated November 5, 2021 between Lessor and Lessee and each of the “Executory Transaction Documents” (as defined therein) to which a Debtor is a party.	Docket No. 1575
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6.	4001	A320-200	AIRCOL 8, a Delaware Statutory Trust care of Wilmington Trust Company, as owner trustee	Aerovías del Continente Americano S.A. Avianca	<ol style="list-style-type: none"> 1. Amended and Restated International Aircraft Lease Agreement dated 16 October 2019 between Lessor and Lessee, such agreement assumed solely with respect to the obligations pursuant to this Agreement. 2. Airframe Warranties Agreement dated 21 May 2019, executed by Airbus S.A.S. (the “Airframe Warranty Agreement”) 3. Initial Notice (in respect of the Airframe Warranty Agreement) dated 21 May 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessee and accepted and agreed for and on behalf of Airbus S.A.S. 4. Replacement Controlling Party Notice (in respect of the Airframe Warranty Agreement) dated 17 October 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessor and accepted and agreed for and on behalf of Airbus S.A.S. 5. Engine Warranties Agreement in respect of ESN 699493 dated 21 May 2019, between CFM International, Inc. and Lessor (the “ESN 699493 Engine Warranty Agreement”) 6. Initial Notice (in respect of the ESN 699493 Engine Warranty Agreement) dated 21 May 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessee and acknowledged for and on behalf of CFM International, Inc. 7. Replacement Controlling Party Notice (in respect of the ESN 699493 Engine Warranty Agreement) dated 17 October 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessor and acknowledged for and on behalf of CFM International, Inc. 8. Engine Warranties Agreement in respect of ESN 699485 dated 21 May 2019, between CFM International, Inc. and Lessor (the “ESN 699485 Engine Warranty Agreement”) 9. Initial Notice (in respect of the ESN 699485 Engine Warranty Agreement) dated 21 May 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessee and acknowledged for and on behalf of CFM International, Inc. 10. Replacement Controlling Party Notice (in respect of the ESN 699485 Engine Warranty Agreement) dated 17 October 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessor and acknowledged for and on behalf of CFM International, Inc. 	Docket No. 2003
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7.	4011	A320-200	AIRCOL 9, a Delaware Statutory Trust care of Wilmington Trust Company, as owner trustee	Aerovías del Continente Americano S.A. Avianca	<ol style="list-style-type: none"> 1. Amended and Restated International Aircraft Lease Agreement dated 16 October 2019 between Lessor and Lessee, such agreement assumed solely with respect to the obligations pursuant to this Agreement 2. Airframe Warranties Agreement dated 21 May 2019, executed by Airbus S.A.S. (the “Airframe Warranty Agreement”) 3. Initial Notice (in respect of the Airframe Warranty Agreement) dated 21 May 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessee and accepted and agreed for and on behalf of Airbus S.A.S. 4. Replacement Controlling Party Notice (in respect of the Airframe Warranty Agreement) dated 18 October 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessor and accepted and agreed for and on behalf of Airbus S.A.S. 5. Engine Warranties Agreement in respect of ESN 699500 dated 21 May 2019, between CFM International, Inc. and Lessor (the “ESN 699500 Engine Warranty Agreement”) 6. Initial Notice (in respect of the ESN 699500 Engine Warranty Agreement) dated 21 May 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessee and acknowledged for and on behalf of CFM International, Inc. 7. Replacement Controlling Party Notice (in respect of the ESN 699500 Engine Warranty Agreement) dated 18 October 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessor and acknowledged for and on behalf of CFM International, Inc. 8. Engine Warranties Agreement in respect of ESN 699505 dated 21 May 2019, between CFM International, Inc. and Lessor (the “ESN 699505 Engine Warranty Agreement”) 9. Initial Notice (in respect of the ESN 699505 Engine Warranty Agreement) dated 21 May 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessee and acknowledged for and on behalf of CFM International, Inc. 10. Replacement Controlling Party Notice (in respect of the ESN 699505 Engine Warranty Agreement) dated 18 October 2019, between Sumitomo Mitsui Banking Corporation, New York Branch, Lessor and 	Docket No. 2003
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8.	TBD	A320-251NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 1 – NEO) dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	Docket No. 1469
9.	TBD	A320-251NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 2 – NEO) dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
10.	TBD	A320-251NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 3 – NEO) dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
11.	TBD	A320-251NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 4 – NEO) dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
12.	TBD	A320-251NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 5 – NEO) dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
13.	TBD	A320-251NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 6 – NEO) dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
14.	8519	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
15.	8960	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
16.	8994	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
17.	9010	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	

18.	9292	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of April 30, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
19.	6103	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of July 6, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	Docket No. 1714
20.	6110	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of July 6, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
21.	6057	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of July 6, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
22.	6125	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of July 6, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
23.	6050	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of July 6, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
24.	3667	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (MSN 3667) dated as of August 18, 2021 and the related transaction documentation with respect to the aircraft to which a Debtor is a party	Docket No. 1806
25.	3690	A320-214	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (MSN 3690) dated as of August 18, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	Docket No. 1806
26.	10394	A320-251N	Wilmington Trust Company, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement 10394 dated as of August 2, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	Docket No. 1805
27.	9238	A320-251N	Wilmington Trust Company, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement 9238 dated as of August 16, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
28.	9250	A320-251N	Wilmington Trust Company, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement 9250 dated as of August 16, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	

29.	9384	A320-251N	Wilmington Trust Company, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement 9384 dated as of August 16, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
30.	TBD	A320-200NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 7 – NEO) dated as of August 20, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	Docket No. 1807
31.	TBD	A320-200NEO	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement (Aircraft No. 8 – NEO) dated as of August 20, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith with respect to the aircraft	
32.	4304	A320-200	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of October 26, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith respect to the aircraft	Docket No. 1809
33.	4411	A320-200	Bank of Utah, not in its individual capacity but solely as owner trustee	Aerovías del Continente Americano S.A. Avianca	1. International Aircraft Lease Agreement dated as of October 26, 2021 and the related transaction documentation to which a Debtor is a party entered into in connection therewith respect to the aircraft	

Exhibit H to Notice of Filing of Plan Supplement

Secured RCF Amendment

AMENDMENT NO. 3 TO CREDIT AGREEMENT

THIS AMENDMENT NO. 3 TO CREDIT AGREEMENT, dated as of December 1, 2021 (this “**Amendment**”), is made by and among, **AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA**, as Borrower (the “**Borrower**”), **AVIANCA GROUP INTERNATIONAL LIMITED (“Reorganized Holdings”)**, **TAMPA CARGO S.A.S. (“Tampa Cargo”)** AND CERTAIN OTHER SUBSIDIARIES OF HOLDINGS PARTY HERETO, as Guarantors, **THE LENDERS PARTY TO THE CREDIT AGREEMENT**, and **CITIBANK, N.A.**, as Collateral Agent and Administrative Agent (the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, reference is made to the Credit and Guaranty Agreement, dated as of August 31, 2018 (as amended by Amendment No. 1 to Credit Agreement, dated as of December 5, 2019, Amendment No. 2 to Credit Agreement, dated as of January 15, 2020, and as further amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Avianca Holdings S.A. (“**AVH**”), Tampa Cargo and certain other Subsidiaries of Holdings, as guarantors, the lenders party thereto and the Administrative Agent.

WHEREAS, on May 10, 2020, Avianca Peru S.A. initiated a voluntary dissolution and liquidation process.

WHEREAS, the parties desire to amend the Credit Agreement in certain respects as provided herein, and the parties consenting hereto have agreed to consent to such amendment.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

Section 1. Defined Terms. Unless otherwise amended by the terms of this Amendment, terms used in this Amendment shall have the meanings assigned, expressly or by incorporation, in the Credit Agreement. As used herein, (a) “**Amendment Effective Date**” means the date on which each of the conditions precedent specified in Section 4 have been satisfied, (b) “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York, (c) “**Chapter 11 Cases**” means those certain Chapter 11 proceedings under Title 11 of the United States Code, 11 U.S.C. § 101 et. seq., of AVH and its affiliated debtors and debtors-in-possession filed on May 10, 2020 (and, with respect to certain entities, September 21, 2020), in the Bankruptcy Court and the related parallel and ancillary proceedings, and (d) “**Plan**” means the *Joint Chapter 11 Plan of Avianca Holdings S.A. and Its Affiliated Debtors* [Docket No. 1981], filed by the “Debtors” in the Chapter 11 Cases on August 10, 2021, as amended, supplemented, or modified from time to time.

Section 2. Amendments to Credit Agreement. Effective as of the Amendment Effective Date, the Credit Agreement is amended as follows:

2.1 the existing definitions of “EBITDA”, “EBITDA Coverage Event”, “EBITDA Coverage Ratio”, “EBITDA Coverage Ratio Threshold”, “Exceptional Items”, “Financial Covenant Event”, “Financial Indebtedness”, “Net Debt”, “Net Debt Cash”, “Net Debt to

EBITDA Ratio”, “Net Debt to EBITDA Threshold”, “Net Debt Event” and “Test Period” in Section 1.01 of the Credit Agreement are hereby deleted.

2.2 the following new definitions of “Amendment No. 3”, “Amendment No. 3 Effective Date”, “Chapter 11 Cases” and “Chapter 11 Transaction” are inserted in Section 1.01 of the Credit Agreement in alphabetical order, to read as follows:

““**Amendment No. 3**” means the Amendment No. 3 to Credit Agreement, dated as of December 1, 2021, among the parties to this Agreement.”

““**Amendment No. 3 Effective Date**” means the “Amendment Effective Date” as defined in Amendment No. 3.”

““**Chapter 11 Cases**” shall have the meaning set forth in Section 1 of Amendment No. 3.”

““**Chapter 11 Transaction**” shall have the meaning set forth in Section 6.09(b).”

““**Reorganized Holdings**” means Avianca Group International Limited.”

2.3 The definition of “Change of Control” in Section 1.01 of the Credit Agreement is restated in its entirety to read as follows:

““**Change of Control**” means the occurrence of any of the following:

(1) Holdings shall cease to own directly or indirectly more than 50% of the total voting power of the Voting Stock of the Borrower or cease to have the power to direct the management of the Borrower; or

(2) (A) any “person” or “group” (as such terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act) other than the Permitted Holders acting in concert, directly or indirectly (through acquisition of Voting Stock (including by purchase, merger, consolidation or other similar transaction), by contract or otherwise), (i) becomes the beneficial owner of more than fifty percent (50%) (on a fully diluted basis) of the outstanding Voting Stock of Holdings, (ii) otherwise acquires, is recognized as having or is otherwise able to exercise the right to cast, at a general meeting of shareholders of Holdings, more than fifty percent (50%) (on a fully diluted basis) of the voting rights of the holders of Voting Stock of Holdings or (iii) obtains rights (whether by means of warrants, options or otherwise) or is granted a Lien (whether any such rights or Lien is exercisable or created immediately or only after the passage of time or occurrence of an event) which if fully or partially exercised (or, in the case of a Lien, upon exercise of rights and remedies in respect thereof) would result in the circumstances described in the foregoing clause (i) or (ii) and (B) there is (x) a downgrade to the corporate credit rating of Holdings or the rating of its unsecured indebtedness by any nationally recognized statistical rating organization or (y) a breach of any of Sections 3.13, 5.14, 6.07 or 6.09 hereof;

provided that notwithstanding anything to the contrary herein, the consummation of a Chapter 11 Transaction shall not constitute a Change of Control.”

2.4 The definition of “Holdings” in Section 1.01 of the Credit Agreement is restated in its entirety to read as follows:

““**Holdings**” shall mean, (i) prior to the Amendment No. 3 Effective Date, Avianca Holdings S.A. and (ii) thereafter Reorganized Holdings.”

2.5 The definition of “Liquidity Event” in Section 1.01 of the Credit Agreement is amended by replacing “\$350,000,000” with “\$400,000,000”.

2.6 The definition of “Interest Payment Date” in Section 1.01 of the Credit Agreement is amended by replacing “one, two or three months” with “one or three months”.

2.7 The definition of “Interest Period” in Section 1.01 of the Credit Agreement is amended by replacing “one, two, three or six months” with “one, three or six months”.

2.8 The definition of “Permitted Holders” in Section 1.01 of the Credit Agreement is restated in its entirety to read as follows:

““**Permitted Holders**” shall mean any of (i) United Airlines, Inc., South Lake One LLC, Kingsland International Group, S.A., Elliot Associates, L.P. and Elliott International, L.P. or (ii) any of their respective Affiliates.”

2.9 The definition of “Revolving Facility Maturity Date” in Section 1.01 of the Credit Agreement is amended by replacing “August 31, 2021” with “December 31, 2022”.

2.10 Section 2.11(i) of the Credit Agreement is restated in its entirety to read as follows:

“(i) Within five (5) Business Days of the occurrence of a Liquidity Event, the Borrower shall prepay the Revolving Loan in full, without premium or penalty (but including break funding pursuant to Section 2.14, if any); provided that, such prepayment shall not be required if, within such five (5) Business Day period, the Borrower cures such Liquidity Event by increasing the Liquidity in an amount necessary to comply with Section 6.04 (and such cure is confirmed by delivery to the Administrative Agent of a new Officer’s Certificate setting forth the Liquidity substantially in the form attached hereto as Exhibit O).”

2.11 Section 2.25 of the Credit Agreement is amended as follows:

(a) Section 2.25(a)(vii) is amended by replacing “the first anniversary of the Closing Date” with “the Revolving Facility Maturity Date”; and

(b) Section 2.25(c) of the Credit Agreement is restated in its entirety to read as follows:

“(c) The consent of the Administrative Agent shall be required to effectuate any Extension, such consent not to be unreasonably withheld. No consent of any Lender shall be required to effectuate any Extension, other than the consent of each Lender agreeing to such Extension with respect to one or more of its Revolving Commitments (or a portion thereof) (or, in the case of an Extension pursuant to clause (iv) of Section 2.25(a), the consent of the assignee agreeing to the assignment of one or more Revolving Commitments and/or the Revolving Loan). If a Lender agrees, in its individual and sole discretion, to extend its commitment (an “**Extending Lender**”), it will notify the Administrative Agent, in writing, of its decision to do so no later than twenty (20) days prior to the Revolving Facility Maturity Date and the Administrative Agent will notify the Borrower, in writing, of the Lender’s decision no later than fifteen (15) days prior to the Revolving Facility Maturity Date. The Extending Lenders’ commitments will be extended for an additional one (1) year from the then existing Revolving Facility Maturity Date; provided that more than 50% of the Commitment is extended or otherwise committed to by the Extending Lenders and any new Lenders. Any Lender that declines the Borrower’s request for a commitment extension (a “**Declining Lender**”) and not replaced pursuant to Section 2.25(a)(iv) will have its commitment terminated (and its Loan repaid, with all accrued interest) on the then existing Revolving Facility Maturity Date (without regard to any extensions by other Lenders); provided that, if requested by any Declining Lender, the Borrower shall, within five (5) Business Days of such request, prepay such Declining Lender’s Loan at a prepayment price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any (plus amounts payable under Section 2.14, if any), to the date of prepayment and terminate all of such Lender’s unused Revolving Commitment. All Extended Revolving Commitments and all obligations in respect thereof shall be Obligations under this Agreement and the other Loan Documents that are secured by the Collateral on a pari passu basis with all other applicable Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents (each, an “**Extension Amendment**”) with the Borrower as may be necessary in order to establish new tranches or sub-tranches in respect of Revolving Commitments so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranches or sub-tranches, in each case on terms consistent with this Section 2.25.”

2.12 A new Section 2.26 is inserted immediately following Section 2.25, to read as set forth on Annex 1 hereto.

2.13 Section 3.05(b) of the Credit Agreement is hereby restated in its entirety to read as follows:

“(b) Since the Amendment No. 3 Effective Date, there has been no Material Adverse Change.”

2.14 Section 4.02(h) of the Credit Agreement is restated in its entirety to read as follows:

“(h) Liquidity Event. (i) No Liquidity Event shall have occurred and be continuing as of the date of such Advance, and (ii) and the Borrower shall have delivered to the Administrative Agent an Officer’s Certificate, substantially in the form attached hereto as Exhibit O, setting forth the Liquidity and evidencing compliance with this Section 4.02(h).”

2.15 Section 5.01(d)(i) of the Credit Agreement is hereby restated in its entirety to read as follows:

“(i) within 30 days after each Report Date, an Officer’s Certificate setting forth the Liquidity, substantially in the form attached hereto as Exhibit O; and”

2.16 Section 6.04 of the Credit Agreement is restated in its entirety to read as follows:

“**Section 6.04. Liquidity**. At any time that any portion of the Revolving Loan is outstanding, the Borrower shall not permit Liquidity to fall below \$400,000,000.”

2.17 A new Section 6.09 is inserted immediately following Section 6.08, to read as follows:

“**Section 6.09. Change of Control**.”

(a) Neither the Borrower nor Holdings will consummate any Change of Control or other transaction described in clause (2)(A) of the definition of “Change of Control” (each, a “**Change of Control Transaction**”) unless (i) the Borrower shall have given the Administrative Agent at least 30 days’ prior written notice of such Change of Control Transaction and (ii) the Lenders shall have received all documentation and other information reasonably requested by the Administrative Agent at least five (5) Business Days prior to the closing date of such Change of Control Transaction and required under applicable “know-your-customer” and anti-money laundering rules and regulations, including the Patriot Act. On the closing date of any Change of Control Transaction, the Borrower shall be deemed to represent and warrant to the Secured Parties that the representations in Section 3.13 are true and correct on and as of such closing date.

(b) Notwithstanding anything to the contrary set forth herein, the parties hereto agree that Avianca Holdings S.A. and certain of its Subsidiaries may, pursuant to the Plan (as defined in Amendment No. 3), conduct a restructuring (the “**Chapter 11 Transaction**”) under which the Borrower may be the direct or indirect subsidiary of one or more new or reorganized entities. In particular, the Chapter 11 Transaction shall provide that Reorganized Holdings will take the place of Avianca Holdings S.A. as the ultimate parent entity of the Borrower and the other entities that, as of the date hereof, conduct the business known in the airline industry as Avianca and, in so doing, will directly or indirectly own all or substantially all of the assets of the Avianca enterprise and the assets of Avianca Holdings S.A. Consequently, following the Chapter 11 Transaction, Reorganized Holdings will assume all of the obligations of Avianca Holdings S.A. hereunder and the other Loan Documents. Following the Chapter 11 Transaction, the Borrower and the Guarantors shall execute such documents and/or take

such other actions as may be reasonably requested by the Administrative Agent or any Lender to evidence such assumption and replacement.”

2.18 Exhibit O of the Credit Agreement is hereby replaced in its entirety with the replacement Exhibit O attached as Annex 2 hereto.

Section 3. Waivers. Effective as of the Amendment Effective Date:

3.1 the Lenders hereby waive any and all rights to receive payment of the Accrued Default Interest (as defined below) and further agree that any such Accrued Default Interest shall not be due and payable. For purposes of this section, “**Accrued Default Interest**” means the portion of any unpaid interest that has or may have accrued at the increased interest rate set forth under Section 2.07 of the Credit Agreement prior to (but excluding) the Amendment Effective Date, that exceeds (a) with respect to interest accruing on the principal amount of the Loan, the rate that otherwise would have been applicable for such Borrowings immediately prior to the occurrence of any event giving rise to an increase in interest rate under Section 2.07 of the Credit Agreement or (b) with respect to any other interest, the rate that otherwise would have been applicable to ABR Advances immediately prior to the occurrence of any event giving rise to an increase in interest rate under Section 2.07 of the Credit Agreement; and

3.2 the Lenders hereby waive any Default or Event of Default arising from the Borrower’s and Guarantors’ commencement and/or prosecution of the Chapter 11 Cases (including any *ipso facto* defaults related to the Chapter 11 Cases).

Section 4. Conditions Precedent. The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

4.1 this Amendment shall have been duly authorized, executed and delivered by the parties to the Credit Agreement and shall be in full force and effect and executed counterparts shall have been delivered to the Administrative Agent and its counsel;

4.2 the Borrower shall have paid to each Agent and the Lenders (a) all interest on the Revolving Loan that is accrued and unpaid as of the Amendment Effective Date (which, for the avoidance of doubt, shall not include any Accrued Default Interest waived under Section 3.1) and (b) all reasonable and documented fees, costs and expenses of the Secured Parties payable pursuant to Section 10.04 of the Credit Agreement or Section 8.5 of this Amendment that have been invoiced at least two (2) days prior to the Amendment Effective Date;

4.3 (a) the “Effective Date” under and as defined in the Plan shall have occurred; (b) since August 10, 2021, there shall have been no amendments or modifications to the Plan that are adverse to the interests of the Secured Parties; (c) the terms and conditions of the “Confirmation Order” referred to in the Plan shall be substantially consistent with the terms and conditions of the Plan and (d) the Chapter 11 Transaction shall have been consummated as described in Section 6.09(b) of the Credit Agreement (as amended hereby);

4.4 all actions reasonably requested by the Administrative Agent, including all relevant filings and registrations, to ensure the continued validity, perfection and priority of the Collateral Documents in all relevant jurisdictions shall have been taken;

4.5 (a) except as otherwise disclosed in (i) any reports, schedules, forms, statements and other information that has been included or incorporated by reference in the Avianca Holdings S.A.'s annual report on Form 20-F filed with the Securities and Exchange Commission on May 3, 2021 or any periodic reports on Form 6-K furnished to the Securities and Exchange Commission after May 3, 2021 and prior to the date of this Amendment, or (ii) any pleadings, schedules, motions or other documents publicly filed with the Bankruptcy Court in the Chapter 11 Cases prior to the date of this Amendment, all representations and warranties contained in the Credit Agreement (as amended from time to time) and the other Loan Documents (excluding the representations and warranties contained in Sections 3.06 and 3.08(b) of the Credit Agreement) are true and correct in all material respects on and as of the Amendment Effective Date, except (x) to the extent such representations and warranties expressly relate to an earlier date (and in such case, are true and correct as of such date), (y) any reference to December 31, 2017 in Section 3.05 shall be deemed to reference December 31, 2020 and (z) for the representation and warranty in Section 3.11 in respect of any Collateral to be executed and/or registered in El Salvador, and (b) the Administrative Agent shall have received an Officer's Certificate from the Borrower certifying as to the matters set forth in the preceding clause (a);

4.6 the Administrative Agent and the Lenders shall have received written opinions of (a) Colombian counsel to the Borrower and Tampa, (b) United Kingdom counsel to Reorganized Holdings, (c) New York counsel to the Borrower and Guarantors, (d) special FAA counsel and (e) any other applicable local counsel reasonably requested by the Administrative Agent (including local counsel in any jurisdiction where any action is take pursuant to Section 4.4), in each case in form and substance reasonably satisfactory to the Administrative Agent;

4.7 all material governmental and third-party consents and approvals necessary in connection with the transactions contemplated hereby shall have been obtained, in form and substance reasonably satisfactory to the Administrative Agent, and be in full force and effect;

4.8 the Borrower shall be in compliance with the Same Treatment Condition as of the Amendment Effective Date, and the Borrower shall have delivered to the Administrative Agent an Officer's Certificate confirming compliance with this Section 4.8;

4.9 the Lenders shall have received all documentation and other information reasonably requested by the Administrative Agent and required under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act; and

4.10 immediately after giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.

Section 5. Most Favored Nations Provision. In consideration for the Lenders' agreement to the terms and conditions of this Amendment, each of the Borrower and the Guarantors hereby agrees that (a) as a condition to the effectiveness of the amendments set forth in Section 2, none of the Borrower, the Guarantors or any of their Subsidiaries shall be party to any agreement relating to financing in excess of \$25,000,000 that contains (i) any provision triggering a default or prepayment upon a "change of control" or similar event that is more favorable to the lenders or other financiers providing such financing (such other lenders and/or financiers, the "**Other Financiers**") than the terms of the Credit Agreement relating to any

Change of Control Offer or (ii) financial covenants that are (A) of a type not included in the Credit Agreement or (B) more favorable to such Other Financiers (whether in terms of required amount of liquidity, amounts not included (or expressly excluded or deducted) as part of the relevant calculations, the required ratios or the frequency of testing or otherwise) than the terms of the Credit Agreement relating to the applicable financial covenant; and (b) from and after the Amendment Effective Date, if any Other Financiers have “change of control” or similar provisions or financial covenants in their relevant financing or other transaction documents that are more favorable to such Other Financiers than the relevant terms of the Credit Agreement (or, in the case of financial covenants, are of a type that are not included in the Credit Agreement), then any such more favorable (or additional, as the case may be) terms shall automatically apply in respect of the relevant terms of the Credit Agreement, with such more favorable (or additional) terms becoming a part of, and amending the terms of, the Credit Agreement as though fully set forth therein. Furthermore, the Borrower shall provide an Officers’ Certificate, substantially in the form attached to the Credit Agreement as Exhibit O (as amended pursuant to this Amendment), confirming compliance with this Section 5 both (1) upon the occurrence of the Amendment Effective Date and (2) at the times required by Section 5.01(d)(i) of the Credit Agreement. To the extent required by this Section 5, and upon request by the Administrative Agent or any Lender, the Borrower and the Guarantors shall revise the Credit Agreement to reflect any changed provisions effected under this Section 5.

Section 6. Adequate Protection Stipulation. The parties hereto acknowledge and agree that the *First Stipulation and Order Between the Debtors and Finance Parties Concerning Certain Collateral* [Docket No. 347] among, *inter alios*, the Borrower and the Administrative Agent (the “**Adequate Protection Stipulation**”) remains in effect, and the Secured Parties agree that any and all of their rights to adequate protection continue to be satisfied pursuant to the terms of the Adequate Protection Stipulation, notwithstanding their entry into this Amendment but subject to the occurrence of the Amendment Effective Date. The Borrower and the Secured Parties agree that the Adequate Protection Stipulation shall terminate upon and subject to the occurrence of the Amendment Effective Date, and that any claims of the Secured Parties under Section 507(b) of the Bankruptcy Code arising thereunder are satisfied in full by entry into this Amendment.

Section 7. Scope and Effectiveness of Amendment.

7.1 On and after the Amendment Effective Date (i) this Amendment shall become a part of the Credit Agreement, and (ii) each reference in (A) the Credit Agreement to “this Agreement”, “hereof” or “hereunder” or words of like import, and (B) any other Loan Document to the “Credit Agreement”, shall be a reference to the Credit Agreement as amended or modified hereby.

7.2 Except as expressly amended or modified hereby, the Credit Agreement and each of the other Loan Documents shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto. Without limiting the foregoing, each of the Borrower and the Guarantors (a) hereby ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents (as modified and/or amended by this Amendment) and (b) hereby ratifies and reaffirms all Liens granted by it pursuant to any of the Loan Documents, and confirms that such Liens continue to secure the Obligations, including,

without limitation, all additional Obligations resulting from or incurred pursuant to this Amendment; *provided, however*, that upon assumption of Avianca Holdings S.A.'s obligations by Reorganized Holdings on the Amendment Effective Date, the Lenders agree that Avianca Holdings S.A. will cease to be a party to the Credit Agreement and any and all of its obligations thereunder shall be deemed discharged; *provided, further*, that on the Amendment Effective Date, the Lenders agree that, in light of Avianca Peru S.A.'s liquidation, Avianca Peru S.A. will cease to be a party to the Credit Agreement and any and all of its obligations thereunder shall be deemed discharged. All references in the Loan Documents to the term "Obligations" or "Guaranteed Obligations" shall include all additional Obligations or Guaranteed Obligations, as the case may be, resulting from or incurred pursuant to this Amendment.

7.3 Each party hereto agrees and acknowledges that this Amendment constitutes a Loan Document.

7.4 The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

Section 8. Miscellaneous.

8.1 Notices. Section 10.01 of the Credit Agreement shall apply hereto as if set out in full in this Amendment, *mutatis mutandis*.

8.2 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.3 Captions. Captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Amendment.

8.4 Counterpart Form. This Amendment may be executed by the parties hereto in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8.5 Fees and Expenses. The Borrower agrees to pay or reimburse all reasonable and documented fees, costs and expenses of the Secured Parties incurred in connection with the Chapter 11 Cases and the preparation, execution, delivery and administration of this Amendment and the other documents to be delivered hereunder (including, without limitation, the reasonable fees, costs and expenses of Latham & Watkins LLP, Vedder Price P.C. and any applicable local counsel).

8.6 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Amendment shall be construed in accordance with and governed by the law of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Amendment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall, to the extent permitted by law, be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Amendment in any court referred to in Section 8.6(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Amendment irrevocably consents to service of process in the manner provided for notices in Section 8.1. Nothing in this Amendment will affect the right of any party to this Amendment to serve process in any other manner permitted by law.

8.7 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.7.

8.8 Direction. By their execution below, the Lenders hereby direct the Administrative Agent to execute and deliver this Amendment.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first written.

**AEROVIAS DEL CONTINENTE
AMERICANO S.A. AVIANCA,** as
Borrower

By: _____
Name:
Title:

**AVIANCA GROUP INTERNATIONAL
LIMITED,** as a Guarantor

By: _____
Name:
Title:

TAMPA CARGO S.A.S., as a Guarantor

By: _____
Name:
Title:

AVIANCA ECUADOR S.A., as a
Guarantor

By: _____
Name:
Title:

**TACA INTERNATIONAL AIRLINES
S.A.,** as a Guarantor

By: _____
Name:
Title:

AVIATECA S.A., as a Guarantor

By: _____
Name:
Title:

**ISLEÑA DE INVERSIONES, S.A. de
C.V.**, as a Guarantor

By: _____
Name:
Title:

**TECHNICAL AND TRAINING
SERVICES, S.A. de C.V.**, as a Guarantor

By: _____
Name:
Title:

**REGIONAL EXPRESS AMÉRICAS
S.A.S.**, as a Guarantor

By: _____
Name:
Title:

AVIANCA COSTA RICA S.A., as a
Guarantor

By: _____
Name:
Title:

CITIBANK, N.A., as Collateral Agent,
Administrative Agent and as a Lender

By: _____

Name:

Title:

JPMORGAN CHASE BANK, N.A., as a
Lender

By: _____
Name:
Title:

GOLDMAN SACHS BANK USA, as a
Lender

By: _____
Name:
Title:

**MORGAN STANLEY SENIOR
FUNDING, INC., as a Lender**

By: _____
Name:
Title:

ANNEX 1

NEW SECTION 2.26 TO CREDIT AGREEMENT

[Attached.]

Section 2.26 Benchmark Replacement.

Notwithstanding anything to the contrary herein or in any other Loan Document:

(a) Replacing USD LIBOR. On March 5, 2021 the Financial Conduct Authority (“FCA”), the regulatory supervisor of USD LIBOR’s administrator (“IBA”), announced in a public statement the future cessation or loss of representativeness of overnight/Spot Next, 1-month, 3-month, 6-month and 12- month USD LIBOR tenor settings. On the earlier of (i) the date that all Available Tenors of USD LIBOR have either permanently or indefinitely ceased to be provided by IBA or have been announced by the FCA pursuant to public statement or publication of information to be no longer representative and (ii) the Early Opt-in Effective Date, if the then-current Benchmark is USD LIBOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(b) Replacing Future Benchmarks. Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrower may revoke any request for a borrowing of, conversion to or continuation of Advances to be made, converted or continued that would bear interest by reference to such Benchmark until the Borrower’s receipt of notice from the Administrative Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Advances. During the period referenced in the foregoing sentence, the component of ABR based upon the Benchmark will not be used in any determination of ABR.

(c) Benchmark Replacement Conforming Changes. In connection with the implementation and administration of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(d) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark

Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes. For the avoidance of doubt, any notice required to be delivered by the Administrative Agent as set forth in this Section 2.26 may be provided, at the option of the Administrative Agent (in its sole discretion), in one or more notices and may be delivered together with, or as part of any amendment which implements any Benchmark Replacement or Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 2.26.

(e) Unavailability of Tenor of Benchmark. At any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or USD LIBOR), then the Administrative Agent may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (ii) the Administrative Agent may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.

(f) Disclaimer. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to (i) the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of “LIBO Rate” or with respect to any alternative or successor rate thereto, or replacement rate thereof (including, without limitation any Benchmark Replacement implemented hereunder), (ii) the composition or characteristics of any Benchmark Replacement, including whether it is similar to, or produces the same value or economic equivalence to USD LIBOR (or any other Benchmark) or have the same volume or liquidity as did USD LIBOR (or any other Benchmark), (iii) any actions or use of its discretion or other decisions or determinations made with respect to any matters covered by this Section 2.26 including, without limitation, whether or not a Benchmark Transition Event has occurred, the removal or lack thereof of unavailable or non-representative tenors, the implementation or lack thereof of any Benchmark Replacement Conforming Changes, the delivery or non-delivery of any notices required by clause (d) above or otherwise in accordance herewith, and (iv) the effect of any of the foregoing provisions of this Section 2.26.

(g) Certain Defined Terms.

As used in this Section 2.26:

“**Available Tenor**” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

“**Benchmark**” means, initially, USD LIBOR; provided that if a replacement of the Benchmark has occurred pursuant to this Section 2.26, then “Benchmark” means the applicable Benchmark

Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to “Benchmark” shall include, as applicable, the published component used in the calculation thereof.

“**Benchmark Replacement**” means, for any Available Tenor:

(1) For purposes of clause (a) of this Section, the first alternative set forth below that can be determined by the Administrative Agent:

(a) the sum of: (i) Term SOFR and (ii) 0.11448% (11.448 basis points) for an Available Tenor of one-month’s duration, 0.26161% (26.161 basis points) for an Available Tenor of three-months’ duration, 0.42826% (42.826 basis points) for an Available Tenor of six-months’ duration; provided, that if any Available Tenor of USD LIBOR does not correspond to an Available Tenor of Term SOFR, the Benchmark Replacement for such Available Tenor of USD LIBOR shall be the closest corresponding Available Tenor (based on tenor) for Term SOFR and if such Available Tenor of USD LIBOR corresponds equally to two Available Tenors of Term SOFR, the corresponding tenor of Term SOFR with the shorter duration shall be applied, or

(b) the sum of: (i) Daily Simple SOFR and (ii) the spread adjustment selected or recommended by the Relevant Governmental Body for the replacement of the tenor of USD LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in clause (a) of this Section (which spread adjustment, for the avoidance of doubt, shall be 0.11448% (11.448 basis points); and

(2) For purposes of clause (b) of this Section, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Borrower as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated credit facilities at such time;

provided that, if the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“**Benchmark Replacement Conforming Changes**” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “ABR,” the definition of “Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, the formula for calculating any successor rates identified pursuant to the definition of “Benchmark Replacement” (including whether such formula shall be cumulative or non-cumulative), the formula, methodology or convention for applying the successor Floor to the successor Benchmark Replacement and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to

permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Transition Event” means, with respect to any then-current Benchmark other than USD LIBOR, the occurrence of one or more of the following events: a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

“Daily Simple SOFR” means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

“Early Opt-in Effective Date” means, with respect to any Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.

“Early Opt-in Election” means the occurrence of the following:

(1) a notification by the Administrative Agent to (or the request by the Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding U.S. dollar-denominated syndicated credit facilities in the U.S. syndicated loan market at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(2) the joint election by the Administrative Agent and the Borrower to trigger a fallback from USD LIBOR and the provision by the Administrative Agent of written notice of such election to the Lenders.

“**Floor**” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to USD LIBOR.

“**Relevant Governmental Body**” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

“**SOFR**” means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org> (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

“**Term SOFR**” means, for the applicable corresponding tenor, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“**USD LIBOR**” means the London interbank offered rate for U.S. dollars.

ANNEX 2

REPLACEMENT EXHIBIT O TO CREDIT AGREEMENT

[Attached.]

EXHIBIT O

FORM OF SECTION 6.04 COMPLIANCE CERTIFICATE

FOR THE PERIOD ENDING _____

To: Citibank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit and Guaranty Agreement dated as of August 31, 2018 among, *inter alios*, Aerovias del Continente Americano S.A. Avianca (the “**Borrower**”), the Lenders from time to time party thereto and Citibank, N.A., as Administrative Agent and as Collateral Agent (as amended, restated extended, supplemented or otherwise modified in writing form time to time, the “**Agreement**”; the terms defined therein being used herein as therein defined).

The undersigned Officer hereby certifies as of the date hereof that (i) he is the [_____] of the Borrower, and that, as such, he is authorized to execute and deliver this Compliance Certificate to the Collateral Agent on the behalf of Borrower, (ii) Schedule 1 hereto is a correct calculation of the financial covenant contained in Section 6.04 of the Agreement, (iii) the Liquidity has been equal to or greater than \$400,000,000 at all times since the date of the last Section 6.04 Compliance Certificate delivered under Section 5.01(d)(i) of the Credit Agreement and (iv) as at the date hereof, no Other Financiers (as defined in Amendment No. 3) have financial covenants in their relevant financing or other transaction documents that are (a) of a type not included in the Agreement or (b) more favorable to such Other Financiers than the terms of the Credit Agreement relating to the applicable financial covenant (whether in terms of required amount of liquidity, amounts not included (or expressly excluded or deducted) as part of the relevant calculations, the required ratios, the frequency of testing or otherwise).

IN WITNESS WHEREOF, the undersigned has executed this Section 6.04 Compliance Certificate as of _____.

**AEROVIAS DEL CONTINENTE
AMERICANO S.A. AVIANCA**

By: _____
Name:
Title:

**Schedule 1 to Section 6.04
Compliance Certificate**

Liquidity

Liquidity	Period Ending xx/xx/xx (US\$)
(i) all unrestricted cash and Cash Equivalents of the Borrower and the Guarantors	\$--
(ii) the aggregate principal amount committed and available to be drawn by the Borrower and the Guarantors (taking into account all borrowing base limitations, collateral coverage requirements and other restrictions on borrowing) under all revolving credit facilities (including the Agreement) of the Borrower and the Guarantors	\$--
(iii) the scheduled net proceeds (after giving effect to any expected repayment of existing indebtedness using such proceeds) of any offering of “securities” (as defined under the Securities Act of 1933, as amended (the “ Securities Act ”)) in (a) a public offering registered under the Securities Act, or (b) an offering not required to be registered under the Securities Act (including, without limitation, a private placement under Section 4(a)(2) of the Securities Act, an exempt offering pursuant to Rule 144A and/or Regulation S of the Securities Act and an offering of exempt securities) of the Borrower or any Guarantor that has priced but has not yet closed (until the earliest of the closing thereof, the termination thereof without closing or the date that falls five (5) Business Days after the initial scheduled closing date thereof)	\$--
Total Liquidity	\$--
Minimum Liquidity	\$400,000,000

Exhibit H-1 to Notice of Filing of Plan Supplement

Blackline of Secured RCF Amendment Against October 5 Version

DRAFT 10/4
EXECUTION COPY

~~**[DRAFT SUBJECT TO APPROVAL AND ONGOING NEGOTIATION BETWEEN THE PARTIES.]**~~

AMENDMENT NO. 3 TO CREDIT AGREEMENT

THIS AMENDMENT NO. 3 TO CREDIT AGREEMENT, dated as of ~~October~~ ~~[]~~ **December 1**, 2021 (this “Amendment”), is made by and among, AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA, as Borrower (the “Borrower”), ~~[]~~ **AVIANCA GROUP INTERNATIONAL LIMITED** (“Reorganized Holdings”), TAMPA CARGO S.A.S. (“Tampa Cargo”) AND CERTAIN OTHER SUBSIDIARIES OF HOLDINGS PARTY HERETO, as Guarantors, THE LENDERS PARTY TO THE CREDIT AGREEMENT, and CITIBANK, N.A., as Collateral Agent and Administrative Agent (the “Administrative Agent”).

WITNESSETH:

WHEREAS, reference is made to the Credit and Guaranty Agreement, dated as of August 31, 2018 (as amended by Amendment No. 1 to Credit Agreement, dated as of December 5, 2019, Amendment No. 2 to Credit Agreement, dated as of January 15, 2020, and as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, ~~AVIANCA HOLDINGS~~ **Avianca Holdings** S.A. (“AVH”) ~~and~~, Tampa Cargo **and certain other Subsidiaries of Holdings**, as guarantors, the lenders party thereto and the Administrative Agent.

WHEREAS, on May 10, 2020, Avianca Peru S.A. initiated a voluntary dissolution and liquidation process.

WHEREAS, the parties desire to amend the Credit Agreement in certain respects as provided herein, and the parties consenting hereto have agreed to consent to such amendment.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

Section 1. Defined Terms. Unless otherwise amended by the terms of this Amendment, terms used in this Amendment shall have the meanings assigned, expressly or by incorporation, in the Credit Agreement. As used herein, (a) “**Amendment Effective Date**” means the date on which each of the conditions precedent specified in Section 4 have been satisfied, (b) “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York, (c) “**Chapter 11 Cases**” means those certain Chapter 11 proceedings under Title 11 of the United States Code, 11 U.S.C. § 101 et. seq., of AVH and its affiliated debtors and debtors-in-possession filed on May 10, 2020 (and, with respect to certain entities, September 21, 2020), in the Bankruptcy Court and the related parallel and ancillary proceedings, and (d) “**Plan**” means the *Joint Chapter 11 Plan of Avianca Holdings S.A. and Its Affiliated Debtors* [Docket No. 1981], filed by the “Debtors” in the Chapter 11 Cases on August 10, 2021, as amended, supplemented, or modified from time to time.

Section 2. Amendments to Credit Agreement. Effective as of the Amendment

Effective Date, the Credit Agreement is amended as follows:

2.1 the existing definitions of “EBITDA”, “EBITDA Coverage Event”, “EBITDA Coverage Ratio”, “EBITDA Coverage Ratio Threshold”, “Exceptional Items”, “Financial Covenant Event”, “Financial Indebtedness”, “Net Debt”, “Net Debt Cash”, “Net Debt to EBITDA Ratio”, “Net Debt to EBITDA Threshold”, “Net Debt Event” and “Test Period” in Section 1.01 of the Credit Agreement are hereby deleted.

2.2 the following new definitions of “Amendment No. 3”, “Amendment No. 3 Effective Date”, “Chapter 11 Cases” and “Chapter 11 Transaction” are inserted in Section 1.01 of the Credit Agreement in alphabetical order, to read as follows:

“**Amendment No. 3**” means the Amendment No. 3 to Credit Agreement, dated as of ~~October~~ December 1, 2021, among the parties to this Agreement.”

“**Amendment No. 3 Effective Date**” means the “Amendment Effective Date” as defined in Amendment No. 3.”

“**Chapter 11 Cases**” shall have the meaning set forth in Section 1 of Amendment No. 3.”

“**Chapter 11 Transaction**” shall have the meaning set forth in Section 6.09(b).”

“**Reorganized Holdings**” means ~~[-]~~ Avianca Group International Limited.”

2.3 The definition of “Change of Control” in Section 1.01 of the Credit Agreement is restated in its entirety to read as follows:

“**Change of Control**” means the occurrence of any of the following:

(1) Holdings shall cease to own directly or indirectly more than 50% of the total voting power of the Voting Stock of the Borrower or cease to have the power to direct the management of the Borrower; or

(2) (A) any “person” or “group” (as such terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act) other than the Permitted Holders acting in concert, directly or indirectly (through acquisition of Voting Stock (including by purchase, merger, consolidation or other similar transaction), by contract or otherwise), (i) becomes the beneficial owner of more than fifty percent (50%) (on a fully diluted basis) of the outstanding Voting Stock of Holdings, (ii) otherwise acquires, is recognized as having or is otherwise able to exercise the right to cast, at a general meeting of shareholders of Holdings, more than fifty percent (50%) (on a fully diluted basis) of the voting rights of the holders of Voting Stock of Holdings or (iii) obtains rights (whether by means of warrants, options or otherwise) or is granted a Lien (whether any such rights or Lien is exercisable or created immediately or only after the passage of time or occurrence of an event) which if fully or partially exercised (or, in the case of a Lien, upon exercise of rights and remedies in respect thereof) would result in the circumstances described in the foregoing clause (i) or (ii) and (B) there is (x) a downgrade to the

corporate credit rating of Holdings or the rating of its unsecured indebtedness by any nationally recognized statistical rating organization or (y) a breach of any of Sections 3.13, 5.14, 6.07 or 6.09 hereof;

provided that notwithstanding anything to the contrary herein, the consummation of a Chapter 11 Transaction shall not constitute a Change of Control.”

2.4 The definition of “Holdings” in Section 1.01 of the Credit Agreement is restated in its entirety to read as follows:

““**Holdings**” shall mean, (i) prior to the Amendment No. 3 Effective Date, Avianca Holdings S.A. and (ii) thereafter Reorganized Holdings.”

2.5 The definition of “Liquidity Event” in Section 1.01 of the Credit Agreement is amended by replacing “\$350,000,000” with “\$400,000,000”.

2.6 The definition of “Interest Payment Date” in Section 1.01 of the Credit Agreement is amended by replacing “one, two or three months” with “one or three months”.

2.7 The definition of “Interest Period” in Section 1.01 of the Credit Agreement is amended by replacing “one, two, three or six months” with “one, three or six months”.

2.8 ~~2.6~~–The definition of “Permitted Holders” in Section 1.01 of the Credit Agreement is restated in its entirety to read as follows:

““**Permitted Holders**” shall mean any of (i) ~~[•]¹, their respective spouses and their respective parents, aunts, uncles, brothers, sisters, nephews, nieces, in laws and other family members (by marriage, adoption or otherwise) and the respective children, grandchildren and spouses of any of the foregoing;~~ (ii) ~~the respective ancestors, descendants, spouses, heirs, legatees and successors of any person described in paragraph (i) above or in this paragraph (ii);~~ (iii) ~~the executor, administrator or other representative of any Person described in paragraph (i) or (ii) above who is deceased, incompetent or incapacitated;~~ (iv) ~~any trust or other entity in which any of the persons described in (i), (ii) or (iii) above has an interest, whether or not fixed or exclusive]²;~~ (v) ~~[•]³;~~ or (vi) ~~any Affiliate of any one or more of the Persons described in (i), (ii), (iii), (iv) or (v) above.”~~**United Airlines, Inc., South Lake One LLC, Kingsland International Group,**

~~¹-NTD: To be completed with holders expected to have 15% or more of Reorganized Holdings’ equity upon exit.~~

~~²-NTD: To be included to the extent there are any individuals that hold 15% or more of Reorganized Holdings’ equity upon exit.~~

~~³-NTD: To be completed with holders expected to have 15% or more of Reorganized Holdings’ equity upon exit.~~

S.A., Elliot Associates, L.P. and Elliott International, L.P. or (ii) any of their respective Affiliates.”

2.9 ~~2.7~~ The definition of “Revolving Facility Maturity Date” in Section 1.01 of the Credit Agreement is amended by replacing “August 31, ~~2022~~2021” with “December 31, 2022”.

2.10 ~~2.8~~ Section 2.11(i) of the Credit Agreement is restated in its entirety to read as follows:

“(i) Within five (5) Business Days of the occurrence of a Liquidity Event, the Borrower shall prepay the Revolving Loan in full, without premium or penalty (but including break funding pursuant to Section 2.14, if any); provided that, such prepayment shall not be required if, within such five (5) Business Day period, the Borrower cures such Liquidity Event by increasing the Liquidity in an amount necessary to comply with Section 6.04 (and such cure is confirmed by delivery to the Administrative Agent of a new Officer’s Certificate setting forth the Liquidity substantially in the form attached hereto as Exhibit O).”

2.11 ~~2.9~~ Section 2.25 of the Credit Agreement is amended as follows:

(a) Section 2.25(a)(vii) is amended by replacing “the first anniversary of the Closing Date” with “the Revolving Facility Maturity Date”; and

(b) Section 2.25(c) of the Credit Agreement is restated in its entirety to read as follows:

“(c) The consent of the Administrative Agent shall be required to effectuate any Extension, such consent not to be unreasonably withheld. No consent of any Lender shall be required to effectuate any Extension, other than the consent of each Lender agreeing to such Extension with respect to one or more of its Revolving Commitments (or a portion thereof) (or, in the case of an Extension pursuant to clause (iv) of Section 2.25(a), the consent of the assignee agreeing to the assignment of one or more Revolving Commitments and/or the Revolving Loan). If a Lender agrees, in its individual and sole discretion, to extend its commitment (an “**Extending Lender**”), it will notify the Administrative Agent, in writing, of its decision to do so no later than twenty (20) days prior to the Revolving Facility Maturity Date and the Administrative Agent will notify the Borrower, in writing, of the Lender’s decision no later than fifteen (15) days prior to the Revolving Facility Maturity Date. The Extending Lenders’ commitments will be extended for an additional one (1) year from the then existing Revolving Facility Maturity Date; provided that more than 50% of the Commitment is extended or otherwise committed to by the Extending Lenders and any new Lenders. Any Lender that declines the Borrower’s request for a commitment extension (a “**Declining Lender**”) and not replaced pursuant to Section 2.25(a)(iv) will have its commitment terminated (and its Loan repaid, with all accrued interest) on the then existing Revolving Facility Maturity Date (without regard to any extensions by other Lenders); provided that, if requested by any Declining Lender, the Borrower shall, within five (5) Business Days of such request, prepay such Declining Lender’s Loan at a prepayment price equal to 100% of the

principal amount thereof, plus accrued and unpaid interest, if any (plus amounts payable under Section 2.14, if any), to the date of prepayment and terminate all of such Lender's unused Revolving Commitment. All Extended Revolving Commitments and all obligations in respect thereof shall be Obligations under this Agreement and the other Loan Documents that are secured by the Collateral on a pari passu basis with all other applicable Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents (each, an "**Extension Amendment**") with the Borrower as may be necessary in order to establish new tranches or sub-tranches in respect of Revolving Commitments so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranches or sub-tranches, in each case on terms consistent with this Section 2.25."

2.12 ~~2.10~~ A new Section 2.26 is inserted immediately following Section 2.25, to read as set forth on Annex 1 hereto.

2.13 ~~2.11~~ Section 3.05(b) of the Credit Agreement is hereby restated in its entirety to read as follows:

"(b) Since the Amendment No. 3 Effective Date, there has been no Material Adverse Change."

2.14 ~~2.12~~ Section 4.02(h) of the Credit Agreement is restated in its entirety to read as follows:

"(h) Liquidity Event. (i) No Liquidity Event shall have occurred and be continuing as of the date of such Advance, and (ii) and the Borrower shall have delivered to the Administrative Agent an Officer's Certificate, substantially in the form attached hereto as Exhibit O, setting forth the Liquidity and evidencing compliance with this Section 4.02(h)."

2.15 ~~2.13~~ Section 5.01(d)(i) of the Credit Agreement is hereby restated in its entirety to read as follows:

"(i) within 30 days after each Report Date, an Officer's Certificate setting forth the Liquidity, substantially in the form attached hereto as Exhibit O; and"

2.16 ~~2.14~~ Section 6.04 of the Credit Agreement is restated in its entirety to read as follows:

"**Section 6.04. Liquidity**. At any time that any portion of the Revolving Loan is outstanding, the Borrower shall not permit Liquidity to fall below ~~400,000,000~~."

2.17 ~~2.15~~ A new Section 6.09 is inserted immediately following Section 6.08, to read as follows:

“Section 6.09. Change of Control.”

(a) Neither the Borrower nor Holdings will consummate any Change of Control or other transaction described in clause (2)(A) of the definition of “Change of Control” (each, a “**Change of Control Transaction**”) unless (i) the Borrower shall have given the Administrative Agent at least ~~30~~ days’ prior written notice of such Change of Control Transaction and (ii) the Lenders shall have received all documentation and other information reasonably requested by the Administrative Agent at least five (5) Business Days prior to the closing date of such Change of Control Transaction and required under applicable “know-your-customer” and anti-money laundering rules and regulations, including the Patriot Act. On the closing date of any Change of Control Transaction, the Borrower shall be deemed to represent and warrant to the Secured Parties that the representations in Section 3.13 are true and correct on and as of such closing date.

(b) Notwithstanding anything to the contrary set forth herein, the parties hereto agree that Avianca Holdings S.A. and certain of its Subsidiaries may, pursuant to the Plan (as defined in Amendment No. 3), conduct a restructuring (the “**Chapter 11 Transaction**”) under which the Borrower may be the direct or indirect subsidiary of one or more new or reorganized entities. In particular, the Chapter 11 Transaction shall provide that Reorganized Holdings will take the place of Avianca Holdings S.A. as the ultimate parent entity of the Borrower and the other entities that, as of the date hereof, conduct the business known in the airline industry as Avianca and, in so doing, will directly or indirectly own all or substantially all of the assets of the Avianca enterprise and the assets of Avianca Holdings S.A. Consequently, following the Chapter 11 Transaction, Reorganized Holdings will assume all of the obligations of Avianca Holdings S.A. hereunder and the other Loan Documents. Following the Chapter 11 Transaction, the Borrower and the Guarantors shall execute such documents and/or take such other actions as may be reasonably requested by the Administrative Agent or any Lender to evidence such assumption and replacement.”

~~2.18~~ 2.16 Exhibit O of the Credit Agreement is hereby replaced in its entirety with the replacement Exhibit O attached as Annex 2 hereto.

Section 3. Waivers. Effective as of the Amendment Effective Date:

3.1 the Lenders hereby waive any and all rights to receive payment of the Accrued Default Interest (as defined below) and further agree that any such Accrued Default Interest shall not be due and payable. For purposes of this section, “**Accrued Default Interest**” means the portion of any unpaid interest that has or may have accrued at the increased interest rate set forth under Section 2.07 of the Credit Agreement prior to (but excluding) the Amendment Effective Date, ~~in an amount~~ that exceeds (a) with respect to interest accruing on the principal amount of the Loan, the rate that otherwise would have been applicable for such Borrowings immediately prior to the occurrence of any event giving rise to an increase in interest rate under Section 2.07 of the Credit Agreement or (b) with respect to any other interest, the rate that otherwise would have been applicable to ABR Advances immediately prior to the occurrence of

any event giving rise to an increase in interest rate under Section 2.07 of the Credit Agreement;
and

3.2 the Lenders hereby waive any Default or Event of Default arising from the Borrower's and Guarantors' commencement and/or prosecution of the Chapter 11 Cases (including any *ipso facto* defaults related to the Chapter 11 Cases).

Section 4. Conditions Precedent. The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

4.1 this Amendment shall have been duly authorized, executed and delivered by the parties to the Credit Agreement and shall be in full force and effect and executed counterparts shall have been delivered to the Administrative Agent and its counsel;

4.2 the Borrower shall have paid to each Agent and the Lenders (a) all interest on the Revolving Loan that is accrued and unpaid as of the Amendment Effective Date (which, for the avoidance of doubt, shall not include any Accrued Default Interest waived under Section 3.1) and (b) all reasonable and documented fees, costs and expenses of the Secured Parties payable pursuant to Section 10.04 of the Credit Agreement or Section 8.5 of this Amendment that have been invoiced at least two (2) days prior to the Amendment Effective Date;

4.3 (a) the "Effective Date" under and as defined in the Plan shall have occurred; (b) since August 10, 2021, there shall have been no amendments or modifications to the Plan that are adverse to the interests of the Secured Parties; ~~and~~ (c) the terms and conditions of the "Confirmation Order" referred to in the Plan shall be substantially consistent with the terms and conditions of the Plan and (d) the Chapter 11 Transaction shall have been consummated as described in Section 6.09(b) of the Credit Agreement (as amended hereby);

4.4 all actions reasonably requested by the Administrative Agent, including all relevant filings and registrations, to ensure the continued validity, perfection and priority of the Collateral Documents in all relevant jurisdictions shall have been taken;⁴

4.5 (a) except as otherwise disclosed in (i) any reports, schedules, forms, statements and other information that has been included or incorporated by reference in the Avianca Holdings S.A.'s annual report on Form 20-F filed with the Securities and Exchange Commission on May 3, 2021 or any periodic reports on Form 6-K furnished to the Securities and Exchange Commission after May 3, 2021 and prior to the date of this Amendment, or (ii) any pleadings, schedules, motions or other documents publicly filed with the Bankruptcy Court in the Chapter 11 Cases prior to the date of this Amendment, all representations and warranties contained in the Credit Agreement (as amended from time to time) and the other Loan Documents (excluding the representations and warranties contained in Sections 3.06 and 3.08(b) of the Credit Agreement) are true and correct in all material respects on and as of the Amendment Effective Date, except (x) to the extent such representations and warranties expressly relate to an earlier date (and in such case, are true and correct as of such date), (y) any reference to December 31, 2017 in Section 3.05 shall be

~~⁴Note to Lenders: Please confirm what actions are currently expected to be taken.~~

deemed to reference December 31, 2020 and (z) for the representation and warranty in Section 3.11 in respect of any Collateral to be executed and/or registered in El Salvador,

and (b) the Administrative Agent shall have received an Officer's Certificate from the Borrower certifying as to the matters set forth in the preceding clause (a);

4.6 the Administrative Agent and the Lenders shall have received written opinions of (a) Colombian counsel to the Borrower and Tampa, (b) United Kingdom counsel to Reorganized Holdings, (c) New York counsel to the Borrower and Guarantors, (d) special FAA counsel and (e) any other applicable local counsel reasonably requested by the Administrative Agent (including local counsel in any jurisdiction where any action is take pursuant to Section 4.4), in each case in form and substance reasonably satisfactory to the Administrative Agent;

4.7 all material governmental and third-party consents and approvals necessary in connection with the transactions contemplated hereby shall have been obtained, in form and substance reasonably satisfactory to the Administrative Agent, and be in full force and effect;⁵
~~and~~

4.8 the Borrower shall be in compliance with the Same Treatment Condition as of the Amendment Effective Date, and the Borrower shall have delivered to the Administrative Agent an Officer's Certificate confirming compliance with this Section 4.8.;

4.9 the Lenders shall have received all documentation and other information reasonably requested by the Administrative Agent and required under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act; and

4.10 immediately after giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.

Section 5. Most Favored Nations Provision. In consideration for the Lenders' agreement to the terms and conditions of this Amendment, each of the Borrower and the Guarantors hereby agrees that (a) as a condition to the effectiveness of the amendments set forth in Section 2, none of the Borrower, the Guarantors or any of their Subsidiaries shall be party to any agreement relating to financing in excess of \$25,000,000 that contains (i) any provision triggering a default or prepayment upon a "change of control" or similar event that is more favorable to the lenders or other financiers providing such financing (such other lenders and/or financiers, the "**Other Financiers**") than the terms of the Credit Agreement relating to any Change of Control Offer or (ii) financial covenants that are (A) of a type not included in the Credit Agreement or (B) more favorable to such Other Financiers (whether in terms of required amount of liquidity, amounts not included (or expressly excluded or deducted) as part of the relevant calculations, the required ratios or the frequency of testing or otherwise) than the terms of the Credit Agreement relating to the applicable financial covenant; and (b) from and after the Amendment Effective Date, if any Other Financiers have "change of control" or similar provisions or financial covenants in their relevant financing or other transaction documents that

~~⁵ Note to Lenders: Please confirm what consents or approvals are currently expected to be obtained.~~

are more favorable to such Other Financiers than the relevant terms of the Credit Agreement (or, in the case of financial covenants, are of a type that are not included in the Credit Agreement), then any such more favorable (or additional, as the case may be) terms shall automatically apply in respect of the relevant terms of the Credit Agreement, with such more favorable (or additional) terms becoming a part of, and amending the terms of, the Credit Agreement as though fully set forth therein. Furthermore, the Borrower shall provide an Officers' Certificate, substantially in the form attached to the Credit Agreement as Exhibit O (as amended pursuant to this Amendment), confirming compliance with this Section 5 both (1) upon the occurrence of the Amendment Effective Date and (2) at the times required by Section 5.01(d)(i) of the Credit Agreement. To the extent required by this Section 5, and upon request by the Administrative Agent or any Lender, the Borrower and the Guarantors shall revise the Credit Agreement to reflect any changed provisions effected under this Section 5.

Section 6. Adequate Protection Stipulation. The parties hereto acknowledge and agree that the *First Stipulation and Order Between the Debtors and Finance Parties Concerning Certain Collateral* [Docket No. 347] among, *inter alios*, the Borrower and the Administrative Agent (the "**Adequate Protection Stipulation**") remains in effect, and the Secured Parties agree that any and all of their rights to adequate protection continue to be satisfied pursuant to the terms of the Adequate Protection Stipulation, notwithstanding their entry into this Amendment but subject to the occurrence of the Amendment Effective Date. The Borrower and the Secured Parties agree that the Adequate Protection Stipulation shall terminate upon and subject to the occurrence of the Amendment Effective Date, and that any claims of the Secured Parties under Section 507(b) of the Bankruptcy Code arising thereunder are satisfied in full by entry into this Amendment.

Section 7. Scope and Effectiveness of Amendment.

7.1 On and after the Amendment Effective Date (i) this Amendment shall become a part of the Credit Agreement, and (ii) each reference in (A) the Credit Agreement to "this Agreement", "hereof" or "hereunder" or words of like import, and (B) any other Loan Document to the "Credit Agreement", shall be a reference to the Credit Agreement as amended or modified hereby.

7.2 Except as expressly amended or modified hereby, the Credit Agreement and each of the other Loan Documents shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto. Without limiting the foregoing, each of the Borrower and the Guarantors (a) hereby ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents (as modified and/or amended by this Amendment) and (b) hereby ratifies and reaffirms all Liens granted by it pursuant to any of the Loan Documents, and confirms that such Liens continue to secure the Obligations, including, without limitation, all additional Obligations resulting from or incurred pursuant to this Amendment; *provided, however*, that upon assumption of Avianca Holdings S.A.'s obligations by Reorganized Holdings on the Amendment Effective Date, the Lenders agree that Avianca Holdings S.A. will cease to be a party to the Credit Agreement and any and all of its obligations thereunder shall be deemed discharged; **provided, further, that on the Amendment Effective Date, the Lenders agree that, in light of Avianca Peru S.A.'s liquidation, Avianca Peru S.A. will cease to be a party to the Credit Agreement and any and all of its obligations**

thereunder shall be deemed discharged. All references in the Loan Documents to the term “Obligations” or “Guaranteed Obligations” shall include all additional Obligations or Guaranteed Obligations, as the case may be, resulting from or incurred pursuant to this Amendment.

7.3 Each party hereto agrees and acknowledges that this Amendment constitutes a Loan Document.

7.4 The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

Section 8. Miscellaneous.

8.1 Notices. Section 10.01 of the Credit Agreement shall apply hereto as if set out in full in this Amendment, *mutatis mutandis*.

8.2 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.3 Captions. Captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Amendment.

8.4 Counterpart Form. This Amendment may be executed by the parties hereto in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8.5 Fees and Expenses. The Borrower agrees to pay or reimburse all reasonable and documented fees, costs and expenses of the Secured Parties incurred in connection with the Chapter 11 Cases and the preparation, execution, delivery and administration of this Amendment and the other documents to be delivered hereunder (including, without limitation, the reasonable fees, costs and expenses of Latham & Watkins LLP, Vedder Price P.C. and any applicable local counsel).

8.6 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Amendment shall be construed in accordance with and governed by the law of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Amendment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard

and determined in such New York State court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall, to the extent permitted by law, be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Amendment in any court referred to in Section 8.6(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Amendment irrevocably consents to service of process in the manner provided for notices in Section 8.1. Nothing in this Amendment will affect the right of any party to this Amendment to serve process in any other manner permitted by law.

8.7 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.7.

8.8 Direction. By their execution below, the Lenders hereby direct the Administrative Agent to execute and deliver this Amendment.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first written.

**AEROVIAS DEL CONTINENTE
AMERICANO S.A. AVIANCA,** as
Borrower

By: _____
Name:
Title:

**AVIANCA GROUP
INTERNATIONAL LIMITED,** as a
Guarantor

By: _____
Name:
Title:

TAMPA CARGO S.A.S., as a Guarantor

By: _____
Name:
Title:

AVIANCA ECUADOR S.A., as a
Guarantor

By: _____
Name:
Title:

[Signature Page to Amendment No. 3 to Credit and Guaranty Agreement]

TACA INTERNATIONAL AIRLINES
S.A., as a Guarantor

By:

Name:

Title:

AVIATECA S.A., as a Guarantor

By:

Name:

Title:

ISLEÑA DE INVERSIONES, S.A. de
C.V., as a Guarantor

By:

Name:

Title:

TECHNICAL AND TRAINING
SERVICES, S.A. de C.V., as a Guarantor

By:

Name:

Title:

REGIONAL EXPRESS AMÉRICAS
S.A.S., as a Guarantor

By:

Name:

Title:

[Signature Page to Amendment No. 3 to Credit and Guaranty Agreement]

AVIANCA COSTA RICA S.A., as a
Guarantor

By:

Name:

Title:

[Signature Page to Amendment No. 3 to Credit and Guaranty Agreement]

CITIBANK, N.A., as Collateral Agent,
Administrative Agent and as a Lender

By: _____
Name:
Title:

[Signature Page to Amendment No. 3 to Credit and Guaranty Agreement]

JPMORGAN CHASE BANK, N.A., as a
Lender

By: _____
Name:
Title:

[Signature Page to Amendment No. 3 to Credit and Guaranty Agreement]

GOLDMAN SACHS BANK USA, as a
Lender

By: _____
Name:
Title:

[Signature Page to Amendment No. 3 to Credit and Guaranty Agreement]

**MORGAN STANLEY SENIOR
FUNDING, INC., as a Lender**

By: _____
Name:
Title:

[Signature Page to Amendment No. 3 to Credit and Guaranty Agreement]

ANNEX 1

NEW SECTION 2.26 TO CREDIT AGREEMENT

[Attached.]

Section 2.26 Benchmark Replacement.

Notwithstanding anything to the contrary herein or in any other Loan Document:

(a) Replacing USD LIBOR. On March 5, 2021 the Financial Conduct Authority (“FCA”), the regulatory supervisor of USD LIBOR’s administrator (“IBA”), announced in a public statement the future cessation or loss of representativeness of overnight/Spot Next, 1-month, 3-month, 6-month and 12- month USD LIBOR tenor settings. On the earlier of (i) the date that all Available Tenors of USD LIBOR have either permanently or indefinitely ceased to be provided by IBA or have been announced by the FCA pursuant to public statement or publication of information to be no longer representative and (ii) the Early Opt-in Effective Date, if the then-current Benchmark is USD LIBOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(b) Replacing Future Benchmarks. Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrower may revoke any request for a borrowing of, conversion to or continuation of Advances to be made, converted or continued that would bear interest by reference to such Benchmark until the Borrower’s receipt of notice from the Administrative Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Advances. During the period referenced in the foregoing sentence, the component of ABR based upon the Benchmark will not be used in any determination of ABR.

(c) Benchmark Replacement Conforming Changes. In connection with the implementation and administration of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to

this Agreement.

(d) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes. For the avoidance of doubt, any notice required to be delivered by the Administrative Agent as set forth in this Section 2.26 may be provided, at the option of the Administrative Agent (in its sole discretion), in one or more notices and may be delivered together with, or as part of any amendment which implements any Benchmark Replacement or Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 2.26.

(e) Unavailability of Tenor of Benchmark. At any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or USD LIBOR), then the Administrative Agent may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (ii) the Administrative Agent may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.

(f) Disclaimer. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to (i) the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of "LIBO Rate" or with respect to any alternative or successor rate thereto, or replacement rate thereof (including, without limitation any Benchmark Replacement implemented hereunder), (ii) the composition or characteristics of any Benchmark Replacement, including whether it is similar to, or produces the same value or economic equivalence to USD LIBOR (or any other Benchmark) or have the same volume or liquidity as did USD LIBOR (or any other Benchmark), (iii) any actions or use of its discretion or other decisions or determinations made with respect to any matters covered by this Section 2.26 including, without limitation, whether or not a Benchmark Transition Event has occurred, the removal or lack thereof of unavailable or non-representative tenors, the implementation or lack thereof of any Benchmark Replacement Conforming Changes, the delivery or non-delivery of any notices required by clause (d) above or otherwise in accordance herewith, and (iv) the effect of any of the foregoing provisions of this Section 2.26.

(g) Certain Defined Terms.

As used in this Section 2.26:

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

“Benchmark” means, initially, USD LIBOR; provided that if a replacement of the Benchmark has occurred pursuant to this Section 2.26, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to “Benchmark” shall include, as applicable, the published component used in the calculation thereof.

“Benchmark Replacement” means, for any Available Tenor:

(1) For purposes of clause (a) of this Section, the first alternative set forth below that can be determined by the Administrative Agent:

(a) the sum of: (i) Term SOFR and (ii) 0.11448% (11.448 basis points) for an Available Tenor of one-month’s duration, 0.26161% (26.161 basis points) for an Available Tenor of three-months’ duration, 0.42826% (42.826 basis points) for an Available Tenor of six-months’ duration; provided, that if any Available Tenor of USD LIBOR does not correspond to an Available Tenor of Term SOFR, the Benchmark Replacement for such Available Tenor of USD LIBOR shall be the closest corresponding Available Tenor (based on tenor) for Term SOFR and if such Available Tenor of USD LIBOR corresponds equally to two Available Tenors of Term SOFR, the corresponding tenor of Term SOFR with the shorter duration shall be applied, or

(b) the sum of: (i) Daily Simple SOFR and (ii) the spread adjustment selected or recommended by the Relevant Governmental Body for the replacement of the tenor of USD LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in clause (a) of this Section (which spread adjustment, for the avoidance of doubt, shall be 0.11448% (11.448 basis points)); and

(2) For purposes of clause (b) of this Section, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Borrower as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated credit facilities at such time;

provided that, if the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “ABR,” the definition of “Business Day,” the definition of “Interest

Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, the formula for calculating any successor rates identified pursuant to the definition of “Benchmark Replacement” (including whether such formula shall be cumulative or non-cumulative), the formula, methodology or convention for applying the successor Floor to the successor Benchmark Replacement and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Transition Event” means, with respect to any then-current Benchmark other than USD LIBOR, the occurrence of one or more of the following events: a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

“Daily Simple SOFR” means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

“Early Opt-in Effective Date” means, with respect to any Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in

Election from Lenders comprising the Required Lenders.

“Early Opt-in Election” means the occurrence of the following:

(1) a notification by the Administrative Agent to (or the request by the Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding U.S. dollar-denominated syndicated credit facilities in the U.S. syndicated loan market at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(2) the joint election by the Administrative Agent and the Borrower to trigger a fallback from USD LIBOR and the provision by the Administrative Agent of written notice of such election to the Lenders.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to USD LIBOR.

“Relevant Governmental Body” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

“SOFR” means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org> (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

“Term SOFR” means, for the applicable corresponding tenor, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“USD LIBOR” means the London interbank offered rate for U.S. dollars.

ANNEX 2

REPLACEMENT EXHIBIT O TO CREDIT AGREEMENT

[Attached.]

[Annex 2 - Page 1]

EXHIBIT O

FORM OF SECTION 6.04 COMPLIANCE CERTIFICATE

FOR THE PERIOD ENDING _____

To: Citibank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit and Guaranty Agreement dated as of August 31, 2018 among, *inter alios*, Aerovias del Continente Americano S.A. Avianca (the “**Borrower**”), the Lenders from time to time party thereto and Citibank, N.A., as Administrative Agent and as Collateral Agent (as amended, restated extended, supplemented or otherwise modified in writing form time to time, the “**Agreement**”; the terms defined therein being used herein as therein defined).

The undersigned Officer hereby certifies as of the date hereof that (i) he is the [_____] of the Borrower, and that, as such, he is authorized to execute and deliver this Compliance Certificate to the Collateral Agent on the behalf of Borrower, (ii) Schedule 1 hereto is a correct calculation of the financial covenant contained in Section 6.04 of the Agreement, (iii) the Liquidity has been equal to or greater than \$400,000,000 at all times since the date of the last Section 6.04 Compliance Certificate delivered under Section 5.01(d)(i) of the Credit Agreement and (iv) as at the date hereof, no Other Financiers (as defined in Amendment No. 3) have financial covenants in their relevant financing or other transaction documents that are (a) of a type not included in the Agreement or (b) more favorable to such Other Financiers than the terms of the Credit Agreement relating to the applicable financial covenant (whether in terms of required amount of liquidity, amounts not included (or expressly excluded or deducted) as part of the relevant calculations, the required ratios, the frequency of testing or otherwise).

IN WITNESS WHEREOF, the undersigned has executed this Section 6.04 Compliance Certificate as of _____.

**AEROVIAS DEL CONTINENTE
AMERICANO S.A. AVIANCA**

By: _____
Name:
Title:

**Schedule 1 to Section 6.04
Compliance Certificate**

Liquidity

Liquidity	Period Ending xx/xx/xx (US\$)
(i) all unrestricted cash and Cash Equivalents of the Borrower and the Guarantors	\$--
(ii) the aggregate principal amount committed and available to be drawn by the Borrower and the Guarantors (taking into account all borrowing base limitations, collateral coverage requirements and other restrictions on borrowing) under all revolving credit facilities (including the Agreement) of the Borrower and the Guarantors	\$--
(iii) the scheduled net proceeds (after giving effect to any expected repayment of existing indebtedness using such proceeds) of any offering of “securities” (as defined under the Securities Act of 1933, as amended (the “ Securities Act ”)) in (a) a public offering registered under the Securities Act, or (b) an offering not required to be registered under the Securities Act (including, without limitation, a private placement under Section 4(a)(2) of the Securities Act, an exempt offering pursuant to Rule 144A and/or Regulation S of the Securities Act and an offering of exempt securities) of the Borrower or any Guarantor that has priced but has not yet closed (until the earliest of the closing thereof, the termination thereof without closing or the date that falls five (5) Business Days after the initial scheduled closing date thereof)	\$--
Total Liquidity	\$--
Minimum Liquidity	\$400,000,000

Exhibit J to Notice of Filing of Plan Supplement

Form of Exit Facility Indentures

AVIANCA MIDCO 2 LIMITED,
as Issuer,

AVIANCA GROUP INTERNATIONAL LIMITED,
as Ultimate Parent and a Parent Guarantor,

the other GUARANTORS party hereto,

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Trustee, Registrar, Transfer Agent and Principal Paying Agent

and

GLAS AMERICAS LLC,
as Collateral Trustee

INDENTURE

Dated as of December 1, 2021

9.000% Tranche A-[●] Senior Secured Notes Due 2028

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INDENTURE, dated as of December 1, 2021, among Avianca MidCo 2 Limited, a private limited company incorporated and existing under the laws of England and Wales (the “**Company**” or the “**Issuer**”), Avianca Group International Limited, a private limited company incorporated and existing under the laws of England and Wales (the “**Ultimate Parent**”), the other GUARANTORS party hereto, WILMINGTON SAVINGS FUND SOCIETY, FSB, as trustee (the “**Trustee**”), Registrar, Transfer Agent and Principal Paying Agent, and GLAS AMERICAS LLC, as Collateral Trustee.

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders (as defined below) of the Company’s 9.000% Tranche A-[●] Senior Secured Notes due 2028 (the “**Tranche A-[●] Exit Notes**”) issued pursuant to this Indenture, as follows:

ARTICLE 1
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01 *Definitions.*

“**Acquired Indebtedness**” means Indebtedness of a Person or any of its subsidiaries existing at the time such Person becomes a Restricted Subsidiary of the Ultimate Parent or at the time it merges or consolidates with a Parent Guarantor, the Company or any of the Restricted Subsidiaries or is assumed in connection with the acquisition of assets from such Person. Acquired Indebtedness will be deemed to have been incurred at the time such Person becomes a Restricted Subsidiary or at the time it merges or consolidates with a Parent Guarantor, the Company or a Restricted Subsidiary or at the time such Indebtedness is assumed in connection with the acquisition of assets from such Person.

“**Additional Amounts**” has the meaning specified in Section 4.05.

“**Additional Secured Debt Facility**” has the meaning specified in the Collateral Trust Agreement.

“**Additional Tranche A-[●] Exit Notes**” means any Tranche A-[●] Exit Notes issued under this Indenture in addition to the Initial Tranche A-[●] Exit Notes, having the same terms in all respects as the Initial Tranche A-[●] Exit Notes except for the issue date, issue price and, if applicable, the first interest payment date and the initial interest accrual date.

“**Affiliate**” means, with respect to any Person, any other Person that is in control of, is controlled by or is under common control with such Person. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“**Affiliate Cash Consideration Cap**” means, at the election of the Issuer:

- (i) an amount equal to 110% of the applicable Seller’s Cost; or
- (ii) an amount within a range of values in connection with the applicable Investment to be determined by an Approved Appraisal Firm engaged at the expense of the Issuer or any other Guarantor.

“**Affiliate Transaction**” has the meaning specified in Section 4.09.

“**Agents**” means each of the Registrar, the Transfer Agent, the Paying Agents, and the Collateral Trustee, individually, an “**Agent**.”

“**Aircraft Indebtedness**” means any (i) Indebtedness incurred to finance the acquisition or operation of aircraft, spare parts or engines, secured by aircraft, spare parts or engines the acquisition or operation of which are so financed, (ii) any asset-based Indebtedness on terms that are customary in the aviation industry secured by aircraft, spare parts or engines, and (iii) pre-delivery payment financing.

“**Airport Authority**” shall mean any city or any public or private board or other body or organization chartered or otherwise established for the purpose of administering, operating or managing airports or related facilities, which in each case is an owner, administrator, operator or manager of one or more airports or related facilities.

“**Applicable Procedures**” means the applicable procedures of DTC, Euroclear and Clearstream, in each case to the extent applicable.

“**Approved Appraisal Firm**” means any of the firms or institutions listed on Schedule I.

“**Asset Acquisition**” means:

(i) an Investment by a Parent Guarantor, the Company or any Restricted Subsidiary in any other Person pursuant to which such Person will become a Restricted Subsidiary, or will be merged with or into a Parent Guarantor, the Company or any Restricted Subsidiary;

(ii) the acquisition by a Parent Guarantor, the Company or any Restricted Subsidiary of the assets of any Person (other than a Subsidiary of the Ultimate Parent) which constitute all or substantially all of the assets of such Person or comprises any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business; or

(iii) any Revocation with respect to an Unrestricted Subsidiary.

“**Asset Sale**” means (i) the sale, conveyance, transfer or other disposition (including by way of merger or consolidation), whether in a single transaction or a series of related transactions, of property or assets of a Parent Guarantor (other than the sale of Capital Stock of the Ultimate Parent), the Company or any of the Restricted Subsidiaries (each referred to in this definition as a “disposition”), or (ii) the issuance or sale of Capital Stock of a Parent Guarantor (other than the issuance of Capital Stock of the Ultimate Parent), the Company or any of the Restricted Subsidiaries (whether in a single transaction or a series of related transactions and other than Disqualified Capital Stock or Preferred Stock of Restricted Subsidiaries issued in compliance with Section 4.08 or the issuance of directors’ qualifying shares and shares issued to foreign nationals as required by applicable law), in each case, other than:

(A) a disposition of Cash Equivalents or obsolete, damaged, unnecessary, unsuitable or worn out property, equipment or other assets in the ordinary course of

business and dispositions of inventory, goods or other assets in the ordinary course of business or no longer useful in the ordinary course of the Parent Guarantors', the Company's or the Restricted Subsidiaries' business;

(B) the disposition of all or substantially all of the assets of the Ultimate Parent in a manner permitted pursuant to Article 5 or any disposition that constitutes a Change of Control;

(C) the making of any Restricted Payment or Permitted Investment that is permitted to be made, and is made, pursuant to Section 4.19 or the granting of a Lien permitted by Section 4.21;

(D) any disposition of assets in any transaction or series of related transactions with an aggregate Fair Market Value of less than U.S.\$10,000,000 in the aggregate per calendar year;

(E) any disposition of property or assets, issuance or sale of securities by a Restricted Subsidiary (including Capital Stock of such Restricted Subsidiary) to the Company or by the Company or a Restricted Subsidiary to another Restricted Subsidiary, including, for the avoidance of doubt, in connection with the unwinding, dissolution or liquidation of any wholly owned Subsidiary of the Company in connection with any measures adopted by the Company in order to simplify its corporate structure (as determined in good faith by management of the Company);

(F) the lease, assignment, sublease, license or sublicense of any real or personal property in the ordinary course of business or that do not materially interfere with the business of the Parent Guarantors, the Company and the Restricted Subsidiaries as then in effect;

(G) any issuance, sale or other disposition of Capital Stock of an Unrestricted Subsidiary;

(H) disposition of an account receivable in connection with the collection or compromise thereof;

(I) (i) foreclosures, condemnation, expropriation, forced dispositions, eminent domain or any similar action (whether by deed of condemnation or otherwise) with respect to assets, and (ii) transfers of any property that have been subject to a casualty to the respective insurer of such property as part of an insurance settlement or upon receipt of the net proceeds of such casualty event;

(J) the sale, lease, assignment, license, sublicense or sublease of inventory, equipment, accounts receivable, notes receivable or other current assets, in each case, held for sale in the ordinary course of business;

(K) the licensing, sublicensing or cross-licensing of intellectual property in the ordinary course of business (including between Restricted Subsidiaries) and which does

not materially interfere with the business of the Parent Guarantors, the Company and the Restricted Subsidiaries as then in effect;

(L) the surrender or waiver of obligations of trade creditors or customers or other contract rights that were incurred in the ordinary course of business of the Parent Guarantors, the Company or any Restricted Subsidiary, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or compromise, settlement, release or surrender of a contract, tort or other litigation claim, arbitration or other disputes;

(M) dispositions of Investments (including Capital Stock) in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements or rights of first refusal between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(N) dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) an amount equal to the net proceeds of such disposition are promptly applied to the purchase price of such replacement property;

(O) any financing transaction with respect to property built or acquired by the Parent Guarantors, the Company or any Restricted Subsidiary after the Issue Date, including Sale and Leaseback Transactions, in each case, permitted under this Indenture;

(P) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or other litigation claims in the ordinary course of business;

(Q) the unwinding or voluntary termination of any Hedging Obligations;

(R) (i) any issuance, sale or other disposition of Capital Stock (other than Preferred Stock or Disqualified Capital Stock) of the Ultimate Parent pursuant to any bona fide management incentive plan, or (ii) subject to the terms and conditions of the Share Pledge Agreements, any issuance, sale or other disposition of Capital Stock (other than Preferred Stock or Disqualified Capital Stock) of the Company or a Restricted Subsidiary in an amount not to exceed \$10,000,000 at any time pursuant to any bona fide management incentive plan; and

(S) the SAI Disposition or any disposition pursuant to the Reorganization Plan.

In the event that a transaction (or any portion thereof) meets the criteria of a permitted Asset Sale and would also be a permitted Restricted Payment or Permitted Investment, the Ultimate Parent or the Company, in their sole discretion, will be entitled to divide and classify such transaction (or a portion thereof) as an Asset Sale and/or one or more of the types of permitted Restricted Payments or Permitted Investments.

“**Authenticating Agent**” has the meaning specified in Section 2.02.

“**Authorized Denomination**” has the meaning specified in Section 2.02.

“Banco de Bogota Credit Card Receivables Facility” means that certain Credit and Guaranty Agreement, dated June 16, 2015, executed by and among Taca International Airlines S.A., as borrower, Avianca Holdings S.A., as guarantor, BAC International Bank, Inc., Banco de Bogotá and Banco de Occidente, S.A., as lenders, and Fiduciaria Bogotá S.A., as Administrative Agent, and Banco de Bogotá S.A., New York Agency as Sole Lead Arranger and Bookrunner (as amended, restated, supplemented or otherwise modified from time to time).

“Bankruptcy Law” means Title 11, U.S. Code or any similar federal, state or foreign law for the relief of debtors.

“Business Day” means any day other than a Saturday, a Sunday or a legal holiday in the United Kingdom, Colombia or the United States or a day on which banking institutions or trust companies are authorized or obligated by law to close in the United Kingdom, Colombia, the State of Delaware or The City of New York.

“Capital Markets Offering” means any offering of “securities” (as defined under the Securities Act) in (a) a public offering registered under the Securities Act, or (b) an offering not required to be registered under the Securities Act (including, without limitation, a private placement under Section 4(a)(2) of the Securities Act, an exempt offering pursuant to Rule 144A and/or Regulation S of the Securities Act and an offering of exempt securities).

“Capital Stock” means, with respect to any Person, any and all shares of stock, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated, whether voting or non-voting) such Person’s equity, including any Preferred Stock, but excluding any debt securities convertible into or exchangeable for such equity.

“Cash Equivalents” means:

(i) U.S. dollars, or money in the local currency of any country in which the Parent Guarantors, the Company or any of the Restricted Subsidiaries operates;

(ii) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition thereof;

(iii) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof or any country recognized by the United States of America maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the three highest ratings obtainable from either S&P or Moody’s or any successor thereto;

(iv) commercial paper outstanding at any time, maturing not more than one year after the date of acquisition, issued by any Person (other than an Affiliate of the Ultimate Parent) that is organized under the laws of the United States of America, any state thereof or any Latin American country recognized by the United States and rated P-1 or better from Moody’s or A-1 or better from S&P or, with respect to Persons organized outside of the United States, a local market credit rating at least “BBB-” (or the then equivalent grade) by S&P and the equivalent

rating by Moody's and in each case with maturities of not more than 360 days from the date of acquisition thereof;

(v) demand deposits, certificates of deposit, overnight deposits and time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any commercial bank that is organized under the laws of the United States of America, any state thereof or any foreign country recognized by the United States and at the time of acquisition thereof has capital and surplus in excess of U.S.\$500,000,000 (or the foreign currency equivalent thereof) and a rating of P-1 or better from Moody's or A-1 or better from S&P or, with respect to a commercial bank organized outside of the United States, a local market credit rating of at least "BBB-" (or the then equivalent grade) by S&P and the equivalent rating by Moody's, or with government owned financial institution that is organized under the laws of any of the countries in which the Parent Guarantors, the Company or the Restricted Subsidiaries conduct business;

(vi) insured demand deposits made in the ordinary course of business and consistent with the Parent Guarantors', the Company's or their Subsidiaries' customary cash management policy in any domestic office of any commercial bank organized under the laws of the United States of America or any state thereof;

(vii) repurchase obligations with a term of not more than 360 days for underlying securities of the types described in clauses (ii), (iii) and (iv) above entered into with any financial institution meeting the qualifications specified in clause (v) above;

(viii) substantially similar investments denominated in the currency of any jurisdiction in which the Parent Guarantors, the Company or any of the Restricted Subsidiaries conducts business of issuers whose country's credit rating is at least "BBB-" (or the then equivalent grade) by S&P and the equivalent rating by Moody's;

(ix) any other securities or pools of securities that are classified under IFRS as cash equivalents or short-term investments on a balance sheet as of such date; and

(x) investments in money market funds which invest at least 95% of their assets in securities of the types described in clauses (i) through (ix) above.

"Certificated Note" has the meaning specified in Section 2.06.

"Change of Control" means:

(i) the direct or indirect sale or transfer (other than by way of merger or consolidation) of all or substantially all the assets of the Ultimate Parent or the Issuer to another Person (in each case, unless such other Person is a Permitted Holder);

(ii) the consummation of any transaction (including, without limitation, by merger, consolidation, acquisition or any other means) as a result of which any "person" or "group" (as such terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act), other than Permitted Holders, is or becomes the "beneficial owner" (as such term is used in Rules 13d-3 under

the Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Ultimate Parent; or

(iii) Ultimate Parent shall cease to hold, directly or indirectly, 100% of the Voting Stock of the Issuer.

“**Clearstream**” means Clearstream Banking, *société anonyme*, Luxembourg.

“**Collateral**” means, collectively, all assets subject or purported to be subject to any Lien pursuant to the Collateral Documents.

“**Collateral Trustee**” has the meaning specified in the preamble of this Indenture.

“**Collateral Document Order**” has the meaning specified in Section 12.07(r).

“**Collateral Documents**” means the security agreements, share pledges agreements (collectively, “**Share Pledge Agreements**”), debentures, collateral assignments, mortgages, deeds of trust, intellectual property assignments, intellectual property pledges, Collateral Trust Agreements and/or other instruments evidencing or creating a security interest in favor of the Collateral Trustee for its benefit and the benefit of the Secured Parties, in all or any portion of the Collateral (including Collateral pursuant to Section 4.11), as amended, extended, renewed, restated, refunded, replaced, refinanced, supplemented, modified or otherwise changed from time to time, including, without limitation, each Collateral Document listed on Schedule II hereto.

“**Collateral Trust Agreement**” means that certain Collateral Trust Agreement, dated as of December 1, 2021, by and among the Issuer, the Grantors party thereto, WILMINGTON SAVINGS FUND SOCIETY, FSB, as A-1 Senior Secured Notes Indenture Trustee and A-2 Senior Secured Notes Indenture Trustee, the Collateral Trustee for the Secured Parties and each Additional Parity Lien Representative party thereto from time to time.

“**Company Order**” means a written order signed in the name of the Company by an Officer.

“**Consolidated EBITDAR**” shall mean, with respect to any specified Person for any period, the Consolidated Net Income of such Person and its Restricted Subsidiaries for such period plus or minus, as applicable, and without duplication:

(i) an amount equal to any extraordinary loss (to the extent not covered by business interruption insurance to the extent added pursuant to clause (ix) below) plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with any Disposition of assets outside of the ordinary course of business, to the extent such losses were deducted in computing such Consolidated Net Income; plus

(ii) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; plus

(iii) the Fixed Charges of such Person and its Restricted Subsidiaries, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; plus

(iv) any non-cash foreign currency translation losses (including losses related to currency remeasurements of Indebtedness) of such Person and its Restricted Subsidiaries for such period, to the extent that such losses were deducted in computing such Consolidated Net Income; plus

(v) depreciation, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash charges and expenses (excluding any such non-cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) of such Person and its Restricted Subsidiaries to the extent that such depreciation, amortization and other non-cash charges or expenses were deducted in computing such Consolidated Net Income; plus

(vi) the amortization of debt discount to the extent that such amortization was deducted in computing such Consolidated Net Income; plus

(vii) deductions for grants to any employee of such Person or its Restricted Subsidiaries of any Capital Stock during such period to the extent deducted in computing such Consolidated Net Income; plus

(viii) any non-cash mark-to-market accounting losses arising under fuel hedging arrangements, to the extent deducted in computing such Consolidated Net Income; plus

(ix) proceeds from business interruption insurance for such period, to the extent not already included in computing such Consolidated Net Income; plus

(x) any expenses and charges that are covered by indemnification or reimbursement provisions in connection with any permitted acquisition, merger, disposition, incurrance of Indebtedness, issuance of Capital Stock or any investment to the extent (a) actually indemnified or reimbursed and (b) deducted in computing such Consolidated Net Income; minus

(xi) an amount equal to any extraordinary gains and any net gains realized by such Person or any of its Restricted Subsidiaries in connection with any Disposition of assets outside of the ordinary course of business to the extent such gains increased such Consolidated Net Income; minus

(xii) non-cash items, other than the accrual of revenue in the ordinary course of business, to the extent such amount increased such Consolidated Net Income; minus

(xiii) the sum of (A) income tax credits and (B) interest income included in computing such Consolidated Net Income; minus

(xiv) non-cash foreign currency translation gains (including gains related to currency remeasurements of Indebtedness) of such Person and its Restricted Subsidiaries, to the extent such gains were included in computing such Consolidated Net Income; minus

(xv) any non-cash mark-to-market accounting gains arising under fuel hedging arrangements, to the extent such gains were included in computing such Consolidated Net Income;

in each case, determined on a consolidated basis in accordance with IFRS, provided that, if any Restricted Subsidiary is not a wholly-owned Restricted Subsidiary, Consolidated EBITDAR shall be reduced (to the extent not otherwise reduced in accordance with IFRS as in effect on the Issue Date or the definition of Consolidated Net Income) by an amount equal to (A) the amount of the Consolidated Net Income attributable to such Restricted Subsidiary multiplied by (B) the percentage ownership interest in the income of such Restricted Subsidiary not owned on the last day of such period by the Ultimate Parent, the Issuer or any of the Restricted Subsidiaries.

Subject to any pro forma adjustments made pursuant to Section 4.08(a), Consolidated EBITDAR of the Ultimate Parent (on a pro forma basis as if the Ultimate Parent owned Avianca Holdings S.A.'s Subsidiaries as of such date) shall be deemed to be (i) for the fiscal quarter ended September 30, 2020: \$(34,678.0) thousand, (ii) for the fiscal quarter ended March 31, 2021: \$(55,331.4) thousand, (iii) for the fiscal quarter ended June 30, 2021: \$(3,631.5) thousand and (iv) for the fiscal quarter ended September 30, 2021: \$59,773.2 thousand.

“**Consolidated Net Income**” means, with respect to any specified Person for any period, the aggregate of the net income (or loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis (excluding the net income (or loss) of any Unrestricted Subsidiary of such Person), determined in accordance with IFRS and without any reduction in respect of Preferred Stock dividends; *provided* that:

(i) all net after tax extraordinary, non-recurring or unusual gains or losses and all gains or losses realized in connection with any Disposition of assets outside of the ordinary course of business the early extinguishment of Indebtedness of such Person, together with any related provision for taxes on any such gain, will be excluded;

(ii) the net income (but not loss) of any Person that is not the specified Person or a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included for such period only to the extent of the amount of dividends or similar distributions paid in cash to the specified Person or a Restricted Subsidiary of the specified Person;

(iii) the net income (but not loss) of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(iv) the cumulative effect of a change in accounting principles on such Person will be excluded;

(v) the effect of non-cash gains and losses of such Person resulting from Hedging Obligations, including that attributable to movement in the mark-to-market valuation of Hedging Obligations, will be excluded;

(vi) any non-cash compensation expense recorded from grants by such Person of stock appreciation or similar rights, stock options or other rights to officers, directors or employees, will be excluded;

(vii) the effect on such Person of any non-cash items resulting from any amortization, write-up, write-down or write-off of assets (including intangible assets, goodwill and deferred financing costs) in connection with any acquisition, disposition, merger, consolidation or similar transaction or any other non-cash impairment charges incurred subsequent to the Issue Date, will be excluded; and

(viii) any provision for income tax reflected on such Person's financial statements for such period will be excluded to the extent such provision exceeds the actual amount of taxes paid in cash during such period by such Person and its consolidated Subsidiaries.

Subject to any pro forma adjustments made pursuant to Section 4.08(a), Consolidated Net Income of the Ultimate Parent (on a pro forma basis as if the Ultimate Parent owned Avianca Holdings S.A.'s Subsidiaries as of such date) shall be deemed to be (i) for the fiscal quarter ended September 30, 2020: \$(283,529.0) thousand, (ii) for the fiscal quarter ended March 31, 2021: \$(311,680.0) thousand, (iii) for the fiscal quarter ended June 30, 2021: \$(341,765.0) thousand and (iv) for the fiscal quarter ended September 30, 2021: \$(358,917.0) thousand.

“Corporate Trust Office” means the office of the Trustee or the Collateral Trustee at which at any particular time its corporate trust business shall be principally administered (which office, in the case of the Trustee, as of the date of this Indenture is located, solely for purposes of transfer, surrender, exchange or presentation for final payment, at: 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801, Attn: Corporate Trust – Raye Goldsborough – Avianca Midco 2) (and which office as of the date of this Indenture is located, for purposes of the Collateral Trustee, at: GLAS Americas LLC, 3 Second Street, Suite 206, Jersey City, NJ 07311, Fax: 212-202-6246).

“covenant defeasance option” has the meaning specified in Section 8.01.

“Currency” means miles, points and/or other units that are a medium of exchange constituting a convertible, virtual and private currency that is tradable property and that can be sold or issued to Persons.

“Custodian” means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

“Default” means any event that is, or after notice or passage of time or both would be, an Event of Default.

“defeasance trust” has the meaning specified in Section 8.02.

“Depositary” means DTC or any successor depositary for the Tranche A-[●] Exit Notes.

“Designation” and **“Designation Amount”** have the respective meanings assigned to them in Section 4.20(a).

“Disqualified Capital Stock” means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the holder thereof.

“DTC” means The Depository Trust Company.

“ECA” means export credit agency.

“Engine Loan Facility” means that certain Facility Agreement, dated March 13, 2015, by and among (i) Bank of Utah, not in its individual capacity, except as expressly provided herein, but solely as owner trustee under the Trust Agreement, as Borrower, (ii) Avianca Holdings S.A., as Owner Participant, (iii) Avianca Holdings S.A., Aerovías del Continente Americano S.A. Avianca, and Taca International Airlines, S.A., as Guarantors, (iv) Credit Agricole Corporate and Investment Bank, as Lenders, (v) Credit Agricole Corporate and Investment Bank, as Administrative Agent, and (vi) Wells Fargo Bank Northwest, N.A., as Security Trustee.

“Equity Consideration” means any consideration paid in the form of, or from the cash proceeds of any issuance of, Capital Stock or Preferred Equity (other than Disqualified Capital Stock), or any option, warrant or other right to acquire Capital Stock or Preferred Equity (other than Disqualified Capital Stock) of the Ultimate Parent (other than any Capital Stock or any option, warrant or other right to acquire Capital Stock issued in connection with the Plan of Reorganization).

“Equity Offering” means a private or public offering for cash by the Ultimate Parent or any Parent Entity, as applicable, of its Capital Stock (in the case of any Parent Entity, to the extent such cash proceeds are contributed to the Ultimate Parent), other than (x) an issuance to any Subsidiary of the Ultimate Parent, (y) any offering of Capital Stock issued in connection with a transaction that constitutes a Change of Control or (z) any offering of Disqualified Capital Stock.

“Euroclear” means Euroclear Bank S.A./N.V.

“Event of Default” has the meaning specified in Section 6.01.

“Excluded Accounts” shall mean (a) all accounts used exclusively for escrow, fiduciary, trust or tax withholding purposes funded in the ordinary course of business or required by applicable law, (b) accounts used only for payroll obligations, (c) all accounts holding cash securing obligations in respect of certain returned aircraft, (d) to the extent deemed property of a Parent Guarantor, the Issuer or any Restricted Subsidiary, accounts referenced in the Cash Management Agreement, dated as of December 12, 2017, by and among Aerovías del Continente Americano S.A. Avianca, as seller and servicer, USAVflow Limited, as purchaser and Citibank N.A, as administrative agent and collateral agent and any funds in all such accounts and (e) to the extent deemed property of a Parent Guarantor, the Issuer or any Restricted Subsidiary, accounts referenced in that certain Assignment and Security Agreement, dated as of June 16, 2015, among Taca International Airlines, S.A., as Pledgor, Fiduciaria Bogotá S.A., as Collateral Trustee, and Banco de Bogotá S.A., New York Agency, as Bank, and any funds in all such accounts.

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended.

“**Excluded Assets**” shall mean (a) any particular assets, if the pledge thereof or security interest therein is (x) prohibited by applicable law (including rules and regulations of any Governmental Authority) or (y) prohibited or restricted by the contract, lease, license or other agreement governing such asset with a counterparty that is not a Parent Guarantor, the Issuer, a Restricted Subsidiary or an Affiliate thereof and that exists as of the Issue Date in each case of clause (x) and (y), except to the extent any such prohibition or restriction would be rendered ineffective or the enforcement thereof would be stayed under applicable provisions of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including Bankruptcy Law) or principles of equity, (b) any rights and benefits of a Parent Guarantor, the Issuer or any Restricted Subsidiary under any credit card processing agreements relating to Specified Sales (as such term is defined in that certain Contract Rights and Receivables Sale, Purchase and Servicing Agreement among Aerovías del Continente Americano S.A. Avianca, as Seller and Servicer, and USAVFlow Limited, as Purchaser dated December 12, 2017) of the type in existence as of the Issue Date or any cash or other proceeds of any such rights and benefits, subject only to any rights of the Debtors obtained by the Final DIP Order in connection with a final disposition of the adversary proceeding styled Avianca Holdings S.A., et al. v. USAVFlow Limited (In re Avianca Holdings S.A. et al.), Adv. Proc. No. 20-01189 (MG) and (c) any Excluded Accounts; *provided*, that Excluded Assets shall not include (A) any proceeds of any Excluded Assets unless such proceeds would otherwise constitute Excluded Assets, and (B) any Capital Stock of LifeMiles, the five cargo aircraft listed on Schedule II, or in each case, any proceeds thereof.

“**Exit Notes**” means, jointly, the Tranche A-1 Exit Notes and the Tranche A-2 Exit Notes.

“**Exit Note Guarantees**” means, jointly, the Tranche A-1 Exit Note Guarantees and the Tranche A-2 Exit Note Guarantees.

“**Expiration Date**” has the meaning specified in Section 1.05(j).

“**Fair Market Value**” means, with respect to any asset, the price (after taking into account any liabilities relating to such assets) which could be negotiated in an arm’s-length free market transaction, for cash, between a willing seller and a willing and able buyer, neither of which is under any compulsion to complete the transaction; *provided* that the Fair Market Value of any such asset or assets will be determined conclusively by the board of directors of the Ultimate Parent or the Company acting in good faith, and will be evidenced by a board resolution.

“**Finance Lease Obligation**” means, with respect to any Person, any obligation that is required to be classified and accounted for as a finance lease for financial reporting purposes on the basis of IFRS. The amount of Indebtedness represented by such obligation will be the capitalized amount of such obligation at the time any determination thereof is to be made as determined on the basis of IFRS, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty.

“**Fitch**” means Fitch Ratings, Ltd. and its successors.

“**Fixed Charge Coverage Ratio**” means, as of any date of determination, the ratio of the aggregate amount of Consolidated EBITDAR for such Person for the four most recent full fiscal quarters for which financial statements are required to be provided pursuant to Section 8.01 ending on or prior to the date of such determination to Fixed Charges for such Person for the four most recent full fiscal quarters for which financial statements are required to be provided pursuant to Section 8.01 ending on or prior to the date of such determination (subject to the last paragraphs of the definitions of “Consolidated EBITDAR” and “Fixed Charges”).

“**Fixed Charges**” means, with respect to any specified Person and its Restricted Subsidiaries for any period, the sum, without duplication, of:

(i) the consolidated interest expense (net of interest income) of such Person and its Restricted Subsidiaries for such period to the extent that such interest expense is payable in cash (and such interest income is receivable in cash); plus

(ii) the interest component of leases that are capitalized in accordance with IFRS of such Person and its Restricted Subsidiaries for such period to the extent that such interest component is related to lease payments payable in cash; plus

(iii) other than for purposes of calculating Consolidated EBITDAR, any scheduled principal payments due with respect to Indebtedness of such Person or any of its Restricted Subsidiaries or of another Person that is guaranteed by such specified Person or any of its Restricted Subsidiaries or secured by assets of such specified Person or any of its Restricted Subsidiaries in cash for such period by such specified Person and its Restricted Subsidiaries for such period; plus

(iv) any interest expense actually paid in cash for such period by such specified Person or any of its Restricted Subsidiaries on Indebtedness of another Person that is guaranteed by such specified Person or any of its Restricted Subsidiaries or secured by a Lien on assets of such specified Person or any of its Restricted Subsidiaries; plus

(v) all dividends or distributions payable in cash on any series of Disqualified Capital Stock or Preferred Stock of such Person or any series of Disqualified Capital Stock or Preferred Stock of its Restricted Subsidiaries; plus

(vi) the aircraft rent expense of such Person and its Restricted Subsidiaries for such period to the extent that such aircraft rent expense is payable in cash,

all as determined on a consolidated basis in accordance with IFRS.

Subject to any pro forma adjustments made pursuant to Section 4.08(a), Fixed Charges of the Ultimate Parent (on a pro forma basis as if the Ultimate Parent owned Avianca Holdings S.A.’s Subsidiaries as of such date) shall be deemed to be (i) for the fiscal quarter ended September 30, 2020: \$106,202.3 thousand, (ii) for the fiscal quarter ended March 31, 2021: \$ 224,572.1 thousand, (iii) for the fiscal quarter ended June 30, 2021: \$252,533.5 thousand and (iv) for the fiscal quarter ended September 30, 2021: \$286,564.4 thousand.

“**Global Note**” means a global note representing the Tranche A-[●] Exit Notes substantially in the form attached hereto as Exhibit A.

“**Global Note Legend**” means the following legend, printed in capital letters:

“UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK LIMITED PURPOSE TRUST COMPANY (“DTC”), TO THE COMPANY NAMED HEREIN (THE “COMPANY”) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE IN WHOLE SHALL BE LIMITED TO TRANSFERS TO A NOMINEE OF DTC OR BY A NOMINEE OF DTC TO DTC OR ANOTHER NOMINEE OF DTC OR BY DTC OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY AND

TRANSFERS OF THIS GLOBAL NOTE IN PART SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE AND REFERRED TO ON THE REVERSE HEREOF.”

“**Governmental Authority**” shall mean the government of Bahamas, Bermuda, Canada, Costa Rica, Curacao, El Salvador, Guatemala, Honduras, the United Kingdom, the United States of America, Mexico, Nicaragua, Colombia, Ecuador and any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank organization, or other entity exercising executive, legislative, judicial, taxing or regulatory powers or functions of or pertaining to government. Governmental Authority shall not include any Person in its capacity as an Airport Authority.

“**guarantee**” means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any Person; *provided* that the term “guarantee” will not include endorsements for collection or deposit in the ordinary course of business. The term “guarantee” used as a verb has a corresponding meaning.

“**Guarantor**” means (i) each of the Parent Guarantors, Avianca Group (UK) Limited, Aeroinversiones de Honduras, S.A., Aerovías del Continente Americano S.A. Avianca, Airlease Holdings One Ltd., America Central (Canada) Corp., America Central Corp., AV International Holdco S.A., AV International Holdings S.A., AV International Investments S.A., AV International Ventures S.A., AV Investments One Colombia S.A.S., AV Investments Two Colombia S.A.S., AV Loyalty Bermuda Ltd., AV Taca International Holdco S.A., Aviacorp

Enterprises, S.A., Avianca Costa Rica S.A., Avianca Leasing, LLC, Avianca, Inc., Avianca-Ecuador S.A., Aviaservicios, S.A., Aviateca, S.A., C.R. Int'l Enterprises, Inc., Grupo Taca Holdings Limited, International Trade Marks Agency Inc., Inversiones del Caribe, S.A., Latin Airways Corp., Latin Logistics, LLC, Nicaragüense de Aviación, Sociedad Anónima, Regional Express Américas S.A.S., Ronair N.V., Servicio Terrestre, Aéreo y Rampa S.A., Servicios Aeroportuarios Integrados SAI S.A.S., Taca de Honduras, S.A. de C.V., Taca de México, S.A., Taca International Airlines S.A., Taca S.A., Tampa Cargo S.A.S. and Technical and Training Services, S.A. de C.V. and (ii) each Person that executes a supplemental indenture in the form of Exhibit B providing for the guarantee of the payment of the Tranche A-[●] Exit Notes, or any successor obligor under the Tranche A-[●] Exit Note Guarantee pursuant to Section 5.02, in each case unless and until such Guarantor is released from its Tranche A-[●] Exit Note Guarantee pursuant to this Indenture.

“**Hedging Obligations**” means, with respect to any Person, the obligations of such Person pursuant to any interest rate swap agreement, foreign currency exchange agreement, interest rate collar agreement, option or futures contract or other similar agreement or arrangement designed to protect such Person against changes in interest rates or foreign exchange rates.

“**Holder**” or “**Holder of a Tranche A-[●] Exit Note**” means the Person in whose name a Tranche A-[●] Exit Note is registered on the Registrar’s books.

“**IFRS**” means International Financial Reporting Standards, as issued by the International Accounting Standards Board, as in effect from time to time.

“**Indebtedness**” means, with respect to any Person, without duplication:

(i) the principal of and premium, if any, in respect of (a) indebtedness of such Person for money borrowed and (b) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; *provided*, however, that any warrants that by reason of their accounting treatment under IAS32 would be treated as a financial liability shall not be construed as Indebtedness solely as the result of such treatment;

(ii) all Finance Lease Obligations of such Person; *provided*, however, that any portion of such Finance Lease Obligations that is expected to be deemed fully satisfied pursuant to the Plan of Reorganization shall not be construed as Indebtedness in a manner consistent with US GAAP fresh start accounting rules regardless of any treatment under IFRS;

(iii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but in each case excluding trade accounts payable or other short-term obligations, in each case arising in the ordinary course of business);

(iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar instrument (other than obligations with respect to letters of credit securing obligations entered into in the ordinary course of business of such Person if, to the extent drawn upon, such drawing is reimbursed no later than the tenth Business Day

following receipt by such Person of a demand for reimbursement following payment on the letter of credit);

(v) all net obligations due and payable under Hedging Obligations of such Person;

(vi) all obligations of the type referred to in clauses (i) through (v) of other Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including by means of any guarantee (other than obligations of other Persons that are customers or suppliers of such Person for which such Person is or becomes so responsible or liable in the ordinary course of business to (but only to) the extent that such Person does not, or is not required to, make payment in respect thereof); and

(vii) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person), the amount of such obligation being deemed to be the lesser of the value of such property or assets or the amount of the obligation so secured.

“**Indenture**” means this Indenture, as amended or supplemented from time to time in accordance with the provisions hereof.

“**Initial Tranche A-[●] Exit Notes**” means the U.S.\$[●] in aggregate principal amount of Tranche A-[●] Exit Notes issued on the Issue Date.

“**interest**” on a Tranche A-[●] Exit Note means the interest on such Tranche A-[●] Exit Note (including any Additional Amounts payable by the Company in respect of such interest).

“**Interest Payment Date**” means the Payment Date of an installment of interest on the Tranche A-[●] Exit Notes.

“**Investments**” means, with respect to any Person, any:

(i) direct or indirect loan, advance or other extension of credit (including, without limitation, a guarantee or assumption of Indebtedness) to any other Person (other than advances or extensions of credit to customers in the ordinary course of business);

(ii) capital contribution (by means of any transfer of cash or other property or contract to others or any payment for property or services for the account or use of others) to any other Person;

(iii) any purchase or acquisition by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidences of Indebtedness issued by, any other Person; or

(iv) advances by such Person for future capital contributions in any other Person.

“Investment” will exclude accounts receivable or deposits arising in the ordinary course of business. “Invest,” “Investing” and “Invested” have corresponding meanings.

“**IP Pledge**” means a first-priority perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) security interest or mortgage in the intellectual property held by the Issuer and the Guarantors, in each case, as provided for in the intellectual property pledges set forth in Schedule II or provided pursuant to Section 4.11(a).

“**issue**” means issue, assume, guarantee, incur or otherwise become liable for; *provided, however,* that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be issued by such Subsidiary at the time it becomes a Subsidiary; and the term “issuance” has a corresponding meaning.

“**Issue Date**” means December 1, 2021.

“**Issuer**” has the meaning specified in the preamble of this Indenture.

“**legal defeasance option**” has the meaning specified in Section 8.01.

“**Lien**” means any lien, mortgage, pledge, security interest, encumbrance, conditional sale or other title retention agreement or other similar lien; *provided* that in no event shall an operating lease be deemed to constitute a Lien.

“**LifeMiles Agreements**” shall mean all currently existing, future and successor co-branding agreements, partnering agreements, airline-to-airline frequent flyer program agreements or similar agreements related to or entered into in connection with the Loyalty Program.

“**LifeMiles**” shall mean LifeMiles Ltd., an exempted company limited by shares continued into and now existing under the laws of Bermuda.

“**Liquidity**” means the sum of (i) all unrestricted cash and Cash Equivalents of the Parent Guarantors, the Company and the Restricted Subsidiaries which is not (x) subject to any Lien or control agreement (excluding statutory liens in favor of any depositary bank where such cash is maintained or any Lien granted to the Collateral Trustee under the Collateral Documents) or (y) held as deposits or security for contractual obligations of the Parent Guarantors, the Company and the Restricted Subsidiaries, (ii) the aggregate principal amount committed and available to be drawn by the Parent Guarantors, the Company and the Restricted Subsidiaries (taking into account all borrowing base limitations or other restrictions and conditions) under all revolving credit facilities of the Parent Guarantors, the Company and the Restricted Subsidiaries and (iii) the scheduled net proceeds (after giving effect to any expected repayment of existing Indebtedness using such proceeds or other uses of such proceeds) of any Capital Markets Offering of the Parent Guarantors, the Company or the Restricted Subsidiaries that has priced but has not yet closed (until the earliest of the closing thereof, the termination thereof without closing, the date that falls five (5) Business Days after the initial scheduled closing date thereof and the date that falls within fifteen (15) Business Days after the date of the pricing thereof).

“**Loyalty Program**” shall mean any customer loyalty program available to individuals (i.e., natural persons) that grants members in such program Currency based on a member’s purchasing behavior and that entitles a member to accrue and redeem such Currency for a benefit or reward, including flights and/or other goods and services.

“**Material Adverse Effect**” shall mean a material adverse effect on (a) the consolidated business, operations or financial condition of the Ultimate Parent and its Subsidiaries, taken as a whole (other than resulting from or related to (i) any matters publicly disclosed prior to the Issue Date and (ii) the COVID-19 pandemic), (b) the validity or enforceability of any of this Indenture or the Collateral Documents or the rights or remedies of the Agents and the Holders hereto, (c) the validity, perfection and priority of the Liens on the Collateral (taken as a whole) in favor of the Collateral Trustee (for its benefit and for the benefit of the other Secured Parties), or (d) the ability of the Issuer and the Guarantors, collectively, to fulfill the obligations hereto.

“**Maturity**” means, when used with respect to any Tranche A-[●] Exit Note, the date on which the outstanding principal of and interest on such Tranche A-[●] Exit Note becomes due and payable as therein or herein provided, whether by declaration of acceleration, call for redemption or otherwise.

“**Minimum Rating**” means a rating of BB or higher by Standard & Poor’s or Fitch or Ba2 or higher by Moody’s.

“**Moody’s**” means Moody’s Investors Service, Inc. and its successors and assigns.

“**Non-Guarantor Subsidiary**” means any Subsidiary that is not a Guarantor.

“**Offer to Purchase**” has the meaning specified in Section 4.10.

“**Officer**” means the president or chief executive officer, any vice president, the chief financial officer, the legal representative, the treasurer or any assistant treasurer, or the secretary or any assistant secretary, of the applicable Issuer or Guarantor or any other Person duly appointed by the shareholders or the board of directors of the applicable Issuer or Guarantor to perform corporate duties.

“**Officers’ Certificate**” means a certificate signed by any two Officers of the Issuer or applicable Guarantor and delivered to the Trustee; *provided*, that, if any Guarantor has only one Officer, then only such Officer is required to sign any Officers’ Certificate.

“**Opinion of Counsel**” means a written opinion of legal counsel of recognized standing (who may be an employee of or counsel to the Issuer or any Guarantor) and who shall be reasonably acceptable to the Trustee, which opinion is in a form reasonably satisfactory to the Trustee.

“**Outstanding**” means, when used with respect to Tranche A-[●] Exit Notes, as of the date of determination, all Tranche A-[●] Exit Notes theretofore authenticated and delivered under this Indenture, except:

(i) Tranche A-[●] Exit Notes theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Tranche A-[●] Exit Notes for whose payment or redemption money in the necessary amount has been theretofore deposited with any Paying Agent (other than the Company) in trust or set aside and segregated in trust by the Company (if the Company shall act as its own

Paying Agent) for the Holders of such Tranche A-[●] Exit Notes; *provided* that if such Tranche A-[●] Exit Notes are to be redeemed pursuant to Section 3.01, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(iii) Tranche A-[●] Exit Notes, except to the extent provided in Sections 8.01 and 8.02, with respect to which the Company has effected legal defeasance and/or covenant defeasance as provided in Article 8; and

(iv) Tranche A-[●] Exit Notes in exchange for or in lieu of which other Tranche A-[●] Exit Notes have been authenticated and delivered pursuant to this Indenture, other than any such Tranche A-[●] Exit Notes in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Tranche A-[●] Exit Notes are held by a bona fide purchaser or protected purchaser in whose hands such Tranche A-[●] Exit Notes are valid obligations of the Company;

provided, however, that in determining whether the Holders of the requisite principal amount of Outstanding Tranche A-[●] Exit Notes have given any request, demand, authorization, direction, consent, notice or waiver hereunder, Tranche A-[●] Exit Notes owned by a Parent Guarantor, the Company or any of their Subsidiaries shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, consent, notice or waiver, only Tranche A-[●] Exit Notes which a Responsible Officer of the Trustee has received written notice at its address specified herein of being so owned shall be so disregarded. Tranche A-[●] Exit Notes so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee, the pledgee's right so to act with respect to such Tranche A-[●] Exit Notes and that the pledgee is not the Company, or any other obligor under the Tranche A-[●] Exit Notes or any of its or such other obligor's Affiliates.

“Parent Entity” means any direct or indirect parent of the Company.

“Parent Guarantor” means Ultimate Parent, AVN Flight Cayman Limited, Avianca Midco 1 Limited and any Subsidiary of Ultimate Parent (that is not a Subsidiary of the Company) that has become a Guarantor pursuant to Section 4.12(b).

“Paying Agent” means the Principal Paying Agent and any other Person authorized by the Company to pay the principal of or interest on any Tranche A-[●] Exit Notes on behalf of the Issuer hereunder.

“Payment Date” means an Interest Payment Date or the date on which payment of principal of the Tranche A-[●] Exit Notes is due.

“Permitted Affiliate Transaction” means any or all of the following:

(i) An Affiliate Transaction that constitutes a Strategic Investment or Asset Acquisition, provided that the consideration therefor is paid in the form of Equity Consideration; and

(ii) An Affiliate Transaction that constitutes a Strategic Investment or Asset Acquisition as permitted under, and made pursuant to, clause (xix) of the definition of Permitted Investments and that has been duly approved in accordance with the Ultimate Parent's or the Company's organizational documents and shareholders' agreement, provided that any consideration in respect of such Permitted Affiliate Transaction shall not exceed the Affiliate Cash Consideration Cap unless such excess shall be payable solely in the form of Equity Consideration.

“Permitted Holders” means any or all of the following:

(i) United, South Lake One LLC, Kingsland International Group, S.A., Elliott Associates, L.P. and Elliott International, L.P.; and

(ii) any Affiliate of any one or more of the Persons described in (i).

“Permitted Investments” means:

(i) Investments by a Parent Guarantor, the Company or any Restricted Subsidiary in any Person that is, or that result in any Person becoming, immediately after such Investment, a Restricted Subsidiary or constituting a merger or consolidation of such Person into a Parent Guarantor, the Company or with or into a Restricted Subsidiary;

(ii) Investments by a Parent Guarantor or any Restricted Subsidiary in the Company;

(iii) Investments in cash and Cash Equivalents;

(iv) Investments in existence on the Issue Date;

(v) any extension, modification or renewal of any Investments existing as of the Issue Date (but not Investments involving additional advances, contributions or other investments of cash or property or other increases thereof, other than as a result of the accrual or accretion of interest or original issue discount or payment-in-kind pursuant to the terms of such Investment as of the Issue Date);

(vi) Investments received as a result of the bankruptcy or reorganization of any Person or taken in settlement of or other resolution of claims or disputes, and, in each case, extensions, modifications and renewals thereof;

(vii) Investments made by a Parent Guarantor, the Company or the Restricted Subsidiaries as a result of non-cash consideration received in connection with an Asset Sale;

(viii) Investments in the form of Hedging Obligations;

(ix) receivables owing to a Parent Guarantor, the Company or any Restricted Subsidiary created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; *provided* that such trade terms may include such concessionary trade terms as such Parent Guarantor, the Company or any such Restricted

Subsidiary deems reasonable under the circumstances and that are consistent with industry practice;

- (x) [Reserved];
- (xi) any Investment acquired solely in exchange for Qualified Capital Stock of the Ultimate Parent;
- (xii) [Reserved]
- (xiii) payroll, travel, moving and other loans or advances to, or guarantees issued to support the obligations of, officers and employees, in each case in the ordinary course of business;
- (xiv) extensions of credit and prepayment of expenses to customers, suppliers, utility providers, licensees, franchisees and other trade creditors in the ordinary course of business consistent with past practice;
- (xv) any Investment in any Restricted Subsidiary or any joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business consistent with past practice;
- (xvi) Investments in the nature of deposits with respect to leases provided to third parties in the ordinary course of business;
- (xvii) Investments in negotiable instruments received in the ordinary course and held for collection;
- (xviii) Strategic Investments and Asset Acquisitions by a Parent Guarantor, the Company or any of the Restricted Subsidiaries, to the extent the consideration therefor consists of Equity Consideration; and
- (xix) Strategic Investments and Asset Acquisitions by a Parent Guarantor, the Company or any of the Restricted Subsidiaries in an aggregate amount not to exceed U.S.\$175,000,000 outstanding at any one time (with the Fair Market Value of each such Investment being measured at the time made and without giving effect to subsequent changes in value), to the extent the consideration therefor is payable in cash or Cash Equivalents.

“Permitted Liens” means any of the following Liens:

- (i) Liens existing on the Issue Date and any extension, renewal or replacement thereof (provided, for the avoidance of doubt, that upon the issue of the Exit Notes, any Liens securing such Exit Notes on the Issue Date shall be deemed incurred pursuant to clause (xx) and not under this clause (i));
- (ii) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, suppliers, materialmen, repairmen and other Liens imposed by law incurred in the ordinary course of business for sums not yet delinquent or being contested in good faith, if such

reserve or other appropriate provision, if any, as shall be required by IFRS shall have been made in respect thereof;

(iii) (a) licenses, sublicenses, leases or subleases granted by the Parent Guarantors, the Company or any of the Restricted Subsidiaries to other Persons not materially interfering with the conduct of the business of the Parent Guarantors, the Company or any of the Restricted Subsidiaries and (b) any interest or title of a lessor, sublessor or licensor under any lease or license agreement permitted by the Indenture to which the Parent Guarantors, the Company or any Restricted Subsidiary is a party;

(iv) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, including any Lien securing letters of credit issued in the ordinary course of business consistent with past practice in connection therewith, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, customs duties, bids, leases, government performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(v) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(vi) Liens on patents, trademarks, service marks, trade names, copyrights, technology, know-how and processes to the extent such Liens arise from the granting of license to use such patents, trademarks, service marks, trade names, copyrights, technology, know-how and processes to any Person in the ordinary course of business of the Parent Guarantors, the Company or any of the Restricted Subsidiaries;

(vii) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to such letters of credit and products and proceeds thereof;

(viii) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual, or warranty requirements of the Parent Guarantors, the Company or a Restricted Subsidiary, including rights of offset and set-off;

(ix) Liens for taxes, assessments or other governmental charges not yet subject to penalties for non-payment or which are being contested in good faith by appropriate proceedings, provided that appropriate reserves required pursuant to IFRS have been made in respect thereof;

(x) encumbrances, ground leases, easements or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or liens incidental to the conduct of the business of such Person or to the ownership of its properties

which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(xi) deposits in the ordinary course of business securing liability for reimbursement obligations of insurance carriers providing insurance to the Parent Guarantors, the Company or the Restricted Subsidiaries and any Liens thereon;

(xii) judgment Liens not giving rise to an Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceeding may be initiated has not expired;

(xiii) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depository institution;

(xiv) Liens securing Hedging Obligations;

(xv) Liens to secure any Permitted Refinancing Indebtedness incurred in accordance with Section 4.08 if the applicable Refinanced Indebtedness has been secured by a Lien permitted under the covenant described under Section 4.21 and was not incurred pursuant to clause (xx); *provided* that such new Liens:

(A) are no less favorable to the Holders of Notes and are not more favorable to the lienholders with respect to such Liens than the Liens in respect of the Indebtedness being Refinanced; and

(B) do not extend to any property or assets other than the property or assets securing the applicable Refinanced Indebtedness;

(xvi) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to a Parent Guarantor, the Company or any Restricted Subsidiary; *provided* that any such Liens that constitute an Investment shall be permitted pursuant to Section 4.19;

(xvii) Liens securing Acquired Indebtedness incurred in accordance with Section 4.08 not incurred in connection with, or in anticipation or contemplation of, the relevant acquisition, merger or consolidation; *provided* that

(A) such Liens secured such Acquired Indebtedness at the time of and prior to the incurrence of such Acquired Indebtedness by a Parent Guarantor, the Company or a Restricted Subsidiary and were not granted in connection with, or in anticipation of the incurrence of such Acquired Indebtedness by a Parent Guarantor, the Company or a Restricted Subsidiary; and

(B) such Liens do not extend to or cover any property of a Parent Guarantor, the Company or any Restricted Subsidiary other than the property that secured the Acquired Indebtedness prior to the time such Indebtedness became Acquired Indebtedness of a Parent Guarantor, the Company or a Restricted Subsidiary and are no more favorable

to the lienholders than the Liens securing the Acquired Indebtedness prior to the incurrence of such Acquired Indebtedness by a Parent Guarantor, the Company or a Restricted Subsidiary;

(xviii) purchase money Liens securing Purchase Money Indebtedness or Finance Lease Obligations incurred to finance the acquisition or leasing of property of a Parent Guarantor, the Company or a Restricted Subsidiary; *provided* that:

(A) the related Purchase Money Indebtedness does not exceed the cost of such property and will not be secured by any property of any Parent Guarantor, the Company or any Restricted Subsidiary other than the property so acquired; and

(B) the Lien securing such Indebtedness will be created within 180 days of such acquisition;

(xix) Liens in respect of Loyalty Program assets (including those constituting Collateral) securing Indebtedness incurred pursuant to Section 4.08(b)(13); *provided* that (a) the property subject to such Liens shall be of the same type as the property securing the Indebtedness of LifeMiles as in effect on the Issue Date, (b) the terms of such Liens shall be substantially the same or no more favorable to the holders thereof than the terms of such Liens securing the Indebtedness of LifeMiles as in effect on the Issue Date or required to be granted thereafter pursuant to Section 4.13, and (c) such Liens shall not impair the Liens of the Collateral Trustee on the terms as in effect on the Issue Date or required to be granted thereafter pursuant to Section 4.13;

(xx) Liens on the Collateral ranking equally and ratably with the Tranche A-[●] Exit Notes and the Tranche A-[●] Exit Notes securing Permitted Refinancing Indebtedness with respect to the Exit Notes (including in the form of Additional Tranche A-[●] Exit Notes) or other Indebtedness satisfying the requirements in the definition of Permitted Refinancing Indebtedness after any voluntary refunding, replacement, redemption, repurchase, defeasance, acquisition, repayment, prepayment, retirement or extinguishment of any Exit Notes, assuming such Indebtedness was incurred at the time of such refunding, replacement, redemption, repurchase, defeasance, acquisition, repayment, prepayment, retirement or extinguishment, in an amount outstanding at any one time not to exceed \$1,695,807,454 (or the equivalent in other currencies), less (a) the amount of any mandatory refunding, replacement, redemption, repurchase, defeasance, acquisition, repayment, prepayment, retirement or extinguishment of any Exit Notes or Indebtedness under Additional Secured Debt Facilities and less (b) the amount of any Indebtedness secured by Liens pursuant to clause (xxiii)(b) below;

(xxi) Liens securing the RCF Loan Agreement, the Engine Loan Facility, the USAVflow Facility, the Banco de Bogota Credit Card Receivables Facility and any successor facilities thereto secured by Collateral consisting of spare parts, engines, credit card receivables and any other assets of the type securing or required to secure the RCF Loan Agreement, the Engine Loan Facility, the USAVflow Facility and the Banco de Bogota Credit Card Receivables Facility on the Issue Date, securing an amount of Indebtedness outstanding at any one time (together with any Sale and Leaseback Transaction) not to exceed U.S.\$485,000,000 (or the equivalent in other currencies);

(xxii) Liens in respect of non-aircraft lease liabilities, real property, information technology and any other non-aircraft assets of the type securing Indebtedness incurred under Sections 4.08(b)(1) through (12) on the Issue Date (other than in connection with any capital expenditures incurred for purposes of aircraft reconfiguration or any Aircraft Indebtedness) in an amount outstanding at any one time (together with any Sale and Leaseback Transaction) not to exceed U.S.\$90,000,000 (or the equivalent in other currencies);

(xxiii) Liens ranking junior to the Liens under the Collateral Trust Agreement securing Qualified Junior Indebtedness in an amount of Qualified Junior Indebtedness outstanding at any one time (together with any Sale and Leaseback Transaction) not to exceed the sum of (a) U.S.\$125,000,000 (or the equivalent in other currencies) and (b) an amount equal to (i) any amounts repaid or redeemed in respect of the Exit Notes or Indebtedness under Additional Secured Debt Facilities after the Issue Date (other than from in connection with any mandatory refunding, replacement, redemption, repurchase, defeasance, acquisition, repayment, prepayment, retirement or extinguishment) less (ii) the amount of any Indebtedness incurred after the Issue Date secured by Liens pursuant to clause (xx) above;

(xxiv) Liens on aircraft, spare parts and engines securing Aircraft Indebtedness constituting Permitted Indebtedness; and

(xxv) Liens on Capital Stock of any Unrestricted Subsidiary securing any obligations of such Unrestricted Subsidiary (but not any obligations of a Parent Guarantor, the Issuer or any Restricted Subsidiary).

“Permitted LifeMiles Refinancing Indebtedness” means any Permitted Refinancing Indebtedness with respect to any Indebtedness of LifeMiles; *provided* (a) if provided by any Permitted Holder, any Affiliate of any Permitted Holder or any other Affiliate of the Ultimate Parent, the terms of such Permitted Refinancing Indebtedness shall, in any event, be no more favorable to the lenders or providers thereof than the terms of the Indebtedness of LifeMiles as in effect on the Issue Date, (b) such Indebtedness shall not be secured by Liens on any property other than property of the type that secures the Indebtedness of LifeMiles as in effect on the Issue Date or required to be granted thereafter pursuant to Section 4.13 and (c) at the time of incurrence thereof, the Collateral Trustee shall have a perfected Lien on the property relating to LifeMiles and its Loyalty Programs that is no less favorable than its Lien in existence or required to be in existence on the Issue Date or required to be granted thereafter pursuant to Section 4.13.

“Permitted Refinancing Indebtedness” means with respect to any Indebtedness (the **“Refinanced Indebtedness”**), the incurrence of any Indebtedness in exchange for or as a replacement of, or the net proceeds of which are to be used for the purpose of any refinancing, refunding, replacing, redeeming, repurchasing, defeasing, acquiring, repaying, prepaying, retiring or extinguishing such Indebtedness (collectively, to **“Refinance”** or a **“Refinancing”** or **“Refinanced”**); *provided* that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Refinanced Indebtedness except by an amount equal to unpaid accrued interest thereon plus defeasance costs, other amounts paid, and fees, commissions and expenses (including upfront fees or similar fees, original issue discount or initial yield payments) incurred, in connection with such Refinancing, (b) the Indebtedness resulting from such Refinancing has a final maturity date equal to or later

than the earlier of the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being Refinanced, (c) if the Refinanced Indebtedness is subordinated in right of payment to the Tranche A-[●] Exit Notes, Indebtedness resulting from such Refinancing is subordinated in right of payment to the Tranche A-[●] Exit Notes on terms at least as favorable to the Lenders as those contained in the documentation governing the Refinanced Indebtedness, (d) the Indebtedness resulting from such Refinancing shall not provide for a mandatory prepayment, sinking funds or similar terms that are more onerous to the applicable Parent Guarantor, the Issuer or applicable Restricted Subsidiary than the terms of the Refinanced Indebtedness, and (e) neither a Parent Guarantor, the Issuer nor any other Restricted Subsidiary that was not an obligor with respect to the Refinanced Indebtedness shall be an obligor under such Refinancing. It is further understood and agreed that a Permitted Refinancing Indebtedness includes (a) successive incurrence of Permitted Refinancing Indebtedness of the same initial Indebtedness. and (b) any refinancing of any aircraft, engines or spare parts lease or debt obligations of a Parent Guarantor, the Company or any of the Restricted Subsidiaries.

“**Person**” means any natural person, corporation, division of a corporation, partnership, limited liability company, trust, joint venture, association, company, estate, unincorporated organization, Airport Authority or Governmental Authority or any agency or political subdivision thereof.

“**Plan of Reorganization**” means the Plan of Reorganization of Avianca Holdings S.A. and certain of its affiliates, filed on August 11, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with its terms).

“**Preferred Stock**” means, with respect to any Person, any and all preferred or preference stock or other similar Capital Stock (however designated) of such Person whether outstanding or issued after the date of this Indenture.

“**principal**” of a Tranche A-[●] Exit Note means the principal amount of such Tranche A-[●] Exit Note.

“**Principal Paying Agent**” means Wilmington Savings Fund Society, FSB, until a successor Principal Paying Agent shall have become such pursuant to the applicable provisions of this Indenture, and, thereafter, “Principal Paying Agent” shall mean such successor Principal Paying Agent.

“**Proceeding**” has the meaning specified in Section 11.09.

“**Process Agent**” has the meaning specified in Section 11.09.

“**Purchase Money Indebtedness**” means Indebtedness incurred for the purpose of financing all or any part of the purchase price, or other cost of construction or improvement of any property; *provided* that the aggregate principal amount of such Indebtedness does not exceed such purchase price or cost, including any refinancing of such Indebtedness that does not increase the aggregate principal amount (or accreted amount, if less) thereof as of the date of the refinancing.

“Qualified Capital Stock” means any Capital Stock that is not Disqualified Capital Stock and any warrants, rights or options to purchase or acquire Capital Stock that is not Disqualified Capital Stock that are not convertible into or exchangeable into Disqualified Capital Stock.

“Qualified Junior Indebtedness” means any Indebtedness that (i) ranks junior in right of payment to the Exit Notes, (ii) has a Stated Maturity no earlier than 91 days after the Stated Maturity of the Exit Notes and shall have a Weighted Average Life to Maturity no earlier than the Exit Notes and (iii) may be subject to a ‘silent’ junior Lien on the Collateral in accordance with the terms of an intercreditor agreement governing such Lien, which intercreditor agreement shall be in form and substance acceptable to the Required Holders; *provided* that any intercreditor agreement in a form that has been agreed upon by the Issuer and the Required Holders pursuant to Section 4.13 shall satisfy such requirement.

“Rating Agency” means Standard & Poor’s, Moody’s or Fitch; or if Standard & Poor’s, Moody’s or Fitch are not making rating of the Tranche A-[●] Exit Notes publicly available, an internationally recognized U.S. rating agency or agencies, as the case may be, selected by the Company, which will be substituted for Standard & Poor’s, Moody’s or Fitch, as the case may be.

“Rating Decline” means that at any time within 90 days (which period shall be extended so long as the rating of the Tranche A-[●] Exit Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies) after the date of public notice of a Change of Control, or of the Ultimate Parent’s, the Company’s or that of any Person’s intention to effect a Change of Control, the then-applicable rating of the Tranche A-[●] Exit Notes is decreased by any of the Rating Agencies.

“RCF Loan Agreement” shall mean that certain credit and guaranty agreement dated as of August 31, 2018 by and among Aerovías del Continente Americano S.A. Avianca, as borrower, Avianca Holdings S.A., as guarantor, Citibank, N.A., as administrative agent and collateral agent, Tampa Cargo S.A.S., as additional guarantor, and the lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time).

“Record Date” means, when used with respect to the interest on the Tranche A-[●] Exit Notes payable on any Interest Payment Date, the fifth calendar day (whether or not a Business Day) immediately preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Tranche A-[●] Exit Note to be redeemed pursuant to Section 3.01, the date fixed for such redemption by or pursuant to this Indenture.

“Redemption Price” means, when used with respect to any Tranche A-[●] Exit Notes to be redeemed pursuant to Section 3.01, the price at which it is to be redeemed pursuant to this Indenture.

“Refinance”, “Refinancing”, “Refinanced” and “Refinanced Indebtedness” shall have the meanings specified in the definition of “Permitted Refinancing Indebtedness”.

“**Registrar**” means Wilmington Savings Fund Society, FSB, until a successor Registrar shall have become such pursuant to the applicable provisions of this Indenture, and, thereafter, “Registrar” shall mean such successor Registrar.

“**Regulation S**” means Regulation S under the Securities Act, as in effect from time to time.

“**Regulation S Global Note**” means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as appropriate.

“**Regulation S Permanent Global Note**” means a permanent Global Note in the form of Exhibit A hereto bearing the Global Note Legend and the Securities Act Legend and deposited with or on behalf of and registered in the name of the Depository or its nominee, issued in a denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note upon expiration of the Restricted Period.

“**Regulation S Temporary Global Note**” means a temporary Global Note in the form of Exhibit A hereto bearing the Global Note Legend, the Securities Act Legend and the Regulation S Temporary Global Note Legend deposited with or on behalf of and registered in the name of the Depository or its nominee, issued in a denomination equal to the outstanding principal amount of the Tranche A-[●] Exit Notes initially sold in reliance on Rule 903.

“**Regulation S Temporary Global Note Legend**” means the following legend, printed in capital letters:

“THE RIGHTS ATTACHING TO THIS REGULATION S TEMPORARY GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR DEFINITIVE NOTES, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN).”

PRIOR TO EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S (“REGULATION S”) UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”)), THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES (AS DEFINED IN REGULATION S) OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S), UNLESS SUCH TRANSACTION IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT.”

“**Relevant Date**” means, with respect to any payment on a Tranche A-[●] Exit Note, whichever is the later of: (i) the date on which such payment first becomes due; and (ii) if the full amount payable has not been received by the Trustee on or prior to such due date, the date on which notice is given to the Holders that the full amount has been received by the Trustee.

“**Required Holders**” means, at any time, Holders of not less than a majority in principal amount of the Tranche A-[●] Exit Notes Outstanding at such time.

“**Responsible Officer**” means any officer of the Trustee or the Collateral Trustee or any other Agent in Corporate Trust Administration with direct responsibility for the administration of this Indenture and also, with respect to a particular matter, any other officer, to whom such matter is referred because of such officer’s knowledge of and familiarity with the particular subject.

“**Restricted Global Note**” means one or more permanent Global Notes in definitive fully registered form without interest coupons sold to “qualified institutional buyers” (as such term is defined in Rule 144A) pursuant to Rule 144A.

“**Restricted Period**” means the relevant 40-day distribution compliance period as defined in Regulation S.

“**Restricted Subsidiary**” means, at any time, any direct or indirect Subsidiary of the Ultimate Parent that is not then an Unrestricted Subsidiary; *provided, however*, that upon the occurrence of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be included in the definition of “Restricted Subsidiary” if it is a Subsidiary thereafter.

“**Rule 144A**” means Rule 144A under the Securities Act, as in effect from time to time.

“**SAI Disposition**” means the sale of Capital Stock of Servicios Aeroportuarios Integrados SAI S.A.S. in any transaction or series of related transactions.

“**Sale and Leaseback Transaction**” means any direct or indirect arrangement with any Person or to which any such Person is a party providing for the leasing to a Parent Guarantor, the Company or a Restricted Subsidiary of any property, whether owned by a Parent Guarantor, the Company or any Restricted Subsidiary at the Issue Date or later acquired, which has been or is to be sold or transferred by a Parent Guarantor, the Company or such Restricted Subsidiary to such Person or to any other Person by whom funds have been or are to be advanced on the security of such Property; *provided*, for the avoidance of doubt, that any refinancing of any existing Indebtedness via a sale and leaseback transaction shall not be deemed to constitute a Sale and Leaseback Transaction, but shall continue to be subject to any limitations otherwise applicable to such Indebtedness.

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Secured Parties**” has the meaning specified in the Collateral Trust Agreement.

“**Securities Act**” means the U.S. Securities Act of 1933, as amended.

“**Securities Act Legend**” means the following legend, printed in capital letters:

“THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH

TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS [IN THE CASE OF RULE 144A NOTES: ONE YEAR] [IN THE CASE OF REGULATION S NOTES: 40 DAYS] AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) [IN THE CASE OF RULE 144A NOTES: AND ON WHICH THE ISSUER INSTRUCTS THE TRUSTEE THAT THIS LEGEND SHALL BE DEEMED REMOVED FROM THE TRANCHE A-[●] EXIT NOTES, IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE INDENTURE RELATING TO THIS SECURITY], ONLY (A) TO THE ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF U.S.\$250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER’S AND THE TRUSTEE’S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. [IN THE CASE OF REGULATION S NOTES: BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.]”

“**Seller’s Cost**” means, with respect to any assets or equity which are the subject of a transaction with a Parent Guarantor, the Issuer or any Restricted Subsidiary and were acquired by

the seller no more than 18 months prior to the transaction with such Parent Guarantor, the Issuer or Restricted Subsidiary, the seller's cost basis, including investment or acquisition consideration paid in the form of cash, stock or other assets, attorneys' fees, investment banker fees, and broker fees, plus a rate of return equal to 14.5% on the seller's costs basis from the date of the seller's original investment or acquisition.

“Significant Subsidiary” means any Restricted Subsidiary of the Ultimate Parent, which at the time of determination (a) had assets which, as of the date of the Ultimate Parent's most recent quarterly consolidated balance sheet, constituted at least 10% of the Ultimate Parent's total assets on a consolidated basis as of such date, or (b) had revenues for the 12- month period ending on the date of the Ultimate Parent's most recent quarterly consolidated statement of income which constituted at least 10% of the Ultimate Parent's total revenues on a consolidated basis for such period or (c) owns, directly or indirectly, Capital Stock of any other Significant Subsidiary.

“Standard & Poor's” means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

“Stated Maturity” means, with respect to any security, the date specified in such security as the fixed date on which the principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the Holder thereof upon the happening of any contingency unless such contingency has occurred).

“Strategic Investment” means an Investment in any Person (other than an Unrestricted Subsidiary) whose primary business is reasonably related, ancillary or complementary to the business of the type in which the Parent Guarantors, the Issuer and the Restricted Subsidiaries are engaged in as of the Issue Date, and such Investment is reasonably and in good faith determined by an Officer of the Issuer to promote or significantly benefit the operational businesses of the Parent Guarantors, the Issuer and the Restricted Subsidiaries on the date of such Investment, as evidenced by an Officers' Certificate delivered to the Trustee.

“Subordinated Indebtedness” means, with respect to the Parent Guarantors, the Company or any Restricted Subsidiary, (i) any Qualified Junior Indebtedness and (ii) any Indebtedness of the Parent Guarantors, the Company or such Restricted Subsidiary, as the case may be, which is expressly subordinated in right of payment to the Tranche A-[●] Exit Notes or the relevant Tranche A-[●] Exit Notes Guarantee and the Tranche A-[●] Exit Notes, as the case may be.

“Subsidiary” means, in respect of any specified Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person. Unless specified otherwise, any reference to a “Subsidiary” shall be deemed to be a reference to a Subsidiary of the Ultimate Parent.

“Taxing Jurisdiction” has the meaning specified in Section 4.05.

“TISE” means The International Stock Exchange Authority Limited and its successors and assigns.

“Tranche A-[●] Exit Note Guarantee” means the guarantee of the Tranche A-[●] Exit Notes by a Guarantor pursuant to this Indenture.

“Tranche A-[●] Exit Notes” has the meaning specified in the preamble of this Indenture and shall be in the form of Tranche A-[●] Exit Note set forth in Exhibit A.

“Transfer Agent” means Wilmington Savings Fund Society, FSB and any other Person authorized by the Company to effectuate the exchange or transfer of any Tranche A-[●] Exit Note on behalf of the Company hereunder.

“Treasury Rate” means, as of the applicable Redemption Date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 that has become publicly available at least two (2) Business Days prior to such redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data) most nearly equal to the period from such redemption date to December 1, 202[3]¹ provided, however, that if the period from such redemption date to December 1, 202[3]² is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. The Treasury Rate will be determined by the Company or its agent.

“Trust Mandate” means (i) the Collateral Trust Agreement and (ii) any other agreement, as may be amended from time to time, among the Issuer, the Trustee, and a collateral agent, to appoint such party as a Collateral Trustee.

“Trustee” means Wilmington Savings Fund Society, FSB, as trustee, until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture and, thereafter, “Trustee” shall mean such successor Trustee.

“U.S. Dollars” and “U.S.\$” each mean the currency of the United States.

“U.S. Government Obligations” means direct obligations (or certificates representing an ownership interest in such obligations) of the United States (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States is pledged and which are not callable at the issuer’s option.

“Ultimate Parent” has the meaning specified in the preamble of this Indenture.

“United” means United Airlines, Inc.

¹ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

² Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

“**United States**” and “**U.S.**” means the United States of America (including the States and the District of Columbia) and its territories, its possessions and other areas subject to its jurisdiction.

“**Unrestricted Subsidiary**” means any Subsidiary (1) of the Issuer that at the time of determination is an Unrestricted Subsidiary (as designated by the board of directors of the Parent Guarantor, as provided in Section 4.20) and (2) of an Unrestricted Subsidiary. The Ultimate Parent may designate any Subsidiary of the Issuer (including any existing Subsidiary of the Issuer and any newly acquired or newly formed Subsidiary of the Issuer) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Capital Stock or Indebtedness of, or owns or holds any Lien on any property of, a Parent Guarantor or any Subsidiary of a Parent Guarantor (other than any Subsidiary of the Subsidiary to be so designated); *provided* that (a) any Unrestricted Subsidiary must be a Person of which shares of the Capital Stock (including partnership interests) entitled to cast at least a majority of the votes that may be cast by all Capital Stock having ordinary voting power for the election of directors or other governing body are owned, directly or indirectly, by the Issuer; (b) either (I) the Subsidiary to be so designated has total assets of \$1,000 or less or (II) if such Subsidiary has assets greater than \$1,000, such designation would be permitted under Section 4.20; and (c) each of (I) the Subsidiary to be so designated and (II) its Subsidiaries has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender with respect to such Indebtedness has recourse to any of the assets of a Parent Guarantor, the Issuer or any Restricted Subsidiary; *provided, further*, that as of the Issue Date the only Unrestricted Subsidiary shall be Avianca Enterprises LLC, (b) if LifeMiles and any other Subsidiary that operates a Loyalty Program is designated as an Unrestricted Subsidiary, LifeMiles or such other Subsidiary shall nonetheless be considered to be a “Restricted Subsidiary” for purposes of Section 4.08 and 4.21 and Section 4.24 shall apply to LifeMiles or such other Subsidiary notwithstanding such designation as an Unrestricted Subsidiary.

“**USAVflow Facility**” means that certain Loan Agreement, dated as of December 12, 2017, by and among USAVflow Limited, as borrower, certain Subsidiaries of the Company, as guarantors, the lenders party thereto, and Citibank N.A., as administrative agent and collateral agent (as may be amended or supplemented from time to time).

“**V2.0 Plan**” means the Issuer’s business plan as approved by certain lenders of the Issuer and its Subsidiaries prior to the Issue Date.

“**Voting Stock**” means, with respect to any Person, Capital Stock of any class or kind ordinarily having the power to vote for the election of directors, managers or other voting members of the governing body of such Person.

“**Weighted Average Life to Maturity**” means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

Section 1.02 *Rules of Construction.*

(a) For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;

(2) the words “herein,” “hereof and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision;

(3) “or” is not exclusive; and

(4) “including” means including, without limitation;

(5) any reference to an “Article,” a “Section” or an “Exhibit” refers to an Article, a Section or an Exhibit, as the case may be, of this Indenture.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with IFRS.

Section 1.03 *Table of Contents; Headings.* The table of contents and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 1.04 *Form of Documents Delivered to Trustee.* In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate of an Officer of the Company may be based, insofar as it relates to legal matters, upon an opinion of, or representations by, counsel, unless such Officer knows, or in the exercise of reasonable care should know, that the opinion or representations with respect to the matters upon which his or her certificate or opinion is based are erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate of, or representations by, an Officer or Officers of the Company stating that the information with respect to such factual matters is in the possession of the Company, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Section 1.05 *Acts of Holders.*

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee and, where it is hereby expressly required, to the Issuer and the Guarantors. Proof of execution of any such instrument or of a writing appointing any such agent, or the holding by any Person of a Tranche A-[●] Exit Note, shall be sufficient for any purpose of this Indenture and (subject to Section 7.01) conclusive in favor of the Trustee, the Company and the Guarantors, if made in the manner provided in this Section 1.05.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved (1) by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof or (2) in any other manner deemed reasonably sufficient by the Trustee. Where such execution is by or on behalf of any legal entity other than an individual, such certificate or affidavit shall also constitute proof of the authority of the Person executing the same. The authority of the Person executing the same may also be proved in any other manner deemed reasonably sufficient by the Trustee.

(c) The ownership of Tranche A-[●] Exit Notes shall be proved by the register of the Registrar.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Tranche A-[●] Exit Note shall bind every future Holder of the same Tranche A-[●] Exit Note and the Holder of every Tranche A-[●] Exit Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of any action taken, suffered or omitted by the Trustee, the Issuer or the Guarantors in reliance thereon, whether or not notation of such action is made upon such Tranche A-[●] Exit Note.

(e) The Company may set a record date for purposes of determining the identity of Holders entitled to make, give or take any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, or to vote on any action authorized or permitted to be taken by Holders; *provided* that the Company may not set a record date for, and the provisions of this paragraph shall not apply with respect to, the giving or making of any notice, declaration, request or direction referred to in clause (f) below. Unless otherwise specified, if not set by the Company prior to the first solicitation of a Holder made by any Person in respect of any such action, or in the case of any such vote, prior to such vote, any such record date shall be the later of 30 days prior to the first solicitation of such consent or vote or the date of the most recent list of Holders furnished to the Trustee prior to such solicitation or vote. If any record date is set pursuant to this clause (e), the Holders on such record date, and only such Holders, shall be entitled to make, give or take such request, demand, authorization, direction, notice, consent, waiver or other action (including revocation of any action), whether or not such Holders remain Holders after such record date; *provided* that no such action shall be effective hereunder unless made, given or taken on or prior to the applicable Expiration Date by Holders of

the requisite principal amount of Tranche A-[●] Exit Notes, or each affected Holder, as applicable, on such record date. Promptly after any record date is set pursuant to this paragraph, the Company, at its own expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Trustee in writing and to each Holder in the manner set forth in Section 11.02.

(f) The Trustee may set any day as a record date for the purpose of determining the Holders entitled to join in the giving or making of (1) any notice of default under Section 6.01, (2) any declaration of acceleration referred to in Section 6.02 or (3) any direction pursuant to Section 6.07, Section 6.12 or Section 6.13. If any record date is set pursuant to this clause (f), the Holders on such record date, and no other Holders, shall be entitled to join in such notice, declaration, request or direction, whether or not such Holders remain Holders after such record date; *provided* that no such action shall be effective hereunder unless made, given or taken on or prior to the applicable Expiration Date by Holders of the requisite principal amount of Tranche A-[●] Exit Notes or each affected Holder, as applicable, on such record date. Promptly after any record date is set pursuant to this paragraph, the Trustee, at the Company's expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Company and to each Holder in the manner set forth in Section 11.02.

(g) Without limiting the foregoing, a Holder entitled to take any action hereunder with regard to any particular Tranche A-[●] Exit Note may do so with regard to all or any part of the principal amount of such Tranche A-[●] Exit Note or by one or more duly appointed agents, each of which may do so pursuant to such appointment with regard to all or any part of such principal amount. Any notice given or action taken by a Holder or its agents with regard to different parts of such principal amount pursuant to this paragraph shall have the same effect as if given or taken by separate Holders of each such different part.

(h) Without limiting the generality of the foregoing, a Holder, including a Depositary that is the Holder of a Global Note, may make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders, and a Depositary that is the Holder of a Global Note may provide its proxy or proxies to the beneficial owners of interests in any such Global Note through such Depositary's standing instructions and customary practices.

(i) The Company may fix a record date for the purpose of determining the Persons who are beneficial owners of interests in any Global Note held by a Depositary entitled under the procedures of such Depositary, if any, to make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders; *provided* that if such a record date is fixed, only the beneficial owners of interests in such Global Note on such record date or their duly appointed proxy or proxies shall be entitled to make, give or take such request, demand, authorization, direction, notice, consent, waiver or other action, whether or not such beneficial owners remain beneficial owners of interests in such Global Note after such record date. No such request, demand, authorization, direction, notice, consent, waiver or other action shall be effective hereunder unless made, given or taken on or prior to the applicable Expiration Date.

(j) With respect to any record date set pursuant to this Section 1.05, the party hereto that sets such record date may designate any day as the “**Expiration Date**” and from time to time may change the Expiration Date to any earlier or later day; *provided* that no such change shall be effective unless notice of the proposed new Expiration Date is given to the other party hereto in writing, and to each Holder of Tranche A-[●] Exit Notes in the manner set forth in Section 11.02, on or prior to both the existing and the new Expiration Date. If an Expiration Date is not designated with respect to any record date set pursuant to this Section 1.05, the party hereto which set such record date shall be deemed to have initially designated the 90th day after such record date as the Expiration Date with respect thereto, subject to its right to change the Expiration Date as provided in this clause (j).

ARTICLE 2 THE TRANCHE A-[●] EXIT NOTES

Section 2.01 *Form and Dating.* The Tranche A-[●] Exit Notes and the Trustee’s certificate of authentication shall be substantially in the form of Tranche A-[●] Exit Note set forth in Exhibit A, which is hereby incorporated in and expressly made a part of this Indenture. The Tranche A-[●] Exit Notes may have such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have such letters, numbers or other marks of identification and such notations, legends or endorsements as may be required to comply with any law, stock exchange rule, agreement to which the Company is subject, if any, or usage, *provided* that any such notation, legend or endorsement is in a form acceptable to the Company.

The Tranche A-[●] Exit Notes shall be printed, lithographed or engraved or produced by any combination of these methods or may be produced in any other manner permitted by the rules of any stock exchange on which the Tranche A-[●] Exit Notes may be listed, if any, all as determined by the Officers executing such Tranche A-[●] Exit Notes, as evidenced by their execution of such Tranche A-[●] Exit Notes.

Section 2.02 *Execution, Authentication and Delivery.*

(a) An Officer of the Issuer shall sign the Tranche A-[●] Exit Notes for the Issuer by manual, PDF or facsimile signature.

(1) If an Officer whose signature is on a Tranche A-[●] Exit Note no longer holds that office at the time the Trustee authenticates the Tranche A-[●] Exit Note, the Tranche A-[●] Exit Note shall be valid nevertheless.

(2) A Tranche A-[●] Exit Note shall not be valid until an authorized signatory of the Trustee or an authenticating agent manually signs the certificate of authentication on the Tranche A-[●] Exit Note upon Company Order. Such signature shall be conclusive evidence that the Tranche A-[●] Exit Note has been authenticated under this Indenture. Such Company Order shall specify the amount of the Tranche A-[●] Exit Notes to be authenticated and the date on which the original issue of Tranche A-[●] Exit Notes is to be authenticated.

(3) On the Issue Date, the Trustee or an Authenticating Agent shall authenticate and deliver the Initial Tranche A-[●] Exit Notes and, at any time and from time to time thereafter,

any Additional Tranche A-[●] Exit Notes for original issue as set forth in Section 2.14, in each case upon a Company Order.

(4) The Tranche A-[●] Exit Notes shall be issued in fully registered form without coupons attached in minimum denominations of U.S.\$1,000 and integral multiples of U.S.\$1.00 in excess thereof (each, an “**Authorized Denomination**”).

(b) The Trustee may appoint an authenticating agent, with a copy of such appointment to the Company, to authenticate the Tranche A-[●] Exit Notes (the “**Authenticating Agent**”). Unless limited by the terms of such appointment, an Authenticating Agent may authenticate Tranche A-[●] Exit Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by an Authenticating Agent. An Authenticating Agent has the same rights as the Registrar or any Transfer Agent or Paying Agent or agent for service of notices and demands.

Section 2.03 *Transfer Agent, Registrar and Paying Agent.* (a) The Issuer shall maintain an office or agency where Tranche A-[●] Exit Notes may be presented for registration of transfer or for exchange (the “**Registrar**”) and an office or agency where Tranche A-[●] Exit Notes may be presented for payment. The Registrar shall keep a register of the Tranche A-[●] Exit Notes and of their transfer and exchange. The Company may have one or more co-registrars and one or more additional paying agents, or transfer agents. The term “Paying Agent” includes any additional paying agent. The term “Registrar” includes any additional Registrar or co-registrar. The Issuer shall maintain a Paying Agent and Transfer Agent with offices in the United States.

(b) [Reserved].

(c) The Issuer shall enter into an appropriate agency agreement with any Registrar, Paying Agent or co-registrar not a party to this Indenture, which shall implement the provisions of this Indenture that relate to such agent. The Issuer shall notify the Trustee of the name and address of any such agent. If the Issuer fails to maintain a Registrar, Paying Agent or Transfer Agent, in the United States, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.06. The Company or any Restricted Subsidiary may act as Paying Agent, Registrar, co-registrar or Transfer Agent. The Company initially appoints Wilmington Savings Fund Society, FSB as Registrar, Paying Agent and Transfer Agent in connection with this Indenture and the Tranche A-[●] Exit Notes.

Section 2.04 *Paying Agent to Hold Money in Trust.* By 3:00 P.M. New York time no later than one Business Day prior to each Payment Date on any Tranche A-[●] Exit Note, the Issuer shall deposit with the Principal Paying Agent in immediately available funds a sum sufficient to pay such principal and interest when so becoming due (including any Additional Amounts). The Issuer shall request that the bank through which such payment is to be made agree to supply to the Principal Paying Agent by 10:00 A.M. (New York time) two Business Days prior to the due date from any such payment an confirmation (by facsimile) of its intention to make such payment. The Issuer shall require each Paying Agent (other than the Trustee) to agree in writing that such Paying Agent shall hold in trust, for the benefit of Holders or the Trustee, all money held by such Paying Agent for the payment of principal and interest on the Tranche A-[●] Exit Notes and shall notify the Trustee of any default by the Issuer in making any such payment. The Issuer at any time may

require a Paying Agent to pay all money held by it to the Principal Paying Agent and to account for any funds disbursed by it. Upon complying with this Section 2.04, the Paying Agent shall have no further liability for the money delivered to the Trustee.

Each payment in full of principal, redemption amount, Additional Amounts or interest payable under the Tranche A-[●] Exit Notes and this Indenture in respect of any Tranche A-[●] Exit Note made by or on behalf of the Issuer or a Guarantor to or to the order of the Trustee in the manner specified herein or in the Tranche A-[●] Exit Notes on the date due shall be valid and effective to satisfy and discharge the obligation of the Issuer or such Guarantor, as the case may be, to make payment of principal, redemption amount, Additional Amounts or interest payable hereunder and under the Tranche A-[●] Exit Notes on such date, *provided, however*, that the liability of the Trustee hereunder shall not exceed any amounts paid to it by the Company or such Guarantor, as the case may be, or held by it, on behalf of the Holders hereunder.

Section 2.05 *Holder Lists.* The Trustee shall preserve in as current a form as is reasonably practicable, the most recent list available to it of the names and addresses of Holders. If the Trustee is not the Registrar, the Issuer shall furnish to the Trustee in writing, at least ten Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders and the Trustee shall be permitted to fully rely with no liability therefor on the most recent list so provided.

Section 2.06 *Transfer and Exchange.*

(a) Interests in the Regulation S Global Note and the Restricted Global Note shall be exchangeable or transferable, as the case may be, for physical delivery of definitive certificated Tranche A-[●] Exit Notes (“**Certificated Notes**”) if (i) DTC notifies the Company that it is unwilling or unable to continue as depository for such Global Note, or DTC ceases to be a “clearing agency” registered under the Exchange Act, and a successor depository is not appointed by the Company within 90 days, or (ii) an Event of Default has occurred and is continuing with respect to such Tranche A-[●] Exit Notes and a Holder has so requested in writing, *provided* that such transfer or exchange is made in accordance with the provisions of this Indenture and the Applicable Procedures and *provided further* that in no event shall the Regulation S Temporary Global Note be exchanged for Certificated Notes prior to (i) the expiration of the Restricted Period and (ii) the receipt by the Registrar of any certificates required under the provisions of Regulation S.

Upon receipt of notice by DTC or the Trustee, as the case may be, regarding the occurrence of any of the events described in the preceding paragraph, the Company shall use its best efforts to make arrangements with DTC for the exchange of interests in the Global Notes for individual Certificated Notes, and cause the requested individual Certificated Notes to be executed and delivered to the Trustee in sufficient quantities and authenticated by the Trustee for delivery to Holders. In the case of Certificated Notes issued in exchange for the Restricted Global Note, such Certificated Notes shall bear the Securities Act Legend. Upon the registration of transfer, exchange or replacement of Tranche A-[●] Exit Notes bearing such Securities Act Legend, or upon specific request for removal of the Securities Act Legend on a Tranche A-[●] Exit Note, the Company shall deliver only Tranche A-[●] Exit Notes that bear such Securities Act Legend, or shall refuse to remove such Securities Act Legend, as the case may be, unless there is delivered to the Company

a certificate in the form of Exhibit D or Exhibit E, as the case may be, or such satisfactory evidence as may reasonably be required by the Company, which may include an Opinion of Counsel, that neither the Securities Act Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act. The Trustee shall exchange a Tranche A-[●] Exit Note bearing the Securities Act Legend for a Tranche A-[●] Exit Note not bearing such Securities Act Legend only if it has been directed to do so in writing by the Company, upon which direction it may conclusively rely with no liability therefor.

(b) On or prior to the 40th day after the Issue Date, transfers by a DTC participant which is an owner of a beneficial interest in the Regulation S Global Note to a transferee who takes delivery of such interest through the Restricted Global Note shall be made only in Authorized Denominations in accordance with the Applicable Procedures and upon receipt by the Trustee or Transfer Agent of a written certification from the transferor of the beneficial interest in the form of Exhibit E to the effect that such transfer is being made to a Person who the transferor reasonably believes is a “qualified institutional buyer” within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. After such 40th day, such certification requirement shall no longer apply to such transfers.

(c) Transfers by a Holder of a Certificated Note bearing the Securities Act Legend or by a DTC participant of a beneficial interest in the Restricted Global Note to a transferee who takes delivery of such interest through the Regulation S Global Note or in the form of a Certificated Note not bearing the Securities Act Legend shall be made only in Authorized Denominations upon receipt by the Trustee or Transfer Agent of a written certification from the transferor in the form of Exhibit D to the effect that such transfer is being made in accordance with Regulation S.

Beneficial interests in the Global Notes shall be shown on, and transfers thereof shall be effected only through records maintained by DTC and its direct and indirect participants, including Euroclear and Clearstream.

Transfers between participants in DTC shall be effected in the ordinary way in accordance with the Applicable Procedures and shall be settled in DTC’s Same Day Funds Settlement System and secondary market trading activity in such Tranche A-[●] Exit Notes shall therefore settle in immediately available funds. There can be no assurance as to the effect, if any, of settlements in immediately available funds on trading activity in the Tranche A-[●] Exit Notes. Transfers between participants in Euroclear and Clearstream shall be effected in the ordinary way in accordance with Applicable Procedures.

(d) Certificated Notes may be exchanged or transferred in whole or in part in the principal amount of Authorized Denominations by surrendering such Certificated Notes at the applicable Corporate Trust Office of the Trustee or any Transfer Agent with a written instrument of transfer as provided in this Indenture in the form of Exhibit B hereto duly executed by the Holder thereof or his attorney duly authorized in writing.

In exchange for any Certificated Note properly presented for transfer, the Trustee shall promptly authenticate and deliver or cause to be authenticated and delivered at the applicable Corporate Trust Office, to the transferee, or send by mail (at the risk of the transferee) to such

address as the transferee may request, a Certificated Note or Tranche A-[●] Exit Notes, as the case may require, registered in the name of such transferee, for the same aggregate principal amount as was transferred. In the case of the transfer of any Certificated Note in part, the Trustee shall also promptly authenticate and deliver or cause to be authenticated and delivered at the applicable Corporate Trust Office, to the transferor, or send by mail (at the risk of the transferor) to such address as the transferor may request, a Certificated Note or Tranche A-[●] Exit Notes, as the case may require, registered in the name of such transferor, for the aggregate principal amount that was not transferred. No transfer of any Tranche A-[●] Exit Notes shall be made unless the request for such transfer is made by the registered Holder or his attorney duly authorized in writing at the applicable Corporate Trust Office and is accompanied by a completed instrument of transfer in the form of Exhibit C attached to the Tranche A-[●] Exit Note presented for transfer.

(e) Transfer, registration and exchange of any Tranche A-[●] Exit Note or Tranche A-[●] Exit Notes shall be permitted and executed as provided in this Section 2.07 without any charge to the Holder of any such Tranche A-[●] Exit Note or Tranche A-[●] Exit Notes other than any taxes or governmental charges or insurance charges payable on transfers or any expenses of delivery by other than regular mail, but subject to such reasonable regulations as the Company, the Registrar and the Trustee may prescribe.

The costs and expenses of effecting any exchange or registration of transfer pursuant to the foregoing provisions, except for the expense of delivery by other than regular mail (if any) and except for the payment of a sum sufficient to cover any tax or other governmental charges or insurance charges that may be imposed in relation thereto, shall be borne by the Company.

All Certificated Notes issued upon any exchange or registration of transfer of Tranche A-[●] Exit Notes shall be valid obligations of the Company, evidencing the same debt, and entitled to the same benefits, as the Tranche A-[●] Exit Notes surrendered upon exchange or registration of transfer.

(f) The Trustee or the Transfer Agent shall effect transfers of Global Notes and Certificated Notes. In addition, the Registrar shall keep a register of the Tranche A-[●] Exit Notes and their ownership, exchange and transfer. The Transfer Agent shall give prompt notice to the Registrar and the Registrar shall likewise give prompt notice to the Trustee of any exchange or registration of transfer of such Tranche A-[●] Exit Notes. Neither the Trustee nor any Transfer Agent shall register the exchange or the transfer of any Global Note or Certificated Note (or any portion of a Certificated Note) during the period of 15 days ending on the Record Date. The Trustee shall give prompt notice to the Company of any replacement, transfer, cancellation or destruction of the Tranche A-[●] Exit Notes.

(g) Upon any such exchange or registration of transfer of all or a portion of any Global Note for a Certificated Note or an interest in either the Restricted Global Note or the Regulation S Global Note for an interest in the other Global Note, the Global Note to be so exchanged shall be marked to reflect the reduction of its principal amount by the aggregate principal amount of such Certificated Note or the interest to be so exchanged for an interest in a Regulation S Global Note or a Restricted Global Note, as the case may be. Until so exchanged in full, the Tranche A-[●] Exit Note shall in all respects be entitled to the same benefits under this Indenture as the Tranche A-[●] Exit Notes authenticated and delivered hereunder.

Section 2.07 *Replacement Notes*. If any Tranche A-[●] Exit Note at any time becomes mutilated, defaced, destroyed, stolen or lost, such Tranche A-[●] Exit Note may be replaced at the cost of the applicant (including reasonable legal fees of the Issuer, the Trustee, the Transfer Agent, the Registrar and the Paying Agents) at the office of the Trustee or any Transfer Agent, upon provision of, in the case of destroyed, stolen, mutilated or defaced beyond clear identification or lost Tranche A-[●] Exit Notes, evidence satisfactory to the Trustee, the Transfer Agent, the Registrar, the Paying Agents and the Issuer that such Tranche A-[●] Exit Note was destroyed, stolen, mutilated or defaced beyond clear identification or lost, together with such indemnity and/or security as the Trustee and the Issuer may require. Mutilated or defaced Tranche A-[●] Exit Notes must be surrendered before replacements shall be issued.

Each Tranche A-[●] Exit Note authenticated and delivered in exchange for or in lieu of any such Tranche A-[●] Exit Note shall carry rights to accrued and unpaid interest and to interest to accrue equivalent to the rights that were carried by such Tranche A-[●] Exit Note before such Tranche A-[●] Exit Note was mutilated, defaced, destroyed, stolen or lost.

Every replacement Tranche A-[●] Exit Note is an additional obligation of the Issuer and shall be entitled to the benefits of this Indenture.

Section 2.08 *Temporary Notes*. Subject to the provisions of Section 2.07(a), until Certificated Notes are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Tranche A-[●] Exit Notes. Temporary Notes shall be substantially in the form of Certificated Notes but may have variations that the Company considers appropriate for temporary Tranche A-[●] Exit Notes. As necessary, the Company shall prepare and the Trustee shall authenticate Certificated Notes and deliver them in exchange for temporary Tranche A-[●] Exit Notes at the office or agency of the Company or the Trustee, without charge to the Holder. Until so exchanged, the temporary Tranche A-[●] Exit Notes shall be entitled to the same benefits under this Indenture as Certificated Notes.

Section 2.09 *Cancellation*. The Issuer at any time may deliver Tranche A-[●] Exit Notes to the Trustee for cancellation. The Transfer Agent and the Paying Agent shall forward to the Trustee, if they are not the same person, any Tranche A-[●] Exit Notes surrendered to them for transfer, exchange or payment. The Trustee or a Paying Agent and no else shall cancel, and the Trustee shall destroy, in each case, in accordance with its customary procedures all Tranche A-[●] Exit Notes surrendered for transfer, exchange, payment or cancellation and, if so destroyed, upon written instruction from the Issuer, deliver a certificate of such destruction to the Issuer unless the Issuer direct the Trustee in writing to deliver cancelled Tranche A-[●] Exit Notes to the Issuer. The Issuer may not issue new Tranche A-[●] Exit Notes to replace Notes they have redeemed, paid or delivered to the Trustee for cancellation, which shall not prohibit the Issuer from issuing any Additional Tranche A-[●] Exit Notes. A Tranche A-[●] Exit Note does not cease to be outstanding because the Issuer, the Guarantors or any of their Affiliates holds such Tranche A-[●] Exit Note, except that such Tranche A-[●] Exit Notes will not be deemed to be Outstanding for voting purposes pursuant to and in accordance with the definition of “Outstanding” in Section 1.01.

Section 2.10 *Defaulted Interest*. If the Issuer default in a payment of interest on the Tranche A-[●] Exit Notes, the Issuer shall pay the defaulted interest (plus interest on such defaulted interest to the extent lawful) in any lawful manner not inconsistent with the requirements of any

stock exchange on which the Tranche A-[●] Exit Notes may be listed, and upon such notice as may be required by such exchange, if, after written notice given by the Issuer to the Trustee of the proposed payment pursuant to this Section 2.11, such manner of payment shall be deemed practicable by the Trustee.

The Issuer may pay the defaulted interest to the Persons who are Holders on a subsequent special record date, which date shall be at least five Business Days prior to the payment date of such defaulted interest. The Issuer shall fix or cause to be fixed any such special record date and payment date, and, at least 15 days before any such special record date, the Issuer shall deliver to each Holder, with a copy to the Trustee, a notice that states the special record date, the payment date and the amount of defaulted interest to be paid.

Section 2.11 CUSIP and ISIN Numbers The Issuer, in issuing the Tranche A-[●] Exit Notes, may use CUSIP and ISIN numbers (if then generally in use) and, if so, the Trustee shall use CUSIP and ISIN numbers in notices as a convenience to Holders; *provided, however*, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Tranche A-[●] Exit Notes or as contained in any notice and that reliance may be placed only on the other identification numbers printed on the Tranche A-[●] Exit Notes, and any such notice shall not be affected by any defect in or omission of such numbers. The Issuer shall promptly notify the Trustee in writing of any change in CUSIP or ISIN numbers.

Section 2.12 Open Market Purchases. The Issuer or any of its Affiliates may at any time purchase Tranche A-[●] Exit Notes in the open market or otherwise at any agreed upon price. Any such purchased Tranche A-[●] Exit Notes shall not be resold, except in compliance with applicable requirements or exemptions under the relevant securities laws. Any such resold notes will have a separate CUSIP number unless they are fungible with the outstanding Tranche A-[●] Exit Notes for U.S. federal income tax purposes.

Section 2.13 Issuance of Additional Tranche A-[●] Exit Notes. The Issuer may, from time to time, without notice to or the consent of the Holders of the Tranche A-[●] Exit Notes, create and issue Additional Tranche A-[●] Exit Notes in an unlimited aggregate principal amount having the same terms and conditions as the Initial Tranche A-[●] Exit Notes in all respects, except for issue date, issue price and the first payment of interest thereon. Additional Tranche A-[●] Exit Notes issued in this manner shall form a single series with the previously outstanding Tranche A-[●] Exit Notes and shall vote together as one class on all matters with respect to the Tranche A-[●] Exit Notes; *provided* that the Additional Tranche A-[●] Exit Notes will have a separate CUSIP number unless the Tranche A-[●] Exit Notes and the Additional Tranche A-[●] Exit Notes are fungible for U.S. federal income tax purposes. Unless the context otherwise requires, for all purposes of this Indenture and the Tranche A-[●] Exit Notes, references to the Tranche A-[●] Exit Notes include any Additional Tranche A-[●] Exit Notes actually issued.

ARTICLE 3
REDEMPTION

Section 3.01 *Redemption.*

(a) On or after December 1, 202[3]³, the Tranche A-[●] Exit Notes will be redeemable, at the option of the Company, in whole or in part, at the Redemption Prices (expressed as a percentage of the principal amount to be redeemed), during the 12-month periods specified below:

<u>Period</u>	<u>Redemption Price</u>
On or after December 1, 202[3] ⁴ but prior to December [1], 202[4] ⁵ .	[102.000] ⁶ %
On or after December 1, 202[4] ⁷ but prior to December [1], 202[5] ⁸ .	[101.000] ⁹ %
On or after December 1, 202[5] ¹⁰	100.000%

plus any accrued but unpaid interest and Additional Amounts, if any, to, but not including, the Redemption Date.

(b) At any time prior to December 1, 202[3]¹¹, the Issuer may redeem any of the Tranche A-[●] Exit Notes (including any Additional Tranche A-[●] Exit Notes issued after the Issue Date) in whole at any time or in part from time to time, at its option, at a “make-whole” redemption price equal to the greater of (1) 100% of the principal amount of such Notes to be redeemed and (2) the sum of the present values at such Redemption Date of (i) the redemption price of the Tranche A-[●] Exit Notes on December 1, 202[3]¹² plus (ii) all required interest payments on the Tranche A-[●] Exit Notes through December 1, 202[3]¹³ (excluding accrued but unpaid interest to the date of redemption), discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 50 basis points; *plus*, in each case, any accrued and unpaid interest and Additional Amounts, if any, on such Notes to (but excluding) the Redemption Date. For the avoidance of doubt, the Issuer shall

³ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

⁴ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

⁵ Date to correspond to third anniversary of Emergence Date, in case of A-2 Notes and fourth anniversary of Emergence Date, in case of A-1 Notes.

⁶ 104.500% in case of A-1 Notes

⁷ Date to correspond to third anniversary of Emergence Date, in case of A-2 Notes and fourth anniversary of Emergence Date, in case of A-1 Notes.

⁸ Date to correspond to fourth anniversary of Emergence Date, in case of A-2 Notes and fifth anniversary of Emergence Date, in case of A-1 Notes.

⁹ 102.250% in case of A-1 Notes

¹⁰ Date to correspond to fourth anniversary of Emergence Date, in case of A-2 Notes and fifth anniversary of Emergence Date, in case of A-1 Notes.

¹¹ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

¹² Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

¹³ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

be responsible for calculating the make-whole premium and the Trustee shall have no obligation to confirm or verify any such calculation.

(c) Notwithstanding the foregoing, at any time and from time to time prior to December 1, 202[3]¹⁴, upon notice in accordance with Section 3.03, the Company may redeem in the aggregate up to 35.0% of the aggregate principal amount of the Tranche A-[●] Exit Notes (calculated after giving effect to the issuance of any Additional Notes) with an amount equal to the net cash proceeds of (x) one or more Equity Offerings or offerings of bona fide convertible debt by the Ultimate Parent (or by any Parent Entity, to the extent the net cash proceeds therefrom are contributed to the Ultimate Parent or used to purchase Capital Stock (other than Disqualified Capital Stock) of the Ultimate Parent), at a Redemption Price (expressed as a percentage of the principal amount thereof) equal to 104.500%, or (y) the incurrence of unsecured Indebtedness by the Company, at a Redemption Price (expressed as a percentage of the principal amount thereof) equal to 109.000%, in each case *plus* accrued and unpaid interest, if any, to (but not including) the Redemption Date.

(d) If as a result of any change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, or any amendment to or change in an official interpretation, administration or application of such laws or any regulations or rules (including a holding by a court of competent jurisdiction), which change or amendment becomes effective or, in the case of a change in official position, is announced on or after the Issue Date or on or after the date a successor to the Issuer or the relevant Guarantor assumes its obligations under the Tranche A-[●] Exit Notes, the Issuer, such Guarantor or any successor to the Issuer or such Guarantor has or will become obligated to pay Additional Amounts pursuant to Section 4.05, then the Issuer or any Guarantor, or any successor to the Issuer or such Guarantor, may, at its option, redeem all, but not less than all, of the Tranche A-[●] Exit Notes, at a Redemption Price equal to 100% of their principal amount, together with accrued and unpaid interest to the date fixed for redemption, upon publication of irrevocable notice not less than 30 days nor more than 60 days prior to the date fixed for redemption. For the avoidance of doubt, neither the Issuer nor any Guarantor, nor any successor to the Issuer or such Guarantor, shall have the right to so redeem the Tranche A-[●] Exit Notes pursuant to this Section 3.01(d) unless it is or will become obligated to pay Additional Amounts. Notwithstanding the foregoing, the Issuer and any Guarantor, or any such successor shall not have the right to so redeem the Tranche A-[●] Exit Notes unless it has taken reasonable measures to avoid the obligation to pay Additional Amounts. For the avoidance of doubt, reasonable measures do not include changing the jurisdiction of incorporation of the Issuer or any successor to the Issuer or the jurisdiction of organization of a Guarantor or any successor to a Guarantor.

In the event that the Issuer or any successor to the Issuer, or a Guarantor or any successor to such Guarantor, elects to so redeem the Tranche A-[●] Exit Notes, it will deliver to the Trustee: (1) a certificate, signed in the name of the Issuer or any successor to the Issuer, or such Guarantor or successor to such Guarantor, by any two of its executive officers or by its attorney in fact in accordance with its bylaws, stating that the Issuer or any successor to the Issuer, or such Guarantor or successor to such Guarantor, is entitled to redeem the Tranche A-[●] Exit Notes pursuant to

¹⁴ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

their terms and setting forth a statement of facts showing that the condition or conditions precedent to the right of the Issuer or any successor to the Issuer, or such Guarantor or successor to such Guarantor, to so redeem have occurred or been satisfied; and (2) an opinion of independent tax counsel of recognized standing to the effect that (i) the Issuer, a Guarantor or any successor to the Issuer or such Guarantor has or will become obligated to pay Additional Amounts, and (ii) such obligation is the result of a change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, as described above. The Trustee shall accept, and will be entitled to fully rely with no liability therefor on, the certificate and opinion described in (1) and (2) of the preceding sentence as sufficient evidence of the satisfaction of the conditions precedent described therein, without further inquiry, in which event such certificate or opinion shall be conclusive and binding on the Holders.

Section 3.02 Notice to Trustee. If the Issuer elects to redeem Tranche A-[●] Exit Notes pursuant to Section 3.01 hereof, it shall notify the Trustee in writing of the Redemption Date and the Redemption Price. The Issuer shall give each notice provided for in this Section 3.02 in an Officers' Certificate (including the information required by Section 3.03) at least five Business Days before notice of redemption is required to be sent to the applicable Holders pursuant to Section 3.03 (unless a shorter period shall be satisfactory to the Trustee).

Section 3.03 Notice of Redemption by the Issuer. In the case of redemption of Tranche A-[●] Exit Notes pursuant to Section 3.01, the notice of redemption provided to the Trustee pursuant to Section 3.02 shall be distributed at least 15 but not more than 60 days before the Redemption Date to each Holder of any Tranche A-[●] Exit Note to be redeemed by first- class mail. A notice of redemption may be subject to one or more conditions precedent, which shall be stated in the redemption notice.

The notice shall state:

- (1) the Redemption Date;
- (2) the Redemption Price;
- (3) the name and address of the Paying Agents;
- (4) that Tranche A-[●] Exit Notes called for redemption must be surrendered to a Paying Agent to collect the Redemption Price;
- (5) that, unless the Company defaults in making such redemption payment or the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture, interest on Tranche A-[●] Exit Notes called for redemption ceases to accrue on and after the Redemption Date;
- (6) the section of this Indenture pursuant to which the Tranche A-[●] Exit Notes called for redemption are being redeemed;
- (7) any conditions precedent to the redemption of the Tranche A-[●] Exit Notes;

(8) the CUSIP or ISIN number, if any; and

(9) that no representation is made as to the correctness or accuracy of the CUSIP or ISIN number, if any, listed in such notice or printed on the Tranche A-[●] Exit Notes.

At the Company's request (which request may be revoked by the Company at any time prior to the time at which the Trustee shall have given such notice to the Holders), made in writing to the Trustee as described in Section 3.02, the Trustee shall give the notice of redemption in the name and at the expense of the Company reflecting the information provided by the Company. If, however, the Company gives such notice to the Holders, the Company shall concurrently deliver to the Trustee an Officers' Certificate stating that such notice has been given.

Section 3.04 Deposit of Redemption Price. By 3:00 P.M. New York time no later than one Business Day prior to the Redemption Date, the Company shall deposit with the Principal Paying Agent money sufficient to pay the Redemption Price of and accrued and unpaid interest on the Tranche A-[●] Exit Notes other than Tranche A-[●] Exit Notes that have been delivered by the Company to the Trustee at least 15 days prior to the Redemption Date for cancellation. The Company shall request that the bank through which such payment is to be made agree to supply to the Principal Paying Agent by 10:00 A.M. (New York time) two Business Days prior to the due date from any such payment a confirmation (by facsimile) of its intention to make such payment.

Section 3.05 Effect of Redemption. If the Company complies with the provisions of Section 3.03 and Section 3.04, on and after the Redemption Date, interest shall cease to accrue on the Tranche A-[●] Exit Notes or the portions of Tranche A-[●] Exit Notes called for redemption. Upon surrender of any such Tranche A-[●] Exit Note for redemption in accordance with such notice, such Tranche A-[●] Exit Note shall be paid by the Company at the Redemption Price, together with accrued and unpaid interest, if any, to, but not including, the Redemption Date; *provided, however,* that installments of interest whose Interest Payment Date is on or prior to the Redemption Date shall be payable to the Holders of such Tranche A-[●] Exit Notes registered as such at the close of business on the relevant Record Dates according to their terms.

If any Tranche A-[●] Exit Note to be redeemed shall not be so paid upon surrender thereof in accordance with the Company's instructions for redemption, the principal shall, until paid, bear interest from the Redemption Date at the rate borne by the Tranche A-[●] Exit Notes. Upon such surrender to the Paying Agent, such Tranche A-[●] Exit Notes shall be paid at the applicable Redemption Price, plus accrued and unpaid interest to, but not including, the Redemption Date; *provided, however,* that installments of interest payable on or prior to the Redemption Date shall be payable to the Holders of such Tranche A-[●] Exit Notes registered as such at the close of business on the relevant Record Date according to their terms.

Section 3.06 Selection of Tranche A-[●] Exit Notes to be Redeemed. If less than all of the outstanding Tranche A-[●] Exit Notes are to be redeemed, if the Tranche A-[●] Exit Notes are held through a depository, the Tranche A-[●] Exit Notes will be selected for redemption pursuant to the procedures of the applicable depository or, if the Tranche A-[●] Exit Notes are held in definitive registered form, the Trustee will select the Tranche A-[●] Exit Notes to be redeemed in principal amounts of U.S.\$1,000 and integral multiples of U.S.\$1.00 in excess thereof. In the latter

case, the Trustee may select the Tranche A-[●] Exit Notes by lot, pro rata or by any other method the Trustee considers fair and appropriate.

Section 3.07 *Notes Redeemed In Part.* Upon surrender of a Tranche A-[●] Exit Note that is redeemed in part, the Company shall execute and the Trustee shall authenticate for the Holder thereof (at the Company's expense) a new Tranche A-[●] Exit Note, equal in a principal amount to the unredeemed portion of the Tranche A-[●] Exit Note surrendered; *provided* that each new Tranche A-[●] Exit Note shall be in a principal amount of U.S.\$1,000 or an integral multiple of U.S.\$1.00 in excess thereof.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to redemption of Tranche A-[●] Exit Notes shall relate, in the case of any Tranche A-[●] Exit Note redeemed or to be redeemed only in part, to the portion of the principal amount of such Tranche A-[●] Exit Note which has been or is to be redeemed.

ARTICLE 4 COVENANTS

Section 4.01 *Payment of Principal and Interest under the Tranche A-[●] Exit Notes.* The Issuer shall punctually pay the principal of and interest on the Tranche A-[●] Exit Notes on the dates and in the manner provided in the Tranche A-[●] Exit Notes. Principal and interest (including any Additional Amounts) shall be considered paid on the date due if by 3:00 P.M. New York time no later than one Business Day prior to such Payment Date to the Principal Paying Agent holds in accordance with this Indenture money sufficient to pay all principal, premium, if any, and interest (including Additional Amounts) due on such Payment Date.

The Issuer shall pay interest on overdue principal or installments of interest, to the extent lawful, at the rate borne by the Tranche A-[●] Exit Notes.

No interest shall be payable hereunder in excess of the maximum rate permitted by applicable law.

Section 4.02 *Maintenance of Office or Agency.* The Issuer shall maintain, in each place of payment for the Tranche A-[●] Exit Notes, an office or agency where Tranche A-[●] Exit Notes may be presented or surrendered for payment and where notices and demands to or upon the Issuer in respect of the Tranche A-[●] Exit Notes and this Indenture may be served. The Corporate Trust Office of the Trustee shall be such office or agency of the Issuer, unless the Issuer shall designate and maintain some other office or agency for one or more of such purposes. The Issuer shall give prompt written notice to the Trustee of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Issuer hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

Section 4.03 *Money for Note Payments to Be Held in Trust.* If the Issuer shall at any time act as Paying Agent, it shall, on or before each due date of principal of or interest on any of the Tranche A-[●] Exit Notes, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal and interest so becoming due until such sums shall be paid to

such Persons or otherwise disposed of as herein provided and shall promptly notify the Trustee of its action or failure so to act.

Whenever the Issuer shall have one or more Paying Agents for the Tranche A-[●] Exit Notes, it shall, on or before each due date of principal of or interest on any Tranche A-[●] Exit Notes, irrevocably deposit with a Paying Agent a sum sufficient to pay such principal and interest so becoming due, such sum to be held in trust for the benefit of the Persons entitled to such principal or interest, and the Issuer shall promptly notify the Trustee in writing of such action or any failure so to act.

Each Paying Agent other than the Trustee, subject to the provisions of this Section 4.03, shall:

(1) hold all sums held by it for the payment of principal of or interest on Tranche A-[●] Exit Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as set forth herein; *provided, however*, such sums need not be segregated from other funds held by it, except as required by law;

(2) give the Trustee written notice of any Default by the Issuer (or any other obligor upon the Tranche A-[●] Exit Notes) in the making of any payment of principal or interest; and

(3) at any time during the continuance of any such Default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Principal Paying Agent hereby agrees with the Issuer to act as Principal Paying Agent in accordance with this Section 4.03. The Issuer shall cause each other Paying Agent to execute and deliver an instrument in which such Paying Agent shall agree with the Issuer to act as a Paying Agent in accordance with this Section 4.03.

The Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Issuer or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Issuer or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such sums.

Any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of principal of or interest on any Tranche A-[●] Exit Note and remaining unclaimed for two years after such principal or interest has become due and payable shall be paid to the Company at the request of the Company, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Tranche A-[●] Exit Note shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

On or prior to the date hereof, the Principal Paying Agent is authorized and directed to establish and maintain, in the name of the Trustee, for the benefit of the Holders, a payment

account. Amounts on deposit in such account shall be held uninvested. The Principal Paying Agent is authorized to make payments from such account as described in this Indenture.

Section 4.04 *Maintenance of Corporate Existence.* Each Parent Guarantor, the Issuer and each Guarantor shall maintain in effect its corporate existence and all registrations necessary therefor except to the extent the Ultimate Parent or the Company in good faith determine that the failure to do so is in the best interest of the Ultimate Parent or the Company and would not have a material adverse effect on the ability of the Parent Guarantors, the Issuer and the Guarantors, taken as a whole, to perform their payment obligations under the Tranche A-[●] Exit Notes, *provided* that these restrictions shall not prohibit any transactions not prohibited by Article 5.

Section 4.05 *Payment of Additional Amounts.*

(a) All payments by the Issuer in respect of the Tranche A-[●] Exit Notes and the Guarantors in respect of the Tranche A-[●] Exit Note Guarantees will be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments, or other governmental charges of a similar nature imposed or levied by or on behalf of the United Kingdom, or any other jurisdiction in which the Issuer or Guarantors are organized, resident for tax purposes or through which payments are made or deemed made in respect of the Tranche A-[●] Exit Notes or the Tranche A-[●] Exit Note Guarantees, or any authority therein or thereof having the power to tax or, following any merger, consolidation, spin-off, transfer, liquidation, winding-up, dissolution or assumption of obligations that is permitted herein, the jurisdiction in which the resulting, surviving or transferee Person is organized or resident for tax purposes or through which payments are made or deemed made in respect of the Tranche A-[●] Exit Notes or the Tranche A-[●] Exit Note Guarantees, or, in each case, any political subdivision thereof or taxing authority therein (any of the aforementioned being a “**Taxing Jurisdiction**”), unless the Issuer, Guarantors or any Paying Agent are compelled by law to deduct or withhold such taxes, duties, assessments, or similar governmental charges. In such event, the Issuer, Guarantors or Paying Agent, as applicable, will make such deduction or withholding, make payment of the amount so withheld to the appropriate Governmental Authority and the Issuer or Guarantor shall pay such Additional Amounts as may be necessary to ensure that the net amounts receivable by Holders of Tranche A-[●] Exit Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would have been receivable in respect of the Tranche A-[●] Exit Notes in the absence of such withholding or deduction (“**Additional Amounts**”).

Notwithstanding the foregoing, no such Additional Amounts shall be payable:

(1) to, or to a third party on behalf of, a Holder who is liable for such taxes, duties, assessments or similar governmental charges in respect of such Tranche A-[●] Exit Note by reason of the existence of any present or former connection between such Holder or beneficial owner (or between a fiduciary, settlor, beneficiary, member or shareholder of or possessor of power over the relevant Holder or beneficial owner, if such Holder or beneficial owner is an estate, a trust, a partnership, or a corporation) and the relevant Taxing Jurisdiction, including, without limitation, such Holder or beneficial owner (or such fiduciary, settlor, beneficiary, member or shareholder) being or having been a citizen or resident or national or domiciliary thereof or being or having been engaged in a trade or business or present therein or having, or having had, a

permanent establishment, a dependent agent, a place of business or a place of management present or deemed present therein, other than the mere holding of the Tranche A-[●] Exit Note or enforcement of rights under this Indenture and the receipt of payments with respect to the Tranche A-[●] Exit Note;

(2) in respect of Tranche A-[●] Exit Notes surrendered or presented for payment (if surrender or presentment is required) more than 30 days after the Relevant Date except to the extent that payments under such Tranche A-[●] Exit Note would have been subject to withholding and the Holder of such Tranche A-[●] Exit Note would have been entitled to such Additional Amounts on surrender of such Tranche A-[●] Exit Note for payment on the last day of such period of 30 days;

(3) to, or to a third party on behalf of, a Holder who is liable for such taxes, duties, assessments or other similar governmental charges by reason of such Holder's, or beneficial owner's, failure to comply with any certification, identification, documentation or other reporting requirement concerning the nationality, residence, identity or connection with the relevant Taxing Jurisdiction of such Holder or beneficial owner, if (a) compliance is required by law as a precondition to, exemption from, or reduction in the rate of, the tax, assessment or other governmental charge, (b) the Company has given the Holders at least 30 days' notice that Holders, or beneficial owners, as applicable, will be required to provide such certification, identification, documentation or other requirement, (c) the Holder or beneficial owner is legally entitled to comply with such certification, identification, documentation or other reporting requirement and (d) compliance with such certification, identification, documentation or other reporting requirement is not materially more onerous than preparation of an Internal Revenue Service Form W-8 or W-9;

(4) in respect of any estate, inheritance, gift, sales, use, transfer, excise or personal property or similar tax (not including any UK value-added tax payable), assessment or governmental charge;

(5) in respect of any tax, assessment or other similar governmental charge which is payable other than by deduction or withholding from payments of principal of or interest on the Tranche A-[●] Exit Note;

(6) in respect of any tax imposed on overall net income or any branch profits tax; or

(7) in respect of any combination of the above.

(b) No Additional Amounts shall be paid with respect to any payment on a Tranche A-[●] Exit Note to a Holder who is a fiduciary, a partnership, a limited liability company or other than the sole beneficial owner of that payment to the extent that payment would be required by the relevant Taxing Jurisdiction to be included in the income, for tax purposes, of a beneficiary or settlor with respect to the fiduciary, a member of that partnership, any interest holder in a limited liability company or a beneficial owner who would not have been entitled to the Additional Amounts had that beneficiary, settlor, member or beneficial owner been the Holder.

(c) Furthermore, the Company will pay and indemnify the Holders against any UK value-added tax that is imposed on a payment of interest on the Tranche A-[●] Exit Notes.

(d) The Tranche A-[●] Exit Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation. Except as specifically provided under this Section 4.05, neither the Issuer nor the Guarantors shall be required to make a payment to the Holders with respect to any tax, assessment or similar governmental charge imposed by any government or a political subdivision or taxing authority thereof or therein.

(e) Any reference in this Indenture or the Tranche A-[●] Exit Notes to principal, interest or any other amount payable in respect of the Tranche A-[●] Exit Notes by the Issuer or the Tranche A-[●] Exit Note Guarantee by the Guarantors will be deemed also to refer to any Additional Amount, unless the context requires otherwise, that may be payable with respect to that amount under the obligations referred to in this Section 4.05.

(f) The Company will pay promptly when due any present or future stamp, value-added tax, court or documentary taxes or any excise or property taxes, charges or similar levies that arise in any jurisdiction from the execution, delivery or registration of each Tranche A-[●] Exit Note, each Collateral Document or any other document or instrument referred to in this Indenture or such Tranche A-[●] Exit Note, and those resulting from, or required to be paid in connection with, the enforcement of such Tranche A-[●] Exit Note, the Collateral Documents or any other such document or instrument after the occurrence and during the continuance of any Event of Default.

(g) The obligations of the Issuer and the Guarantors pursuant to this Section 4.05 shall survive termination or discharge of this Indenture, payment of the Tranche A-[●] Exit Notes and/or resignation or removal of the Trustee or the Principal Paying Agent.

Section 4.06 Reporting Requirements. The Ultimate Parent will provide the Trustee with the following reports (and will also provide the Trustee with sufficient copies, as required, of the following reports referred to in clauses (a) through (d) below for distribution, at the Company's expense, to all Holders of Tranche A-[●] Exit Notes):

(a) an English language version of the Ultimate Parent's annual audited consolidated financial statements prepared in accordance with IFRS not later than 120 days after the close of its fiscal year;

(b) an English language version of the Ultimate Parent's unaudited quarterly financial statements prepared in accordance with IFRS not later than 60 days after the close of each fiscal quarter (other than the last fiscal quarter of its fiscal year);

(c) simultaneously with the delivery of each set of financial statements referred to in clauses (a) and (b) above, an Officers' Certificate stating whether a Default that has remained uncured and unremedied for 60 days or more or an Event of Default exists on the date of such certificate and, if an Event of Default or such a Default exists, setting forth the details thereof and the action that the Company is taking or proposes to take with respect thereto;

(d) without duplication, English language versions or summaries of such other reports or notices as may be filed or submitted as a material fact by (and promptly after filing or submission by) the Company with the TISE or any stock exchange on which the Tranche A-[●] Exit Notes may be listed (in each case, to the extent that any such report or notice is generally available to its security holders or the public); and

(e) promptly after any executive officer becomes aware of the existence of an Event of Default, an Officers' Certificate setting forth the details thereof and the action which the Company or Ultimate Parent is taking or proposes to take with respect thereto.

Delivery of the above reports to the Trustee is for informational purposes only and the Trustee's receipt of such reports will not constitute constructive notice of any information contained therein or determinable from information contained therein, including Ultimate Parent's or the Company's compliance with any of the covenants in this Indenture (as to which the Trustee is entitled to rely exclusively on Officers' Certificates). The requirement to provide any report (or copies thereof) to the Trustee shall be deemed satisfied if such report has been filed with the SEC through the Electronic Data Gathering Analysis and Retrieval (EDGAR) system (or any successor method of filing) or with any equivalent regulatory authority of any jurisdiction where the Tranche A-[●] Exit Notes are listed or if such report is made available on the Ultimate Parent's or the Company's website.

Section 4.07 Available Information. For so long as any Tranche A-[●] Exit Notes remain outstanding, the Company shall make available to any Holder of a Tranche A-[●] Exit Note or owner of a beneficial interest in a Global Note, or to any prospective purchasers designated by such Holder or beneficial owner, upon request to such Holder or beneficial owner, and in addition to the information referred to in Section 4.06, the information required to be delivered under paragraph (d)(4) of Rule 144A (as amended from time to time and including any successor provision) unless, at the time of such request, the Company is subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act.

Section 4.08 Limitations on Incurrence of Additional Indebtedness; Lease Payments.

(a) Neither the Parent Guarantors nor the Company will, and they will not cause or permit any of the Restricted Subsidiaries to, directly or indirectly, incur any Indebtedness (including Acquired Indebtedness) or issue any Disqualified Capital Stock, and the Parent Guarantors and the Company will not cause or permit any of the Restricted Subsidiaries to issue any Preferred Stock, except that the Parent Guarantors, the Company and the Restricted Subsidiaries may incur Indebtedness or issue any Disqualified Capital Stock and any Restricted Subsidiary may issue any Preferred Stock, if, at the time of and immediately after giving pro forma effect to the incurrence or issuance thereof and the application of the net proceeds therefrom, the Fixed Charge Coverage Ratio (determined on a pro forma basis after giving effect to such incurrence or issuance as if such incurrence or issuance had occurred on the first day of the period for which the Fixed Charge Coverage Ratio is determined, assuming in the case of the issuance of Disqualified Capital Stock or Preferred Stock, the making of dividends thereunder at the highest possible rate provided pursuant to the terms thereof) shall be equal to or greater than: (i) from the Issue Date to, and including, December 31, 2022, 1.0 to 1.0, and (ii) thereafter 1.1 to 1.0.

(b) Notwithstanding clause (a) above, the Parent Guarantors, the Company and the Restricted Subsidiaries, as applicable, may, at any time, incur the following Indebtedness (“**Permitted Indebtedness**”) in an aggregate principal amount at any one time outstanding not to exceed U.S.\$3,750,000,000 (exclusive of (i) any aircraft or engine lease obligations of the Parent Guarantors, the Company or any of the Restricted Subsidiaries that would be deemed to be Indebtedness after giving effect to IFRS 16 as in effect on the Issue Date, (ii) Indebtedness permitted under Section 4.08(b)(4) and (iii) any Permitted Refinancing Indebtedness incurred under Section 4.08(b)(9)(A) below); *provided, however*, that any Indebtedness that is not Aircraft Indebtedness incurred under Sections 4.08(b)(1) through (3) and (5) through (12) below (other than in connection with any capital expenditures incurred for purposes of aircraft reconfiguration) at any one time outstanding shall not exceed an aggregate principal amount of U.S.\$2,350,000,000:

(1) Indebtedness in respect of the Exit Notes (excluding any Additional Tranche A-1 Exit Notes or Additional Tranche A-2 Exit Notes) and Exit Note Guarantees;

(2) other Indebtedness of the Parent Guarantors, the Company and the Restricted Subsidiaries outstanding on the Issue Date, other than Indebtedness otherwise specified under any clause of this definition of Permitted Indebtedness;

(3) Hedging Obligations entered into by the Parent Guarantors, the Company and the Restricted Subsidiaries for bona fide hedging purposes and not for speculative purposes;

(4) intercompany Indebtedness between the Parent Guarantors and the Company, between the Parent Guarantors and any Restricted Subsidiaries, between the Company and any Restricted Subsidiaries or between any Restricted Subsidiaries; *provided* that in the event that at any time any such Indebtedness ceases to be held by a Parent Guarantor, the Company or a Restricted Subsidiary, such Indebtedness will be deemed to be incurred by such Parent Guarantor, the Company or the relevant Restricted Subsidiary, as the case may be, and not permitted by this clause (4) at the time such event occurs;

(5) Indebtedness of the Parent Guarantors, the Company or any of the Restricted Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument (including daylight overdrafts paid in full by the close of business on the day such overdraft was incurred) drawn against insufficient funds in the ordinary course of business; *provided* that such Indebtedness is extinguished within five Business Days of incurrence;

(6) Indebtedness of the Parent Guarantors, the Company or any of the Restricted Subsidiaries represented by letters of credit for the account of a Parent Guarantor, the Company or any Restricted Subsidiary, as the case may be, in order to provide security for workers’ compensation claims, payment obligations in connection with self-insurance or similar requirements in the ordinary course of business;

(7) Indebtedness consisting of letters of credit, banker’s acceptances, performance bonds, appeal bonds, surety bonds, customs bonds and other similar bonds and reimbursement obligations incurred by a Parent Guarantor, the Company or any Restricted Subsidiary in the ordinary course of business securing the performance of contractual, franchise

or license obligations of a Parent Guarantor, the Company or any Restricted Subsidiary (in each case, other than for an obligation for borrowed money);

(8) Indebtedness of a Parent Guarantor, the Company or any of the Restricted Subsidiaries to the extent the net proceeds thereof are promptly used to redeem the Exit Notes in full or deposited to defease or discharge the Exit Notes, in each case in accordance with the Indenture;

(9) Permitted Refinancing Indebtedness in respect of:

(A) Indebtedness (other than Indebtedness owed to a Parent Guarantor, the Company or any Subsidiary of a Parent Guarantor) incurred pursuant to clause (a) above (it being understood that no Indebtedness outstanding on the Issue Date is incurred pursuant to such Section 4.08(a));
or

(B) Indebtedness incurred pursuant to Section 4.08(b)(1), Section 4.08(b)(2), Section 4.08(b)(9)(B) and Section 4.08(b)(12) (excluding Indebtedness owed to a Parent Guarantor, the Company or a Subsidiary of a Parent Guarantor);

(10) Indebtedness arising from agreements of a Parent Guarantor, the Company or a Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred in connection with the disposition of any business, assets or Restricted Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Restricted Subsidiary for the purpose of financing such acquisition; *provided* that the maximum aggregate liability in respect of all such Indebtedness will at no time exceed the gross proceeds actually received by a Parent Guarantor, the Company and the applicable Restricted Subsidiary in connection with such disposition;

(11) the guarantee by a Parent Guarantor, the Company or any Guarantor of Indebtedness of a Parent Guarantor, the Company or a Restricted Subsidiary of a Parent Guarantor or the Company that was permitted to be incurred by another provision of this covenant;

(12) Acquired Indebtedness, *provided* that after giving effect to the incurrence thereof, neither a Parent Guarantor, the Issuer nor any of the Restricted Subsidiaries shall be required to guarantee any obligations in connection with such Acquired Indebtedness and the Capital Stock of the Restricted Subsidiary that has incurred such Acquired Indebtedness (or the ultimate parent entity of such Restricted Subsidiary) shall have become subject to a Lien in favor of the Collateral Trustee that is subject to the Collateral Trust Agreement; and

(13) Indebtedness incurred by LifeMiles in an aggregate principal amount at any one time outstanding not to exceed U.S.\$410,000,000 (or the equivalent in other currencies) and any Permitted LifeMiles Refinancing Indebtedness in respect thereof; provided that if any such Indebtedness is provided by any Permitted Holder, any Affiliate of any Permitted Holder or any other Affiliate of the Ultimate Parent, the terms of such Indebtedness shall, in any event, be no more favorable to the lenders or providers thereof than the terms of the Indebtedness of LifeMiles as in effect on the Issue Date.

(c) In the event that an item of Indebtedness meets the criteria of clause (a) or (b) above or more than one of the categories of Permitted Indebtedness described in clauses (1) through (13) of clause (b) above, the Company may, in its sole discretion, divide and classify (or at any time reclassify) such item of Indebtedness in any manner that complies with this Section 4.08. Indebtedness permitted by this Section 4.08 need not be permitted solely by reference to one provision permitting such Indebtedness, but may be permitted in part by such provision and in part by one or more other provisions of this Section 4.08 permitting such Indebtedness.

(d) Neither a Parent Guarantor nor the Company shall, and they shall not permit any of the Restricted Subsidiaries to, incur any direct or indirect obligation to make aircraft and engine lease rental payments (excluding (i) any “supplemental rents” or other similar terms that may be payable with respect to financing any capital expenditures for purposes of aircraft densification and (ii) any obligations relating to operating leases in respect of up to three 787-9 aircraft in respect of which: (A) a Person other than a Parent Guarantor, the Company or any of the Restricted Subsidiaries (any such Person an “**Unaffiliated Lessee**”) has agreed to make any payments thereunder, directly or indirectly, and (B) neither a Parent Guarantor, the Company nor any of the Restricted Subsidiaries have an obligation to make any lease payments thereunder, provided that any obligation to use reasonable best efforts to enforce the Unaffiliated Lessee’s obligations upon non-payment by the Unaffiliated Lessee shall not be deemed to be an obligation to make any lease payments by a Parent Guarantor, the Company or any of the Restricted Subsidiaries) in an aggregate amount exceeding (i) prior to January 1, 2026, U.S.\$480,000,000 in the aggregate during each calendar year, and (ii) on or after January 1, 2026, an aggregate amount during each calendar year exceeding 110% of the estimated annual aircraft and lease payments set forth in the V2.0 Plan.

Section 4.09 *Limitation on Transactions with Affiliates.* Neither a Parent Guarantor nor the Company shall, and they shall not permit any of their Restricted Subsidiaries to, enter into any transaction (including the purchase, sale, lease or exchange of any property, employee compensation arrangements or the rendering of any service) involving aggregate consideration in excess of U.S.\$5,000,000 with, or for the benefit of, any Affiliate of the Ultimate Parent, other than a Parent Guarantor, the Company or their Restricted Subsidiaries (an “**Affiliate Transaction**”), unless (a) such Affiliate Transaction is a Permitted Affiliate Transaction or (b) the terms of the Affiliate Transaction (other than a Strategic Investment) are conducted in the ordinary course of business and substantially as favorable to such Parent Guarantor, the Company or such Subsidiary as those that could be obtained at the time of the Affiliate Transaction in arm’s length dealings with a Person who is not an Affiliate and the Company delivers to the Trustee (i) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration more than U.S.\$10,000,000, an Officers’ Certificate certifying that such Affiliate Transaction or series of related Affiliate Transactions complies with this Section 4.09(b), and (ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of U.S.\$25,000,000, an Officers’ Certificate certifying that such Affiliate Transaction or series of related Affiliate Transactions complies with this Section 4.09(b) in the opinion of an Approved Appraisal Firm, as evidenced by a written report or opinion attached to such Officers’ Certificate.

Section 4.10 *Repurchase of Tranche A-[●] Exit Notes upon a Change of Control.* Not later than 30 days following a Rating Decline that results from a Change of Control, the Company

will make an Offer to Purchase (an “**Offer to Purchase**”) all outstanding Tranche A-[●] Exit Notes at a purchase price equal to 101% of the principal amount plus accrued interest up to, but not including the date of purchase.

An “Offer to Purchase” must be made by written offer, which will specify the purchase price. The offer must specify an expiration date (the “**expiration date**”) not less than 30 days or more than 60 days after the date of the offer and a settlement date for the purchase (the “**purchase date**”) not more than five Business Days after the expiration date. The offer must include information required by the Securities Act, Exchange Act or any other applicable laws. The offer will also contain instructions and materials necessary to enable Holders to tender Tranche A-[●] Exit Notes pursuant to the offer.

A Holder may tender all or any portion of its Tranche A-[●] Exit Notes pursuant to an Offer to Purchase, subject to the requirement that any portion of a Tranche A-[●] Exit Note tendered must be in a denomination of U.S.\$1,000 or an integral multiple of U.S.\$1.00 principal amount in excess thereof. Holders are entitled to withdraw Tranche A-[●] Exit Notes tendered up to the close of business on the expiration date. On the purchase date the purchase price will become due and payable on each Tranche A-[●] Exit Note accepted for purchase pursuant to the Offer to Purchase, and interest on Tranche A-[●] Exit Notes purchased will cease to accrue on and after the purchase date.

The Company will comply with Rule 14e-1 under the Exchange Act (to the extent applicable) and all other applicable laws in making any Offer to Purchase, and the above procedures will be deemed modified as necessary to permit such compliance.

Section 4.11 *After-Acquired Property.*

(a) If intellectual property of the type that is Collateral on the Issue Date or required to become Collateral pursuant to Section 4.13 is acquired by the Issuer or a Guarantor (including intellectual property of a Person that becomes a new Guarantor) that is not automatically subject to a perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) security interest under the Collateral Documents, then, to the extent applicable, on each June 30 and December 31 of each fiscal year starting on June 30, 2022, the Issuer or such Guarantor shall (i) provide a Lien over such property substantially consistent with the Liens granted over similar property on the Issue Date or required to be granted thereafter pursuant to Section 4.13 in the applicable jurisdiction (or in the case of any jurisdiction where no Liens were previously granted, to the extent customary and reasonably achievable under applicable local law) in favor of the Collateral Trustee and (ii) execute and deliver such Collateral Documents as shall be necessary to vest in the Collateral Trustee a perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) security interest in such intellectual property and to have such intellectual property (but subject to the limitations set forth in the Collateral Documents) added to the Collateral, and thereupon all provisions of this Indenture relating to the Collateral shall be deemed to relate to such intellectual property, and deliver certificates and Opinions of Counsel consistent with the ones delivered in the applicable jurisdiction in connection with other Collateral Documents or in the case of any jurisdiction where no Liens were previously granted, such certificates and Opinions of Counsel are customary in such jurisdictions.

(b) If any other property or assets (other than Excluded Assets) are held or acquired by any Issuer or a Guarantor that is not automatically subject to a perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) security interest under the Collateral Documents, then the Issuer or such Guarantor shall, on each June 30 and December 31 of each fiscal year starting on June 30, 2022, (i) provide a Lien over such property substantially consistent with the Liens granted over similar property on the Issue Date or pursuant to Section 4.13 in the applicable jurisdiction (or in the case of any jurisdiction where no Liens were previously granted, to the extent customary and reasonably achievable under applicable local law) in favor of the Collateral Trustee and (ii) execute and deliver such Collateral Documents as shall be necessary to vest in the Collateral Trustee a perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) security interest in such property and to have such property (but subject to the limitations set forth in the Collateral Documents) added to the Collateral, and thereupon all provisions of this Indenture relating to the Collateral shall be deemed to relate to such property or assets, and deliver certificates and Opinions of Counsel consistent with the ones delivered in the applicable jurisdiction in connection with other Collateral Documents or in the case of any jurisdiction where no Liens were previously granted, such certificates and Opinions of Counsel are customary in such jurisdictions.

Section 4.12 *Future Guarantors.*

(a) If:

(1) (i) any Restricted Subsidiary of the Issuer that is a Non-Guarantor Subsidiary incurs Indebtedness, Disqualified Capital Stock or Preferred Stock in an amount greater than U.S.\$50,000,000 (or the equivalent in other currencies, and, in the case of Preferred Stock, based solely on the liquidation preference thereof as such amount), (ii) any Restricted Subsidiary of the Issuer that is a Non-Guarantor Subsidiary guarantees any Indebtedness or Disqualified Capital Stock of the Issuer or any Parent Guarantor or any Indebtedness, Disqualified Capital Stock or Preferred Stock of any Restricted Subsidiary in an amount greater than U.S.\$50,000,000 (or the equivalent in other currencies, and, in the case of Preferred Stock, based solely on the liquidation preference thereof as such amount), or (iii) the Issuer determines in good faith that any Non-Guarantor Subsidiary (including any newly acquired or formed Subsidiary) has become a Significant Subsidiary (including as a result of a Revocation) based on the most recent consolidated financial statements of the Ultimate Parent provided to the Trustee pursuant to Section 4.06 (or required to be provided thereunder), then the Issuer will cause such Restricted Subsidiary to execute and deliver to the Trustee a supplemental indenture, promptly and in any event within ninety (90) days the applicable fiscal quarter (or one hundred twenty (120) days after a fiscal year in the case of the last fiscal quarter of each fiscal year), pursuant to which such Restricted Subsidiary shall unconditionally guarantee the Tranche A-[●] Exit Notes pursuant to one or more Tranche A-[●] Exit Note Guarantees, together with an Officers' Certificate and Opinion of Counsel; or

(2) any Restricted Subsidiary of the Issuer that is a Non-Guarantor Subsidiary acquires any asset that now or hereafter would be Collateral (including any intellectual property) if owned by the Issuer or a Guarantor on the Issue Date or after the Issue Date pursuant to Section 4.13, then the Issuer will cause such Restricted Subsidiary to unconditionally guarantee

the Tranche A-[●] Exit Notes pursuant to one or more Tranche A-[●] Exit Note Guarantees and to execute such Collateral Documents as are necessary or desirable to grant a first priority perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) Lien on such assets for the benefit of the Collateral Trustee consistent with the ones delivered in the applicable jurisdiction in connection with other Collateral Documents or in the case of any jurisdiction where no Liens were previously granted, together with an Officers' Certificate and Opinion of Counsel;

provided, however, that (A) no Significant Subsidiary shall be required to become a Guarantor or be required to execute any supplemental indenture if the execution or enforcement of such supplemental indenture and the resultant Tranche A-[●] Exit Note Guarantees thereunder is prohibited by, or in violation of, any provision of any agreement to which it is party existing at the time of such acquisition or creation or becoming a Significant Subsidiary, as applicable; and (B) if the Issuer determines in good faith that the total assets of all Non-Guarantor Subsidiaries (measured on a combined basis) as of the last day of each fiscal quarter is greater than 20.0% of the Ultimate Parent's consolidated total assets based on the most recent consolidated financial statements of the Ultimate Parent provided to the Trustee pursuant to Section 4.06 (or required to be provided thereunder), then the Issuer will cause one or more Restricted Subsidiaries to execute and deliver to the Trustee supplemental indentures as necessary for the total assets of all Guarantors (measured on a combined basis) as of the last day of such fiscal quarter to represent at least 80.0% of the Ultimate Parent's consolidated total assets, pursuant to which such Restricted Subsidiaries shall unconditionally guarantee the Tranche A-[●] Exit Notes pursuant to one or more Tranche A-[●] Exit Note Guarantees, together with an Officers' Certificate and Opinion of Counsel.

(b) The Ultimate Parent shall not be permitted to own any Subsidiary, other than the Issuer and the Subsidiaries of the Issuer, unless at the time such Subsidiary becomes a Subsidiary of the Ultimate Parent, such Subsidiary shall (i) own, directly or indirectly, 100% of the Voting Stock of the Issuer, (ii) have unconditionally guaranteed the Tranche A-[●] Exit Notes pursuant to one or more Tranche A-[●] Exit Note Guarantees and (iii) have executed such Collateral Documents as are necessary or desirable to grant a first priority perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) Lien on its assets for the benefit of the Collateral Trustee consistent with the ones delivered in the applicable jurisdiction in connection with other Collateral Documents or in the case of any jurisdiction where no Liens were previously granted, together with an Officers' Certificate and Opinion of Counsel.

(c) Notwithstanding the foregoing, the Tranche A-[●] Exit Note Guarantees shall be limited to the maximum amount that would not render the Guarantors' respective obligations subject to avoidance under applicable fraudulent conveyance laws.

(d) Each Tranche A-[●] Exit Note Guarantee shall be released in accordance with Section 10.09.

Section 4.13 *Post-Closing Obligations.*

(a) The Ultimate Parent and the Issuer shall, and shall cause the Restricted Subsidiaries, to complete the actions set forth in Schedule 4.13 within the time periods set forth

therein (or such longer periods agreed by the Collateral Trustee in its reasonable discretion; *provided* that the Collateral Trustee may not agree to extend any such period to be more than twice¹⁵ as long as the original length of such period as set forth in Schedule 4.13 prior to giving effect to any such extension).

Section 4.14 *Further Assurances; Control Agreements.*

(a) The Issuer and Guarantors shall, at their sole expense, do all acts which may be reasonably necessary to confirm that the Collateral Trustee hold, for the benefit of the Secured Parties, duly created, enforceable and perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) first-priority Liens on the Collateral. The Issuer and Guarantors shall, at their sole expense, execute, acknowledge and deliver such documents and instruments and take such other actions which may be necessary to assure, perfect, transfer and confirm the rights conveyed by the Collateral Documents, to the extent permitted by applicable law.

(b) The Issuer and each Guarantor shall maintain its cash and Cash Equivalents in accounts subject to a deposit account control agreements or securities account control agreement in form and substance reasonably satisfactory to the Collateral Trustee, other than any Excluded Accounts and other than accounts containing cash and Cash Equivalents in the aggregate not in excess of the greater of: (i) U.S.\$125,000,000 and (ii) 15% of the Ultimate Parent's consolidated cash position (as shown on the Ultimate Parent's most recent balance sheet or in the notes thereto).

Section 4.15 *No Impairment of the Security Interests.* Except as otherwise permitted under this Indenture (including, for the avoidance of doubt, pursuant to a transaction otherwise permitted by this Indenture), any Collateral Trust Agreement and the Collateral Documents, none of the Company nor any of the Guarantors shall be permitted to take any action, or knowingly omit to take any action, which action or omission would have the result of materially impairing the security interest with respect to the Collateral for the benefit of the Trustee, the Collateral Trustee and the Holders of the Tranche A-[●] Exit Notes.

Section 4.16 *Maintenance of IP Pledge.* On each June 30 and December 31 of each fiscal year starting on June 30, 2022, each of the Issuer or Guarantor shall, at its sole cost and expense, maintain, protect and enforce the IP Pledge (including any intellectual property included therein pursuant to Section 4.11(a)) and shall not permit such IP Pledge to lapse or become abandoned, and not license any such IP Pledge other than licenses entered into, or incidental to, the ordinary course of business.

Section 4.17 *Ratings.* The Ultimate Parent shall cooperate with the applicable Rating Agencies to obtain a corporate family and/or corporate credit rating from two of the Rating Agencies and shall use commercially reasonable efforts to cause the Issuer to be continuously rated by such Rating Agencies but shall not be required to obtain any specific rating.

¹⁵ NTD: Acceptable subject to agreement by noteholders of proposed terms for post-closing schedules.

Section 4.18 *Liquidity*. The Ultimate Parent will not permit the aggregate amount of Liquidity to be less than U.S.\$400,000,000 at the end of any Business Day following the Issue Date.

Section 4.19 *Limitations on Restricted Payments*.

(a) Neither any Parent Guarantor nor the Company shall, and they shall not cause or permit any of the Restricted Subsidiaries to, directly or indirectly, take any of the following actions (each, a “**Restricted Payment**”):

(1) declare or pay any dividend or return of capital or make any distribution on or in respect of shares of Capital Stock of such Parent Guarantor, the Company or any Restricted Subsidiary to holders of such Capital Stock, other than:

(A) dividends or distributions payable in Qualified Capital Stock of the Ultimate Parent;

(B) dividends or distributions payable to a Parent Guarantor, the Company and/or a Restricted Subsidiary; or

(C) dividends, distributions or returns of capital made on a pro rata basis to such Parent Guarantor, the Company or the Restricted Subsidiaries, on the one hand, and minority holders of Capital Stock of a Restricted Subsidiary, on the other hand (or on a less than pro rata basis to any minority holder);

(2) purchase, redeem or otherwise acquire or retire for value any Capital Stock of a Parent Guarantor or the Company held by Persons other than a Parent Guarantor, the Company or any of the Restricted Subsidiaries;

(3) make any principal payment on, purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, as the case may be, any Subordinated Indebtedness; or

(4) make any Investment (other than Permitted Investments);

if at the time of the Restricted Payment and immediately after giving *pro forma* effect thereto:

(A) a Default or an Event of Default has occurred and is continuing;

(B) the Company is not able to incur at least U.S.\$1.00 of additional Indebtedness pursuant to Section 4.08(a); or

(C) the aggregate amount (the amount expended for these purposes, if other than in cash, being the Fair Market Value of the relevant property) of the proposed Restricted Payment and all other Restricted Payments made subsequent to the Issue Date up to the date thereof will exceed the sum of:

(1) 50% of Consolidated Net Income for the period (taken as one accounting period) commencing on the first day of the fiscal quarter in which the Issue Date occurs to and including the last day of the first full fiscal quarter ended immediately prior to the date of such Restricted Payment for which consolidated financial statements are available (or, in case such Consolidated Net Income is a deficit, minus 100% of such deficit); plus

(2) 100% of the aggregate net cash proceeds or Fair Market Value of assets received by the Ultimate Parent subsequent to the Issue Date as a contribution to its common equity capital or from the issue or sale of Capital Stock (other than Disqualified Capital Stock) of the Ultimate Parent or from the issue or sale of convertible or exchangeable Disqualified Capital Stock or convertible or exchangeable debt securities of the Ultimate Parent that have been converted into or exchanged for such Capital Stock (other than Capital Stock (or Disqualified Capital Stock or convertible or exchangeable debt securities) sold to a Subsidiary of the Ultimate Parent); plus

(3) to the extent that any Investment (other than a Permitted Investment) that was made under this clause (C) after the Issue Date is sold or otherwise liquidated or repaid (other than to a Parent Guarantor, the Issuer or a Restricted Subsidiary), the amount of cash received by any Parent Guarantor, the Issuer or any Restricted Subsidiary in respect of such sale, liquidation or disposition or the Fair Market Value of property received by such Parent Guarantor, the Issuer or any Restricted Subsidiary in respect of such sale, liquidation or disposition (in each case, less the cost of disposition, liquidation or repayment, if any, paid or to be paid by such Parent Guarantor, the Issuer or any Restricted Subsidiary); plus

(4) to the extent that any Unrestricted Subsidiary designated as such after the Issue Date is redesignated as a Restricted Subsidiary or is merged with or consolidated into a Parent Guarantor, the Issuer or a Restricted Subsidiary after the Issue Date, the lesser of (i) the Fair Market Value of such Parent Guarantor's or the Issuer's Investment in such Subsidiary as of the date of such redesignation or merger or consolidation or (ii) such Fair Market Value as of the date on which such Subsidiary was originally designated as an Unrestricted Subsidiary after the Issue Date; plus

(5) 100% of any dividends or distributions received by a Parent Guarantor, the Issuer or a Restricted Subsidiary after the Issue Date from an Unrestricted Subsidiary or unconsolidated investee of such Parent Guarantor, the Issuer to the extent such dividends or distributions were not included in the calculation of Consolidated Net Income; plus

(6) the amount of cash received by a Parent Guarantor, the Issuer or a Restricted Subsidiary as repayment of loans which constitute Investments (other than Permitted Investments) made under this clause (C) after the Issue Date by a Parent Guarantor, the Issuer or a Restricted Subsidiary or the value of Guarantees made under this clause (C) after the Issue Date by a Parent Guarantor, the Issuer or a Restricted Subsidiary which constituted Investments (other than Permitted Investments) that have been released in full.

(b) Notwithstanding Section 4.19(a), this Section 4.19 does not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration of such dividend if the dividend would have been permitted on the date of declaration pursuant to this Section 4.19;

(2) the acquisition of any shares of Capital Stock of the Ultimate Parent,

(A) in exchange for Qualified Capital Stock of the Ultimate Parent; or

(B) through the application of the net cash proceeds received by the Ultimate Parent from a substantially concurrent sale of Qualified Capital Stock of the Ultimate Parent or a contribution to the equity capital of the Ultimate Parent not representing an interest in Disqualified Capital Stock, in each case not received from a Subsidiary of the Ultimate Parent;

(3) the acquisition of any shares of Capital Stock of Aerovías del Continente Americano S.A. Avianca pursuant to the share buy-back program in existence as of the Issue Date in an amount not to exceed U.S.\$1,000,000 for all such repurchases during any fiscal year,

(4) the voluntary prepayment, purchase, defeasance, redemption or other acquisition or retirement for value of any Subordinated Indebtedness solely in exchange for, or through the application of net cash proceeds of a substantially concurrent sale, other than to a Subsidiary of the Ultimate Parent, of:

(A) Qualified Capital Stock of the Ultimate Parent; or

(B) Permitted Refinancing Indebtedness for such Subordinated Indebtedness;

(5) repurchases by the Ultimate Parent of Capital Stock of the Ultimate Parent or options, warrants or other securities exercisable or convertible into Capital Stock of the Ultimate Parent from employees or directors of the Ultimate Parent, the Company or any of their Subsidiaries or their authorized representatives upon the death, disability or termination of employment or directorship of the employees or directors in an amount not to exceed U.S.\$10,000,000 for all such repurchases during any fiscal year;

(6) the repurchase of any Subordinated Indebtedness at a purchase price not greater than 101% of the principal amount thereof in the event of a change of control pursuant to a provision no more favorable to the holders thereof than Section 4.10 hereof; *provided* that, prior to the repurchase the Company has made an Offer to Purchase and repurchased all Tranche A-[●] Notes issued under this Indenture that were validly tendered for payment in connection with such offer to purchase;

(7) repurchases of Capital Stock deemed to occur upon the exercise of stock options if the Capital Stock represents all or a portion of the exercise price thereof (or related withholding taxes), and Restricted Payments by the Ultimate Parent to allow the payment of cash in lieu of the issuance of fractional shares upon the exercise of options or warrants or upon the conversion or exchange of Capital Stock of the Ultimate Parent;

(8) if no Default or Event of Default has occurred and is continuing, the declaration and payment of dividends to holders of any class or series of Disqualified Capital Stock of a Parent Guarantor, the Company or any Restricted Subsidiary or Preferred Stock of any Restricted Subsidiary issued in accordance with Section 4.08(a) to the extent such payment is made when due in accordance with its terms; and

(9) if no Default or Event of Default has occurred and is continuing or would exist after giving *pro forma* effect thereto, Restricted Payments in an amount which, when taken together with all Restricted Payments made pursuant to this clause (ix), does not exceed U.S.\$25,000,000 (or the equivalent in other currencies).

In determining the aggregate amount of Restricted Payments made subsequent to the Issue Date, amounts expended pursuant to Section 4.19(b)(1) (without duplication for the declaration of the relevant dividend) and Section 4.19(b)(4) will be included in such calculation and amounts expended pursuant to Section 4.19(b)(2), Section 4.19(b)(3), Section 4.19(b)(5), Section 4.19(b)(6), Section 4.19(b)(7) and Section 4.19(b)(8) will not be included in such calculation.

The amount of any Restricted Payments not in cash will be the Fair Market Value on the date of such Restricted Payment of the property, assets or securities proposed to be paid, transferred or issued by the applicable Parent Guarantor, the Company or the relevant Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment.

Section 4.20 *Limitations on Designation of Unrestricted Subsidiaries.*

(a) The Ultimate Parent may designate after the Issue Date any Subsidiary of the Company as an “Unrestricted Subsidiary” under this Indenture (a “**Designation**”) only if:

(1) no Default or Event of Default has occurred and is continuing at the time of or after giving effect to such Designation;

(2) the Company could incur U.S.\$1.00 of additional Indebtedness pursuant to Section 4.08(a), on a pro forma basis taking into account such designation;

(3) the Company would be permitted to make an Investment at the time of Designation (assuming the effectiveness of such Designation and treating such Designation as an Investment at the time of Designation) as a Restricted Payment pursuant to Section 4.19(a) in an amount (the “**Designation Amount**”) equal to the Fair Market Value of the amount of the Company’s Investment in such Subsidiary on such date; *provided*, that with respect to a Designation involving an amount in excess of U.S.\$25,000,000, such Fair Market Value as confirmed by an Approved Appraisal Firm, as evidenced by a written report or opinion attached to an Officers’ Certificate;

(4) such designation is reasonably and in good faith determined by an Officer of the Issuer to promote or significantly benefit the operational businesses of the Issuer and the Restricted Subsidiaries on the date of such designation; and

(5) such designation is otherwise consistent with the requirements set forth in the definition of “Unrestricted Subsidiary”.

(b) Neither any Parent Guarantor, the Company nor any Restricted Subsidiary will at any time, except as permitted by Section 4.08 and Section 4.19:

(1) provide credit support for, subject any of its property or assets (other than the Capital Stock of any Unrestricted Subsidiary) to the satisfaction of, or Guarantee, any Indebtedness of any Unrestricted Subsidiary (including any undertaking, agreement or instrument evidencing such Indebtedness);

(2) be directly or indirectly liable for any Indebtedness of any Unrestricted Subsidiary; or

(3) be directly or indirectly liable for any Indebtedness which provides that the holder thereof may (upon notice, lapse of time or both) declare a default thereon or cause the payment thereof to be accelerated or payable prior to its final scheduled maturity upon the occurrence of a default with respect to any Indebtedness of any Unrestricted Subsidiary, except for any non-recourse Guarantee given solely to support the pledge by a Parent Guarantor, the Company or any Restricted Subsidiary of the Capital Stock of any Unrestricted Subsidiary.

(c) The Ultimate Parent may revoke any Designation of a Subsidiary as an Unrestricted Subsidiary (a “**Revocation**”) only if:

(1) no Default or Event of Default has occurred and is continuing at the time of and after giving effect to such Revocation; and

(2) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately following such Revocation would, if incurred at such time, have been permitted to be incurred for all purposes of the Indenture.

(d) Upon a Restricted Subsidiary becoming an Unrestricted Subsidiary,

(1) all existing Investments of the Parent Guarantors, the Company, and the Restricted Subsidiaries therein (valued at the Parent Guarantors’, the Company’s or the

Restricted Subsidiary's proportional share of the Fair Market Value of its assets less liabilities) will be deemed made at that time;

(2) all existing Capital Stock or Indebtedness of any Parent Guarantor or a Restricted Subsidiary held by it will be deemed incurred at that time, and all Liens on property of any Parent Guarantor or a Restricted Subsidiary held by it will be deemed incurred at that time;

(3) all existing transactions between it and the Parent Guarantors, the Company or any Restricted Subsidiary will be deemed entered into at that time;

(4) it is released at that time from its Tranche A-[●] Exit Note Guarantee, if any; and

(5) it will cease to be subject to the provisions of this Indenture as a Restricted Subsidiary.

(e) Upon an Unrestricted Subsidiary becoming, or being deemed to become, a Restricted Subsidiary,

(1) all of its Indebtedness, Disqualified Capital Stock and, to the extent applicable, Preferred Stock will be deemed incurred at that time for purposes of Section 4.08;

(2) Investments therein previously charged under Section 4.19 will be credited thereunder;

(3) may be required to issue a guarantee; and

(4) it will thenceforward be subject to the provisions of this Indenture as a Restricted Subsidiary.

(f) The Designation of a Subsidiary of the Company as an Unrestricted Subsidiary will be deemed to include the Designation of all of the Subsidiaries of such Subsidiary. All Designations and Revocations must be evidenced by board resolutions of the Company's (or to the extent applicable, the Ultimate Parent's) board of directors and an Officers' Certificate delivered to the Trustee certifying compliance with the preceding provisions.

Section 4.21 *Limitation on Liens.* Neither any Parent Guarantor nor the Company shall, and they shall not cause or permit any of the Restricted Subsidiaries to, directly or indirectly, incur any Liens of any kind (except for Permitted Liens) against or upon any of their respective properties or assets, whether owned on the Issue Date or acquired after the Issue Date, or any proceeds therefrom.

Section 4.22 *Limitation on Asset Sales.* Neither any Parent Guarantor nor the Company shall, and they shall not permit any of the Restricted Subsidiaries to, consummate an Asset Sale unless:

(a) such Parent Guarantor, the Company (or such Restricted Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the Fair Market Value

(as determined at the time of contractually agreeing to such Asset Sale) of the assets or Capital Stock issued or sold or otherwise disposed of; and

(b) at least 75% of the consideration received in the Asset Sale, by such Parent Guarantor, the Company or such Restricted Subsidiary is in the form of cash or Cash Equivalents.

For purposes of clause (b) above, the amount of (i) any liabilities (as shown on the Ultimate Parent's, the Company's or the applicable Restricted Subsidiary's most recent balance sheet or in the notes thereto) of such Parent Guarantor, the Company or any Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Exit Notes or the Exit Note Guarantees) that are assumed by the transferee of any such assets or are terminated, cancelled or otherwise cease to be obligations of such Parent Guarantor or the Company in connection with such Asset Sale and, in each case from which such Parent Guarantor, the Company and all Restricted Subsidiaries have been validly released by all creditors in writing, (ii) any securities or other obligations or assets received by such Parent Guarantor, the Company or such Restricted Subsidiary from such transferee that are converted by such Parent Guarantor, the Company or Restricted Subsidiary into cash (to the extent of the cash received) within 180 days following the closing of such Asset Sale and (iii) any asset described in clause (c) below shall be deemed to be cash for purposes of this Section 4.22.

Within 365 days after the receipt of any net proceeds from an Asset Sale, the applicable Parent Guarantor or the Company (or, if applicable, the Restricted Subsidiary) may apply those net proceeds at its option in one or more of the following manners:

(a) [Reserved];

(b) to reduce Additional Secured Debt Facilities (other than obligations under the Exit Notes or the Exit Note Guarantees); *provided* that if the Company or any Guarantor shall so reduce Additional Secured Debt Facilities, the Company or such Guarantor shall equally and ratably reduce Obligations under the Exit Notes by, at their option (i) redeeming Tranche A-[●] Exit Notes as provided under Section 3.01, (ii) purchasing Tranche A-[●] Exit Notes through open-market purchases or (iii) by making an offer (in accordance with the procedures set forth herein for an Asset Sale Offer) to all holders of the Tranche A-[●] Exit Notes to purchase their Tranche A-[●] Exit Notes at a purchase price equal to 100% of the principal amount thereof, *plus* the amount of accrued but unpaid interest, if any, on the principal amount of Tranche A-[●] Exit Notes to be repurchased to the date of repurchase;

(c) (x) to make capital expenditures or (y) to purchase or make an Investment otherwise permitted under this Indenture in (A) any one or more businesses; *provided* that such Investment in any business is in the form of the acquisition of Capital Stock and it results in such Parent Guarantor, the Company or a Restricted Subsidiary owning an amount of the Capital Stock of such business such that such business constitutes a Restricted Subsidiary, (B) properties, or (C) any other assets that, in each of (A), (B) and (C), replace the businesses, properties and assets that are the subject of such Asset Sale; *provided* that if, during such 365-day period, such Parent Guarantor, the Company or a Restricted Subsidiary enters into a definitive binding agreement committing it to apply such net proceeds in accordance with the requirements of clause (x) or (y) of this paragraph after such 365th day, such 365-day period will be extended with respect to the amount

of net proceeds so committed for a period not to exceed 180 days until such net proceeds are required to be applied in accordance with such agreement (or, if earlier, until termination of such agreement); and/or

(d) any combination of the foregoing;

provided, in the case of clause (b) or (c) above, (i) if an offer to purchase any Indebtedness of such Parent Guarantor, the Company or any Restricted Subsidiary is made, such amount will be deemed repaid to the extent of the amount of such offer, whether or not accepted by the holders of such Indebtedness, and no net proceeds in the amount of such offer will be deemed to exist following such offer, and (ii) if the holder of any Indebtedness of a Restricted Subsidiary of such Parent Guarantor declines the repayment of such Indebtedness owed to it from such net proceeds such amount will be deemed repaid to the extent of the declined net proceeds.

Pending the final application of any net proceeds, a Parent Guarantor, the Company or the applicable Restricted Subsidiary may temporarily reduce revolving credit borrowings or otherwise invest the net proceeds in any manner that is not prohibited by this Indenture. Any net proceeds from an Asset Sale not applied or invested in accordance with the preceding paragraph within the time periods set forth above shall constitute “**Excess Proceeds**.” When the aggregate amount of Excess Proceeds exceeds U.S.\$75,000,000, such Parent Guarantor, the Company or the applicable Restricted Subsidiary will make an offer (an “**Asset Sale Offer**”) to all holders of the Exit Notes and such other Additional Secured Debt Facilities that contain provisions similar to those set forth in this Section 4.22 with respect to offers to purchase with the proceeds of sales of assets to purchase, on a *pro rata* basis, the maximum principal amount of the Exit Notes and such other Additional Secured Debt Facilities that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount thereof, *plus* accrued and unpaid interest, if any, to (but not including) the date of purchase, and will be payable in cash.

If any Excess Proceeds remain after consummation of an Asset Sale Offer, the applicable Parent Guarantor, the Company or the applicable Restricted Subsidiary may use those Excess Proceeds for any purpose not otherwise prohibited by this Indenture. If the aggregate principal amount of Notes tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds required to purchase Notes above, the Tranche A-[●] Exit Notes to be purchased will be selected on a *pro rata* basis and in accordance with DTC procedures, as applicable. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds hereunder will be reset at zero. To the extent Excess Proceeds exceed the outstanding aggregate principal amount of the Tranche A-[●] Exit Notes (and, if required by the terms thereof, all Indebtedness that ranks *pari passu* with the Tranche A-[●] Exit Notes), the Company need only make an Asset Sale Offer up to the outstanding aggregate principal amount of Tranche A-[●] Exit Notes (and any such Indebtedness that ranks *pari passu* with the Tranche A-[●] Exit Notes), and any additional Excess Proceeds will not be subject to this Section 4.22 and will be permitted to be used for any purpose otherwise permitted hereunder in the Company’s discretion.

The Company may, at its option, satisfy the foregoing obligations with respect to any net proceeds from an Asset Sale by making an Asset Sale Offer with respect to such net proceeds prior to the date required by this Indenture with respect to all or a part of the net proceeds. An Asset Sale Offer may be made at the same time as consents are solicited with respect to an

amendment, supplement or waiver of this Indenture, Tranche A-[●] Exit Notes and/or Exit Note Guarantees. The provisions under this Indenture relative to the Company's obligations to make an offer to repurchase the Tranche A-[●] Exit Notes as a result of an Asset Sale may be waived or modified with the written consent of the Required Holders.

The Parent Guarantors, the Company or the applicable Restricted Subsidiary will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with this Section 4.22, the Parent Guarantors, the Company or the applicable Restricted Subsidiary will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 4.22 by virtue of such conflict.

Section 4.23 *Limitation on Dividends and Other Payment Restrictions Affecting Subsidiaries*. Neither the Parent Guarantors nor the Company will, and they will not permit any of the Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any such Restricted Subsidiary to:

(a) pay dividends or make any other distributions on its Capital Stock to the Parent Guarantors, the Company or any of the Restricted Subsidiaries, or pay any Indebtedness owed to the Parent Guarantors, the Company or any of the Restricted Subsidiaries;

(b) make loans or advances to the Parent Guarantors, the Company or any of the Restricted Subsidiaries; or

(c) sell, lease or transfer any of its properties or assets to the Parent Guarantors, the Company or any of the Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(a) contractual encumbrances or restrictions in effect on the Issue Date, including, without limitation, pursuant to Indebtedness in existence on the Issue Date;

(b) this Indenture, the Tranche A-[●] Exit Notes, the Collateral Documents and Exit Note Guarantees;

(c) Finance Lease Obligations, Purchase Money Indebtedness or other obligations permitted under Section 4.08(b) that, in each case, impose restrictions of the nature discussed in clause (c) above in the first paragraph of this Section 4.23 on the property so acquired;

(d) applicable law or any applicable rule, regulation or order;

(e) any agreement or other instrument of a Person acquired by the Parent Guarantors, the Company or any Restricted Subsidiary in existence at the time of such acquisition (but not created in connection therewith or in contemplation thereof or to provide all or a portion of the funds or credit support utilized to consummate such acquisition), which encumbrance or restriction

is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired;

(f) contracts for the sale of assets (including sale and lease back agreements), including without limitation, customary restrictions with respect to a Restricted Subsidiary pursuant to an agreement that has been entered into for the sale or disposition of the Capital Stock or assets of such Restricted Subsidiary;

(g) secured Indebtedness otherwise permitted to be incurred pursuant to Sections 4.08 and 4.21 that limits the right of the debtor to dispose of the assets securing such Indebtedness;

(h) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business or other restrictions on cash or deposits constituting Permitted Liens;

(i) customary provisions in joint venture agreements and other similar agreements entered into in the ordinary course of business;

(j) customary provisions contained in leases, subleases, licenses, sublicensor asset sale agreements and other agreements;

(k) other Indebtedness or Preferred Stock, in each case, that is incurred subsequent to the Issue Date pursuant to this Indenture; *provided*, that in the good faith judgment of the board of directors of the Ultimate Parent or the Company, any such encumbrance or restriction contained in such Indebtedness shall not prohibit (except upon a default or event of default thereunder) the payment of dividends in an amount sufficient, as determined by the board of directors of the Ultimate Parent or the Company in good faith, to make scheduled cash payments on the Tranche A-[●] Exit Notes when due; and

(l) any encumbrances or restrictions of the type referred to in clauses (a), (b) and (c) of the first paragraph above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (k) above; *provided* that the encumbrances or restrictions imposed by such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the board of directors of the Ultimate Parent or the Company, not materially more restrictive than encumbrances and restrictions contained in such predecessor agreements and do not affect the Company's and the Guarantors' ability, taken as a whole, to make payments of interest and scheduled payments of principal in respect of the Tranche A-[●] Exit Notes, in each case as and when due.

For purposes of determining compliance with this Section 4.23, (1) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock will not be deemed a restriction on the ability to make distributions on Capital Stock and (2) the subordination of loans or advances made to a Parent Guarantor, the Company or a Restricted Subsidiary to other Indebtedness incurred by a Parent Guarantor, the Company or any such Restricted Subsidiary will not be deemed a restriction on the ability to make loans or advances.

Section 4.24 *Loyalty Programs.*

(a) The Issuer agrees to honor (or cause LifeMiles to honor) Currency according to the policies and procedures of the Loyalty Program except to the extent that would not reasonably be expected to cause a Material Adverse Effect;

(b) The Issuer shall take (or cause any of the Restricted Subsidiaries to take) any action permitted that it, in its reasonable business judgment, determines is advisable, in order to diligently and promptly (i) enforce its rights and any remedies available to it under the LifeMiles Agreements, (ii) perform its obligations under the LifeMiles Agreements and (iii) cause the applicable counterparties to perform their obligations under the related LifeMiles Agreements, including such counterparties' obligations to make payments to and indemnify the Issuer (or the Restricted Subsidiary, as applicable) in accordance with the terms thereof in each case except to the extent that would not reasonably be expected to cause a Material Adverse Effect;

(c) The Issuer shall not substantially reduce the Loyalty Program business or modify the terms of the Loyalty Program in any manner that would reasonably be expected to cause a Material Adverse Effect;

(d) The Issuer shall not and shall not permit any of the Restricted Subsidiaries to change the policies and procedures of the Loyalty Program in any manner that would reasonably be expected to cause a Material Adverse Effect; and

(e) The Issuer shall not, or shall permit any of its Subsidiaries to, establish, create, or operate any Loyalty Program, other than the Loyalty Program in effect on the Issue Date, unless: (x) substantially all (i) such Loyalty Program cash payments (which excludes, for the avoidance of doubt, airline revenues such as ticket sales and baggage fees), (ii) accounts in which such cash payments are deposited, (iii) intellectual property and member data (but solely to the extent that such intellectual property and member data would be included in the scope of the IP Pledge), and (iv) material third-party co-branding, partnering or similar agreements, including airline-to-airline frequent flyer program agreements related to or entered into in connection with such Loyalty Program, intercompany agreements and other property concerning the operation of such Loyalty Program are pledged to the Collateral Trustee as Collateral on a first lien basis on terms consistent with the terms in effect on the Issue Date or required to be granted thereafter pursuant to Section 4.13, and (y) such Loyalty Program would be on terms substantially similar to those of the Loyalty Program as of the Issue Date or otherwise acceptable to the Required Holders.

Section 4.25 *Limitation on Sale and Leaseback Transactions.* The Issuer shall not, or shall permit any of the Restricted Subsidiaries to, enter into any Sale and Leaseback Transaction; *provided* that the Issuer or any Restricted Subsidiary may enter into a Sale and Leaseback Transaction: (A) in connection with the refinancing of any aircraft, engines or spare parts, or (B) in connection with any assets other than aircraft, engines or spare parts, if: (a) the Issuer or such Restricted Subsidiary, as the case may be, could have (i) incurred Indebtedness in an amount equal to capitalized amount of such obligation at the time any determination thereof is to be made as determined on the basis of IFRS relating to such Sale and Leaseback Transaction pursuant to Section 4.06 and (ii) incurred a Lien to secure such Indebtedness pursuant to Section 4.21; and (b)

the gross cash proceeds of such Sale and Leaseback Transaction are at least equal to the Fair Market Value of the property that is the subject of such Sale and Leaseback Transaction.

Section 4.26 *Re-registration, Listing.*

(a) In connection with this agreement and the issuance of the Tranche A-[●] Exit Notes, the Issuer hereby undertakes to re-register as a public company within six months from the date hereof.

(b) The Issuer shall list the Tranche A-[●] Exit Notes on the TISE (a “recognised stock exchange” for the purposes of Section 1005 of the United Kingdom Income Tax Act 2007) before the first Interest Payment Date and shall use commercially reasonable best efforts to obtain and maintain such listing; *provided, however*, that the Issuer may delist the Tranche A-[●] Exit Notes from such exchange in accordance with the rules of such exchange and seek an alternative admission to listing, trading and/or quotation for the Tranche A-[●] Exit Notes on a different section of such exchange or by such other listing authority, stock exchange and/or quotation system that has been designated as a “recognised stock exchange” for the purposes of Section 1005 of the United Kingdom Income Tax Act 2007, as the Issuer’s board of directors may decide. The Issuer shall promptly notify the Trustee in writing if the Tranche A-[●] Exit Notes become listed on any stock exchange (other than the TISE) and of any delisting of the Tranche A-[●] Exit Notes from any stock exchange.

ARTICLE 5
CONSOLIDATION, MERGER, SPIN-OFF (ESCISIÓN) OR TRANSFER

Section 5.01 *Limitation on Consolidation, Merger, Spin-Off (escisión) or Transfer of Assets.* None of the Issuer or any Guarantor will consolidate with or merge with or into, or spin-off (*escindirse*), or sell, convey, transfer or dispose of, or lease all or substantially all of its assets as an entirety or substantially as an entirety, in one transaction or a series of related transactions, to, any Person (other than any consolidation, merger, spin-off (*escisión*), sale, conveyance, transfer, disposition or lease of all or substantially all assets pursuant to the Plan of Reorganization), except that

(a) a Guarantor may merge with or into, or spin-off (*escindirse*), or sell, convey, transfer or dispose of, or lease all or substantially all of its assets as an entirety or substantially as an entirety, in one transaction or a series of related transactions, to, any Person if:

(1) the resulting, surviving or transferee Person (if not the Issuer or such Guarantor) will be a Person organized and existing under the laws of England and Wales, the United Kingdom, Colombia, the United States of America, any State thereof or the District of Columbia, the laws of the jurisdiction under which such Guarantor was organized or any other country whose long-term debt has a Minimum Rating as of the effective date of such transaction, and such Person expressly assumes, by a supplemental indenture to this Indenture and supplements to the Collateral Documents, executed and delivered to the Trustee and the Collateral Trustee, all obligations of such Guarantor under the Tranche A-[●] Exit Notes, the Tranche A-[●] Exit Note Guarantees, this Indenture and the Collateral Documents, as applicable;

(2) immediately after giving effect to such transaction, no Event of Default will have occurred and be continuing; and

(3) the Company will have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel from independent legal counsel, each stating that such merger, sale, conveyance, spin-off, transfer, disposal or lease and such supplemental indenture and supplements to the Collateral Documents, if any, comply with this Indenture and the Collateral Documents;

provided that (i) clause (1) shall not apply to any merger, sale, conveyance, or spin-off, transfer, disposal of a Guarantor or lease of all of a Guarantor's assets as an entirety or substantially as an entirety, in one transaction or a series of related transactions, with or to any person that is not an Affiliate of the Issuer or Guarantor so long as such transaction or series of related transactions does not constitute all or substantially all of the Issuer's and Guarantors' assets as an entirety or substantially as an entirety and (ii) clause (2) shall not apply to the consolidation or merger of any Guarantor with or into the Issuer or any other Guarantor, as applicable; and

(b) the Issuer may merge with or into, or spin-off (*escindirise*), or sell, convey, transfer or dispose of, or lease all or substantially all of its assets as an entirety or substantially as an entirety, in one transaction or a series of related transactions, to, any Person if:

(1) the resulting, surviving or transferee Person will be a Person organized and existing under the laws of England and Wales, and such Person expressly assumes, by a supplemental indenture to this Indenture and supplements to the Collateral Documents, executed and delivered to the Trustee and the Collateral Trustee, all obligations of the Issuer under the Tranche A-[●] Exit Notes, this Indenture and the Collateral Documents, as applicable;

(2) immediately after giving effect to such transaction, no Event of Default will have occurred and be continuing;

(3) the Issuer could incur U.S.\$1.00 of additional Indebtedness pursuant to Section 4.08(a), on a pro forma basis taking into account such transaction; and

(4) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel from independent legal counsel, each stating that such merger, sale, conveyance, spin-off, transfer, disposal or lease and such supplemental indenture and supplements to the Collateral Documents, if any, comply with this Indenture and the Collateral Documents.

The Trustee shall be entitled to conclusively rely with no liability therefor on and shall accept such Officers' Certificate and Opinion of Counsel as sufficient evidence of the satisfaction of the conditions precedent set forth in this Section 5.01, in which event it shall be conclusive and binding on the Holders.

Section 5.02 *Successor Substituted*. Upon any consolidation or merger, or any sale, assignment, conveyance, transfer, lease or disposition of all or substantially all of the properties and assets of the Issuer or any Guarantor in accordance with Section 5.01 in which the Issuer or such Guarantor is not the continuing obligor or Guarantor, as the case may be, under this Indenture, the surviving or transferee Person shall succeed to, and be substituted for, and may exercise every

right and power of, the Issuer or such Guarantor, as the case may be, under this Indenture with the same effect as if such successor had been named as the Issuer or Guarantor herein. When a successor assumes all the obligations of its predecessor under this Indenture, the Tranche A-[●] Exit Notes and the Tranche A-[●] Exit Note Guarantee, the predecessor shall be released from those obligations; *provided* that in the case of a transfer by lease, the predecessor shall not be released from the payment of principal and interest on the Tranche A-[●] Exit Notes.

ARTICLE 6 EVENTS OF DEFAULT AND REMEDIES

Section 6.01 *Events of Default*. The term “**Event of Default**” means, when used herein, any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to, or as a result of any failure to obtain, any authorization, order, rule, regulation, judgment or decree of any governmental or administrative body or court):

(a) any default in any payment of interest (including any related Additional Amounts) on any Tranche A-[●] Exit Note when the same becomes due and payable, and such default continues for a period of 30 days;

(b) any default in the payment of principal of or premium on (including any related Additional Amounts) any Tranche A-[●] Exit Note when the same becomes due and payable upon acceleration or redemption or otherwise;

(c) a Parent Guarantor, the Issuer or a Guarantor fails to comply with any of their covenants or agreements in the Tranche A-[●] Exit Notes, Tranche A-[●] Exit Note Guarantees, this Indenture or the Collateral Documents (other than those referred to in (a) and (b) above), and such failure continues for 60 days after the Company’s receipt of the notice specified below; *provided* that in the case of a failure to comply with Section 4.06 within the first 18 months after the Issue Date, such period of continuance of such default or breach shall be 120 days after receipt of such written notice;

(d) (i) a Parent Guarantor, the Company or any Significant Subsidiary defaults under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by a Parent Guarantor, the Company or any such Significant Subsidiary (or the payment of which is guaranteed by the Company or any such Significant Subsidiary) whether such Indebtedness or guarantee now exists (other than any pre-petition Indebtedness that has been discharged under the Plan of Reorganization), or is created after the Issue Date, if (A) such default either (1) results from the failure to pay any such Indebtedness at its stated maturity (after giving effect to any applicable grace periods) or (2) relates to an obligation other than the obligation to pay principal of any such Indebtedness at its stated maturity and results in the holder or holders of such Indebtedness causing such Indebtedness to become due prior to its stated maturity and (B) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at stated maturity (after giving effect to any applicable grace periods), or the maturity of which has been so accelerated, totals U.S.\$50,000,000 (or the equivalent thereof at the time of determination) or more in the aggregate or (ii) LifeMiles defaults under any Indebtedness of LifeMiles if (A) such

default results in the holder or holders of such Indebtedness to have the right or ability to cause such Indebtedness to become due prior to its stated maturity and (B) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness of LifeMiles in default, the maturity of which has been so accelerated, totals U.S.\$50,000,000 (or the equivalent thereof at the time of determination) or more in the aggregate;

(e) one or more final judgments or decrees for the payment of money of U.S.\$50,000,000 (or the equivalent thereof in other currencies at the time of determination) or more in the aggregate (to the extent not covered by an insurance policy or policies issued by insurance companies with sufficient financial resources to perform their obligations under such policies) are rendered against a Parent Guarantor, the Company or any Significant Subsidiary and are not paid (whether in full or in installments in accordance with the terms of the judgment) or otherwise discharged and, in the case of each such judgment or decree, there is a period of 60 days after such judgment becomes final during which such judgment or decree is not discharged, waived or the execution thereof stayed and, in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(f) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(1) is for relief against a Parent Guarantor, the Company or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, in an involuntary case;

(2) appoints a custodian of a Parent Guarantor, the Company or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary or for all or substantially all of the property of the Company or any of the Restricted Subsidiaries; or

(3) orders the liquidation of a Parent Guarantor, the Company or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary and the order or decree remains unstayed and in effect for 60 consecutive days;

(g) a Parent Guarantor, the Company, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary, pursuant to or within the meaning of any Bankruptcy Law:

(1) commences a voluntary case;

(2) consents to the entry of an order for relief against it in an involuntary case;

(3) consents to the appointment of a custodian of it or for all or substantially all of its property;

(4) makes a general assignment for the benefit of its creditors; or

(5) admits in writing its inability generally to pay its debts;

(h) the Tranche A-[●] Exit Note Guarantee of a Parent Guarantor or a Significant Subsidiary that is a Guarantor or any group of Subsidiaries that are Guarantors and that, taken together as of the date of the most recent audited financial statements of the Company, would constitute a Significant Subsidiary ceases to be in full force and effect (except as contemplated by the terms hereof) or a Parent Guarantor or any such Guarantor or group of Guarantors denies or disaffirms its obligations under this Indenture or any such Tranche A-[●] Exit Note Guarantee, other than by reason of the release of the Tranche A-[●] Exit Note Guarantee in accordance with the terms of Section 10.09;

(i) (x) the Liens created by the Collateral Documents shall at any time cease to constitute a valid and perfected Lien on any material portion of the Collateral intended to be covered thereby (unless perfection is not required by the Indenture or the Collateral Documents) other than (A) in accordance with the terms of the relevant Collateral Document and the Indenture, (B) the satisfaction in full of all obligations under the Indenture or (C) any loss of perfection that results from the failure of the Collateral Trustee to maintain possession of certificates delivered to it representing securities pledged under the Collateral Documents and (y) such default continues for 30 days after receipt of written notice given by the Trustee or the holders of not less than 25% in aggregate principal amount of the then Outstanding Tranche A-[●] Exit Notes; provided that such default relates to Liens in excess of U.S.\$25,000,000;

(j) unless all the Collateral has been released from the Liens in accordance with the provisions of the Collateral Documents, the Company shall assert or a Parent Guarantor or any Guarantor that is a Significant Subsidiary (or any group of Subsidiaries that are Guarantors and that, taken together as of the date of the most recent audited financial statements of the Company, would constitute a Significant Subsidiary) shall assert, in any pleading in a court of competent jurisdiction, with respect to any Collateral, that any such security interest is invalid or unenforceable.

A Default under clause (c) of this Section 6.01 shall not constitute an Event of Default until the Company shall have received from the Trustee (acting solely at the written discretion of the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes then outstanding) or the Holders of at least 25% in principal amount of the Tranche A-[●] Exit Notes written notice of such Default and the Company does not cure such Default within 60 days after receipt of such notice.

An Event of Default under clause (d) of this Section 6.01 and all consequences thereof shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders of the Tranche A-[●] Exit Notes, if within 20 days after such Event of Default arose:

(1) the Indebtedness that is the basis for such Event of Default has been discharged;

(2) holders of such Indebtedness have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(3) the default that is the basis for such Event of Default has been cured.

As long as the insolvency laws of the jurisdiction in which a Parent Guarantor, the Issuer or any Significant Subsidiary or Guarantor are organized provide for restrictions on or sanctions associated with the ability of the Trustee or the Holders of the Tranche A-[●] Exit Notes to, directly or indirectly, exercise the right to declare an Event of Default under clause (f) and (g), nothing in clause (f) and (g) shall (1) prevent the commencement of any reorganization proceeding in such jurisdiction, whether voluntary or involuntary, in respect of a Parent Guarantor, the Issuer or any Significant Subsidiary or Guarantor, (2) prohibit a Parent Guarantor, the Issuer or Significant Subsidiary from entering into a reorganization proceeding, or (3) cause an unfavorable effect (*efecto desfavorable*) upon a Parent Guarantor, the Issuer or any Significant Subsidiary or Guarantor.

Section 6.02 *Acceleration of Maturity, Rescission and Amendment.*

(a) If an Event of Default (other than an Event of Default specified in Section 6.01(f) or Section 6.01(g)) occurs and is continuing, the Trustee (acting solely at the written direction of the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes then Outstanding) or the Holders of not less than 25% in principal amount of the Outstanding Tranche A-[●] Exit Notes may declare all unpaid principal of and accrued and unpaid interest on all Tranche A-[●] Exit Notes to be due and payable immediately, by a notice in writing to the Company (and to the Trustee, if the notice is given by the Holders), stating that such notice is an “acceleration notice,” and upon any such declaration such amounts shall become due and payable immediately. If an Event of Default specified in Section 6.01(f) or Section 6.01(g) occurs and is continuing, then the principal of and accrued and unpaid interest on all Tranche A-[●] Exit Notes shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder; *provided* that, under applicable law, such acceleration would not result in subordination of the claim, in which case the Tranche A-[●] Exit Notes may only be accelerated upon the vote of the Required Holders.

(b) At any time after a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter provided in this Article, the Required Holders by written notice to the Company and the Trustee may rescind or annul such declaration if:

(1) the Company has paid or deposited with the Trustee a sum sufficient to pay (A) all overdue interest on Outstanding Tranche A-[●] Exit Notes, (B) all unpaid principal of the Tranche A-[●] Exit Notes that has become due otherwise than by such declaration of acceleration, (C) to the extent that payment of such interest on the Tranche A-[●] Exit Notes is lawful, interest on such overdue interest (including any Additional Amounts) as provided herein and (D) all sums paid or advanced by the Trustee and Agents hereunder and the reasonable compensation, expenses, disbursements and advances of, and indemnity due to, the Trustee and Agents and their agents and counsel; and

(2) all Events of Default have been cured or waived as provided in Section 6.13 other than the nonpayment of principal that has become due solely because of acceleration.

(c) An Event of Default under Section 6.01(d) and all consequences thereof shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders of the Tranche A-[●] Exit Notes, if within 20 days after such Event of Default arose:

(1) the Indebtedness that is the basis for such Event of Default has been discharged;

(2) Holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(3) the default that is the basis for such Event of Default has been cured.

(d) No rescission pursuant to this Section 6.02 shall affect any subsequent Default or Event of Default or impair any right consequent thereto.

(e) Upon (i) the acceleration of amounts due under the Tranche A-[●] Exit Notes in accordance with the this Section 6.02 or (ii) the occurrence of any of the Events of Default under Section 6.01(a), (b), (f), (g), (h), (i) or (j) (each, an “**Enforcement Event**”), the Collateral Trustee shall be entitled to vote the pledged shares.

Section 6.03 Collection Suit by Trustee. If an Event of Default specified in Section 6.01(a) or 6.01(b) occurs, the Trustee, in its own name as trustee of an express trust (acting solely at the written direction of the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes then Outstanding), (i) shall institute a judicial proceeding for the collection of the whole amount then due and payable on such Tranche A-[●] Exit Notes for principal and interest (including Additional Amounts), and interest on any overdue principal and, to the extent that payment of such interest (including Additional Amounts) shall be legally enforceable, upon any overdue installment of interest (including Additional Amounts), at the rate borne by the Tranche A-[●] Exit Notes, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, indemnities, disbursements and advances of the Trustee, its agents and counsel, (ii) shall prosecute such proceeding to judgment or final decree and (iii) shall enforce the same against the Company or any other obligor upon the Tranche A-[●] Exit Notes and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Company or any other obligor under the Tranche A-[●] Exit Notes, wherever situated.

If an Event of Default occurs and is continuing, the Trustee shall (acting solely at the written direction of the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes then Outstanding) proceed to protect and enforce its rights and the rights of the Holders by any available proceeding at law or in equity, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Indenture), the Trustee shall be held to represent all the Holders, and it shall not be necessary to make any Holder a party to any such proceedings.

Section 6.04 *Other Remedies*. If an Event of Default occurs and is continuing, the Trustee shall (acting solely at the written direction of the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes then Outstanding) pursue any available remedy to collect the payment of principal of or interest (including Additional Amounts) on the Tranche A-[●] Exit Notes or to enforce the performance of any provision of the Tranche A-[●] Exit Notes or this Indenture. For the purpose of enabling the Collateral Trustee to exercise rights and remedies hereunder at such time as the Collateral Trustee shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, the Issuer and each Guarantor hereby grants to the Collateral Trustee, an irrevocable, non-exclusive, worldwide, royalty-free (and free of any other obligation of payment) license to use, assign, license or sublicense any of the intellectual property subject to IP Pledge now owned, licensed or hereafter acquired by the Issuer or such Guarantor.

Section 6.05 *Trustee May Enforce Claims Without Possession of Tranche A-[●] Exit Notes*. All rights of action and claims under this Indenture or the Tranche A-[●] Exit Notes may be prosecuted and enforced by the Trustee without the possession of any of the Tranche A-[●] Exit Notes or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name and as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Tranche A-[●] Exit Notes in respect of which such judgment has been recovered.

Section 6.06 *Application of Money Collected*. Subject to any Collateral Trust Agreement, any money collected by the Trustee (or the Principal Paying Agent on behalf of the Trustee) pursuant to this Article 6 shall be applied in the following order:

FIRST: ratably to the Trustee, the Registrar, the Transfer Agent, the Principal Paying Agent and the Collateral Trustee for amounts due to it hereunder (including, without limitation, under Section 7.06);

SECOND: to Holders for amounts due and unpaid on the Tranche A-[●] Exit Notes for principal and interest (including Additional Amounts), ratably, without preference or priority of any kind, according to the amounts due and payable on the Tranche A-[●] Exit Notes for principal and interest (including Additional Amounts), respectively; and

THIRD: to the Company or, to the extent the Trustee or a Paying Agent collects any amounts from any Guarantor, to such Guarantor or as a court of competent jurisdiction may direct.

The Trustee may fix a record date and payment date for any payment to Holders pursuant to this Section 6.06. At least 15 days before such record date, the Company shall mail to each Holder and the Trustee a notice that states the record date, the payment date and amount to be paid.

Section 6.07 *Limitation on Suits*. A Holder may not pursue any remedy with respect to this Indenture or the Tranche A-[●] Exit Notes unless:

(1) the Holder has previously given to the Trustee written notice stating that an Event of Default has occurred and is continuing;

(2) the Holders of at least 25% in principal amount of the Tranche A-[●] Exit Notes have made a written request to the Trustee to pursue the remedy in respect of such Event of Default;

(3) such Holder or Holders has offered and provided to the Trustee security or indemnity reasonably satisfactory to the Trustee against any cost, loss, liability or expense to be incurred in compliance with such request;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and provision of security or indemnity; and

(5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Required Holders.

A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over another Holder.

Section 6.08 Rights of Holders to Receive Principal and Interest. Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal of and interest on the Tranche A-[●] Exit Notes held by such Holder, on or after the respective Payment Dates expressed in the Tranche A-[●] Exit Notes, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.09 Restoration of Rights and Remedies. If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Company, the Guarantors, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 6.10 Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due to the Trustee hereunder) and the Holders allowed in any judicial proceedings relative to the Company or any Guarantor, their respective creditors or their respective properties and, unless prohibited by law or applicable regulations, may vote on behalf of the Holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.06. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition

affecting the Tranche A-[●] Exit Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.11 *Delay or Omission Not Waiver.* No delay or omission of the Trustee or of any Holder of any Tranche A-[●] Exit Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article 6 or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

Section 6.12 *Control by Holders.* The Required Holders may direct in writing the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. However, the Trustee shall be under no obligation to exercise any of the rights or powers under this Indenture at the request or direction of the Holders if such request or direction conflicts with any law or with this Indenture or, subject to Section 7.01, if the Trustee determines it is unduly prejudicial to the rights of other Holders (it being understood that, subject to Sections 7.01 and 7.02, the Trustee shall have no duty to ascertain whether or not such actions or forbearance are unduly prejudicial to such Holders) or would involve the Trustee in personal liability or expense; *provided, however*, that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such request or direction. Prior to taking any action hereunder, the Trustee shall be entitled to indemnification satisfactory to it in its sole discretion against all costs, losses, liabilities and expenses caused by taking or not taking such action. To the extent that the Trustee acts at the direction of the Holders under a Trust Mandate or the Trustee directs the Collateral Trustee under a Trust Mandate, it shall mean that the Trustee acts solely at the written direction of the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes then Outstanding. In the event the Trustee shall receive conflicting or inconsistent requests and indemnity from two or more groups of Holders, each representing less than the Required Holders, the Trustee shall take such action as requested by the Holders representing the greatest principal amount of the Outstanding Tranche A-[●] Exit Notes in the aggregate, notwithstanding any other provisions of this Indenture.

Section 6.13 *Waiver of Past Defaults and Events of Default.* Subject to Section 6.02, the Required Holders by written notice to the Trustee may waive an existing Default or Event of Default and its consequences except (i) a Default or Event of Default in the payment of the principal of or interest on a Tranche A-[●] Exit Note or (ii) a Default or Event of Default in respect of a provision that under Section 9.02 cannot be amended without the consent of each Holder affected. When a Default or Event of Default is waived, it is deemed cured, but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any consequent right.

Section 6.14 *Rights and Remedies Cumulative.* Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Tranche A-[●] Exit Notes in Section 2.08, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 6.15 *Waiver of Stay or Extension Laws.* The Issuer and each Guarantor covenant (to the extent that it may lawfully do so) that it shall not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture or the Tranche A-[●] Exit Notes; and the Issuer and each Guarantor (to the extent that it may lawfully do so) hereby expressly waive all benefit or advantage of any such law, and shall not hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE 7 TRUSTEE AND AGENTS

Section 7.01 *Duties of Trustee and Agents.*

(a) If an Event of Default of which a Responsible Officer of the Trustee has actual knowledge has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) Except during the continuance of an Event of Default in the case of the Trustee only of which a Responsible Officer of the Trustee has actual knowledge, (i) the Trustee and each Agent undertake to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee or any Agent; and (ii) in the absence of bad faith on the part of the Trustee or any Agent, the Trustee or such Agent, as the case may be, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee or such Agent, as the case may be, and conforming to the requirements of this Indenture. However, in the case of any certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee or any Agent, the Trustee or such Agent, as the case may be, shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of the mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liability for its own gross negligence, bad faith or willful misconduct, except that:

- (1) this Section 7.01(c) does not limit the effect of Section 7.01(b);
- (2) neither the Trustee nor any Agent shall be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Trustee or such Agent, as the case may be, was grossly negligent in ascertaining the pertinent facts; and
- (3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.07 or exercising any trust or power conferred upon it under this Indenture.

(d) Neither the Trustee nor any Agent shall be liable for interest on any money received by it except as each may agree in writing with the Company.

(e) Money held in trust by the Trustee or any Agent need not be segregated from other funds except to the extent required by law.

(f) No provision of this Indenture shall require the Trustee or any Agent to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds and/or adequate indemnity against such risk or liability is not satisfactorily assured to it.

(g) The Trustee and any Agent shall be under no obligation to exercise any of the rights or powers under this Indenture at the request or direction of the holders if such request or direction conflicts with any law or with this Indenture or, subject to the terms of this Indenture, if the Trustee or applicable Agent determines it is unduly prejudicial to the rights of other holders or would involve Trustee or applicable Agent in personal liability or expense; *provided, however*, that Trustee or applicable Agent may, but shall not be obliged to, take any other action deemed proper by Trustee or applicable Agent that is not inconsistent with such request or direction.

(h) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee and any Agent shall be subject to the provisions of this Section 7.01.

Section 7.02 *Rights of Trustee.*

(a) The Trustee and each Agent may rely upon, and shall be protected in acting or refraining from acting based upon, any document believed by it to be genuine and to have been signed or presented by the proper Person. Neither the Trustee nor any Agent need investigate any fact or matter stated in any such document.

(b) Before the Trustee or any Agent acts or refrains from acting, it may require an Officers' Certificate, the written advice of a qualified tax expert or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officers' Certificate, the qualified tax expert's written advice or Opinion of Counsel.

(c) The Trustee or any Agent may act through agents and shall not be responsible for the willful misconduct or gross negligence of any agent appointed with due care.

(d) Any request, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced by an Officers' Certificate of the Company (unless other evidence in respect thereof be herein specifically prescribed).

(e) Neither the Trustee nor any Agent shall be under an obligation to exercise any of the trusts or powers vested in it by this Indenture at the request, order or direction of any of the Holders pursuant to the provisions of this Indenture, unless such Holders shall have offered to the Trustee or such Agent security or indemnity reasonably satisfactory to the Trustee or such Agent, as applicable, against the costs, expenses and liabilities that might be incurred thereby.

(f) Neither the Trustee nor any Agent shall be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; *provided* that the conduct of the Trustee or any such Agent does not constitute gross negligence.

(g) Each of the Trustee and any Agent may consult with counsel, and the written legal advice or opinion of counsel which has been documented and retained by the Trustee or applicable Agent on its files with respect to legal matters relating to this Indenture and the Tranche A-[●] Exit Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with such written advice or opinion of such counsel which has been documented and retained by the Trustee or applicable Agent.

(h) Neither the Trustee nor any Agent shall be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document unless, in the case of the Trustee, requested in writing by the Required Holders; *provided* that if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not satisfactorily assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee may require from the Holders indemnity satisfactory to the Trustee against such expenses or liabilities as a condition to proceeding; the reasonable expenses of every such investigation shall be paid by the Company or, if paid by the Trustee, shall be reimbursed by the Company upon demand.

(i) Neither the Trustee nor any Paying Agent shall be required to invest, or shall be under any liability for interest, on any moneys at any time received by it pursuant to any of the provisions of this Indenture or the Tranche A-[●] Exit Notes except as the Trustee or any Paying Agent may otherwise agree with the Company. Such moneys need not be segregated from other funds except to the extent required by mandatory provisions of law.

(j) In no event shall the Trustee or any Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, lost profits) regardless of whether or not such damages were foreseeable or contemplated, even if the Trustee has been advised of the likelihood of such loss or damage and the form of action.

(k) The permissive rights of the Trustee enumerated herein shall not be construed as duties of the Trustee, and the Trustee shall not be answerable for other than its own gross negligence or willful misconduct in the performance or omission or any such act.

(l) The rights, privileges, protections, immunities and benefits given to the Trustee hereunder, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each of its Responsible Officers, agents, custodians and other Persons employed to act hereunder as if they were each expressly set forth herein for the benefit of the Trustee in each such capacity, Responsible Officer, agent, custodian, other Person or employee of the Trustee, *mutatis mutandis*. The Collateral Trustee shall be subject to a prudent person standard either before, in or during an Event of Default.

(m) Neither the Trustee nor any Agent shall be required to take notice or be deemed to have notice or knowledge of any fact, event, Default or Event of Default unless a Responsible Officer of the Trustee or applicable Agent with direct responsibility for this Indenture shall have received written notice of such fact, event, Default or Event of Default or obtained actual knowledge thereof, it being understood that any lawsuit or other notice provided in accordance with the terms of this Indenture or, in the case of the Collateral Trustee, the Collateral Documents, shall be deemed to constitute such written notice received by a Responsible Officer of the Trustee or applicable Agent. In the absence of receipt of such written notice or actual knowledge, the Trustee and the Agents may conclusively assume there is no Default or Event of Default.

(n) Neither the Trustee nor the Agents shall have any duty (A) to see to any recording, filing, or depositing of this Indenture, (B) to see to any insurance or (C) to see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind.

(o) Neither the Trustee nor the Agents shall be required to give any bond or surety in respect of the powers granted hereunder.

(p) Delivery of reports, information and documents to the Trustee shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's or any other entity's compliance with any covenants under this Indenture, the Tranche A-[●] Exit Notes or any other related documents. Neither the Trustee nor the Agents shall be obligated to monitor or confirm, on a continuing basis or otherwise, the Company's or any other entity's compliance with the covenants described herein or with respect to any reports or other documents filed under this Indenture, the Tranche A-[●] Exit Notes or any other related document; *provided* that, upon receipt of any lawsuit or material notice from any Governmental Authority, the Issuer or any Guarantor or any third party that could adversely affect the legal rights of the Holders under this Indenture or the Tranche A-[●] Exit Notes, the Collateral or the Liens granted therein, the Trustee or applicable Agent shall notify the Holders thereof and seek written instructions related thereto.

(q) No provision of this Indenture or the Tranche A-[●] Exit Notes shall be deemed to impose any duty or obligation on the Trustee or the Agents to take or omit to take any action, or suffer any action to be taken or omitted, in the performance of its duties or obligations under this Indenture or the Tranche A-[●] Exit Notes, or to exercise any right or power thereunder, to the extent that taking or omitting to take such action or suffering such action to be taken or omitted would violate applicable law binding upon it (which determination may be based on the advice or opinion of counsel).

(r) Notwithstanding anything to the contrary herein, any and all email communications (both text and attachments) by or from the Trustee that the Trustee deems to contain confidential, proprietary, and/or sensitive information may be encrypted. The recipient (the "**Email Recipient**") of the encrypted email communication will be required to complete a registration process. Instructions on how to register and/or retrieve an encrypted message will be included in the first secure email sent by the Trustee to the Email Recipient.

(s) The Trustee and any Agent shall have the right to require that any directions, instructions or notices provided to it be signed by an Authorized Person (as hereinafter defined) or contain such other evidence as may be reasonably requested by the Trustee or Agent, as applicable, to establish the identity and/or signatures thereon. The identity of such Authorized Persons, as well as their specimen signatures, title, telephone number and e-mail address, may be delivered to the Trustee or such Agent in the list of authorized signers form and shall remain in effect until the applicable party, or an entity acting on its behalf, notifies the Trustee and the Agents of any change thereto (the person(s) so designated from time to time, the “**Authorized Persons**”).

(t) Neither the Trustee nor the Collateral Trustee shall at any time have any responsibility or liability for or with respect to the legality, validity and enforceability of any Collateral, or the perfection and priority of any security interest created by or in any Collateral or the maintenance of any such perfection and priority, or for or with respect to the sufficiency of the Collateral or its ability to generate the payments to be distributed to Holders under this Indenture, including, without limitation, the existence, condition and ownership of any Collateral; the existence and enforceability of any insurance thereon; the existence and contents of any Collateral on any computer or other record thereof; the validity of the assignment or sale of any Collateral to the Issuer or of any intervening assignment; the completeness of any Collateral; the performance or enforcement of any Collateral; the compliance by any Person with any warranty or representation made under any Collateral Document or in any related document or the accuracy of any such warranty or representation, or any action of any other Person taken in the name of the Issuer, the Trustee or the Collateral Trustee.

Section 7.03 Individual Rights of Trustee and Agents. The Trustee and any Paying Agent, Transfer Agent, Registrar or co-registrar, the Collateral Trustee, or any other agent of the Issuer or of the Trustee, in its individual or any other capacity, may become the owner or pledgee of Tranche A-[●] Exit Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee, the Transfer Agent, Paying Agent, Registrar or such other agent.

Section 7.04 Trustee’s Disclaimer. Neither the Trustee nor any Agent shall be responsible for and makes no representation as to the validity, sufficiency or adequacy of this Indenture or the Tranche A-[●] Exit Notes, it shall not be accountable for the Issuer’s use of the proceeds from the Tranche A-[●] Exit Notes, and it shall not be responsible for any statement of the Issuer in this Indenture or in any document issued in connection with the sale of the Tranche A-[●] Exit Notes or in the Tranche A-[●] Exit Notes other than the Trustee’s certificate of authentication.

Section 7.05 Notice of Defaults and Events of Default. If a Default or Event of Default occurs and is continuing, and if it is known to a Responsible Officer of the Trustee or the Collateral Trustee or such Responsible Officer has received notice thereof, the Trustee or the Collateral Trustee, as applicable, shall mail to each Holder notice of the Default or Event of Default within 20 days after a Responsible Officer of the Trustee or Collateral Trustee, as applicable, has received written notice of such Default or Event of Default or obtained actual knowledge thereof. Any notice given in accordance with this Indenture or, in the case of the Collateral Trustee, the Collateral Documents, shall be deemed to constitute such written notice received by a Responsible Officer of the Trustee or applicable Agent. Except in the case of a Default or Event of Default in payment of principal of or interest on any Tranche A-[●] Exit Note, the Trustee may withhold the

notice and shall be protected from withholding the notice if and so long as a committee of its Responsible Officers of the Trustee in good faith determines that withholding the notice is in the interests of Holders.

Section 7.06 Compensation and Indemnity. The Company agrees to pay to the Trustee and each Agent from time to time such compensation as shall be agreed upon in writing for its services. The Trustee's compensation shall not be limited by any law regarding compensation of a trustee of an express trust. The Company agrees to reimburse promptly the Trustee each Agent and their respective agents, counsel, accountants and experts upon request for all reasonable out-of-pocket expenses incurred or made by the Trustee, each Agent and their respective agents, counsel, accountants and experts, including costs of collection, in addition to the compensation for its services. Payments of any such expenses by the Company to the Trustee, any Agent, and their respective agents, counsel, accountants and experts, as the case may be, shall be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, assessments, fees or other governmental charges of whatever nature (and any fines, penalties or interest related thereto) imposed or levied by or on behalf of the United Kingdom, Colombia or any political subdivision or authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Company shall pay to the Trustee or Agent, as the case may be, such Additional Amounts as may be necessary in order that every net payment made by the Company to the Trustee and such Agent, as the case may be, after deducting or withholding for or on account of any present or future tax, penalty, fine, duty, assessment or other governmental charge imposed upon or as a result of such payment by the United Kingdom, Colombia or any political subdivision or taxing authority thereof or therein shall not be less than the amount then due and payable to the Trustee or the Principal Paying Agent, as the case may be. The Company shall indemnify each of the Trustee each Agent and their respective agents, counsel, accountants and experts, against any and all loss, liability or expense (including reasonable attorneys' fees and expenses, including legal fees and expenses in connection with the enforcement of their indemnification rights hereunder) (whether brought by the Company, any Holder, or any third party) incurred by it without gross negligence or willful misconduct on its part arising out of and in connection with the administration of this Indenture, the performance of its respective duties hereunder, and the exercise of its rights hereunder including, without limitation, the costs and expenses of defending itself against any claim or liability and of complying with any process served upon it or any of its officers in connection with the exercise or performance of any of its powers or duties under this Indenture, the costs and expenses of enforcing the terms of this Indenture, including the indemnification provided herein. The Company undertakes to indemnify the Trustee each of the Agents and their respective agents, counsel, accountants and experts, and their affiliates against all losses, liabilities, including any and all tax liabilities, which, for the avoidance of doubt, shall include both British and Colombian taxes and associated penalties, costs, claims, actions, damages, expenses or demands which any of them may incur or which may be made against any of them as a result of or in connection with the appointment of or the exercise of the powers and duties or rights by the Trustee or any Agent or its affiliates under this Indenture except as may result from its own, gross negligence or willful misconduct or that of its directors, officers or employees or any of them. The Trustee and each Agent shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee or such Agent to so notify the Company shall not relieve the Company of its obligations hereunder. If the Trustee or Agent, as the case may be, determines in its reasonable discretion that no conflict of interest (or potential conflict of interest) exists, the Company will be entitled to participate in the Trustee's

defense of the claim or Agent's defense of the claim, as the case may be, but the Trustee or such Agent may have separate counsel and the Company shall pay the fees and expenses of such counsel.

To secure the payment obligations of the Company in this Section 7.06, the Trustee shall have a lien prior to the Tranche A-[●] Exit Notes on all money or property held or collected by the Trustee, the Principal Paying Agent or the Collateral Trustee, except that held in trust to pay principal of and interest on particular Tranche A-[●] Exit Notes.

The obligations of the Company pursuant to this Section 7.06 shall survive the payment of the Tranche A-[●] Exit Notes, resignation or removal of the Trustee or any Agent and the satisfaction and discharge of this Indenture. When the Trustee incurs expenses after the occurrence of a Default or Event of Default specified in Sections 6.01(f) and (g) hereof, the expenses are intended to constitute expenses of administration under any Bankruptcy Law.

The Company acknowledges that none of the Trustee, the Principal Paying Agent or any other Agent makes any representations as to the interpretation or characterization of the transactions herein undertaken for tax or any other purpose, in any jurisdiction. The Company represents that it has fully satisfied itself as to any tax impact of this Indenture before agreeing to the terms herein, and is responsible for any and all federal, state, local, income, franchise, withholding, value added, sales, use, transfer, stamp or other taxes imposed by any jurisdiction in respect of this Indenture.

The Company agrees to pay any and all stamp and other documentary taxes or duties which may be payable in connection with the execution, delivery, performance and enforcement of this Indenture by the Trustee or any Agent.

Section 7.07 Replacement of Trustee. The Trustee may resign at any time by so notifying the Issuer in writing. The Required Holders may remove the Trustee by so notifying the Trustee in writing and may appoint a successor Trustee. The Issuer shall remove the Trustee if:

- (1) the Trustee fails to comply with Section 7.09;
 - (2) the Trustee is adjudged a bankrupt or insolvent;
 - (3) a receiver or other public officer takes charge of the Trustee or its property;
- or
- (4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee) the Issuer shall promptly appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders.

The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.06.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Issuer or the Holders of at least 10% of the Outstanding principal amount of the Tranche A-[●] Exit Notes may appoint or petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 7.09, any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Notwithstanding the replacement of the Trustee pursuant to this Section 7.07, the Company's obligation under Section 7.06 shall continue for the benefit of the retiring Trustee.

Section 7.08 *Successor Trustee by Merger.* If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business (including this transaction) or assets to, another corporation or banking association, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Tranche A-[●] Exit Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Tranche A-[●] Exit Notes so authenticated; and in case at that time any of the Tranche A-[●] Exit Notes shall not have been authenticated, any successor to the Trustee may authenticate such Tranche A-[●] Exit Notes in the name of the successor to the Trustee; and in all such cases such adopted certificates shall have the full force of all provisions within the Tranche A-[●] Exit Notes or in this Indenture relating to the certificate of the Trustee.

Section 7.09 *Eligibility; Disqualification.* The Trustee hereunder shall at all times be a corporation, bank or trust company organized and doing business under the laws of the United States or any state thereof (i) which is authorized under such laws to exercise corporate trust power, (ii) is subject to supervision or examination by governmental authorities and (iii) shall have at all times a combined capital and surplus of at least U.S.\$50,000,000 as set forth in its most recent published annual report of condition. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 7.09, it shall resign immediately in the manner and with the effect specified in Section 7.07.

ARTICLE 8 DISCHARGE OF INDENTURE; DEFEASANCE

Section 8.01 *Discharge of Liability on Notes.*

(a) When (i) the Issuer or any Guarantor delivers to the Trustee all Outstanding Tranche A-[●] Exit Notes (other than Tranche A-[●] Exit Notes replaced pursuant to Section 2.08) for cancellation or (ii) all Outstanding Tranche A-[●] Exit Notes have become due and payable and the Issuer or any Guarantor deposits in trust, for the benefit of the Holders, with the Principal

Paying Agent finally collected funds sufficient to pay at Maturity all Outstanding Tranche A-[●] Exit Notes and interest thereon (other than Tranche A-[●] Exit Notes replaced pursuant to Section 2.08 and if in any such case the Issuer or any Guarantor pays all other sums payable hereunder by the Issuer or such Guarantor, then this Indenture, and the obligations of the Issuer and the Guarantors pursuant hereto, shall, subject to Sections 8.01(d) and 8.06, cease to be of further effect. The Trustee shall acknowledge satisfaction and discharge of this Indenture on demand of the Issuer or any Guarantor accompanied by an Officers' Certificate and an Opinion of Counsel (each stating that all conditions precedent herein provided relating to the satisfaction and discharge of this Indenture have been complied with) and at the cost and expense of the Issuer or any Guarantor.

(b) Subject to Sections 8.01(c), 8.02 and 8.06, the Issuer or any Guarantor at any time may terminate (i) all of the Issuer's obligations under this Indenture, the Tranche A-[●] Exit Notes and the Collateral Documents ("**legal defeasance option**") or (ii) the obligations of the Issuer under Sections 4.02, 4.03, 4.04, 4.05, 4.07 through 4.24 and 5.01(ii) and 5.02, the operation of Sections 6.01(c), 6.01(d), 6.01(e), 6.01(i) and 6.01(j) ("**covenant defeasance option**"). The legal defeasance option may be exercised notwithstanding any prior exercise of the covenant defeasance option. Upon exercise by the Issuer or any Guarantor of the legal defeasance option or the covenant defeasance option, each Guarantor's obligations under its Tranche A-[●] Exit Note Guarantee will terminate.

If the legal defeasance option is exercised, payment of the Tranche A-[●] Exit Notes may not be accelerated because of an Event of Default with respect thereto. If the covenant defeasance option is exercised, payment of the Tranche A-[●] Exit Notes may not be accelerated because of an Event of Default specified in Sections 6.01(c), 6.01(d) or 6.01(e).

Upon satisfaction of the conditions set forth herein and upon request of the Issuer or any Guarantor, the Trustee shall acknowledge in writing the discharge of the obligations of the Issuer and the Guarantors hereunder except those specified in Section 8.01(c).

(c) Notwithstanding Section 8.01(a) and Section 8.01(b), Sections 2.03, 2.04, 2.05, 2.06, 2.07, 2.08, 4.06, 7.06, 7.07, 8.04, 8.05 and 8.06 shall survive until the Tranche A-[●] Exit Notes have been paid in full. Thereafter, the obligations of the Issuer and the Guarantors pursuant to Sections 7.06, 7.07, 8.04 and 8.05 shall survive. Furthermore, each Guarantor's obligations to pay fully and punctually all amounts payable by the Issuer or any Guarantor to the Trustee under this Indenture shall survive.

Section 8.02 *Conditions to Defeasance.* The Issuer or a Guarantor may exercise the legal defeasance option or the covenant defeasance option only if:

(a) the Issuer or such Guarantor irrevocably deposits or causes to be deposited with the Trustee as trust funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders (the "**defeasance trust**") pursuant to an irrevocable trust and security agreement in form and substance satisfactory to the Trustee, money or U.S. Government Obligations, or a combination thereof, sufficient for the payment of principal of and interest on all the Tranche A-[●] Exit Notes to Maturity or redemption;

(b) the Issuer or such Guarantor delivers to the Trustee a certificate from an internationally recognized firm of independent accountants expressing their opinion that the payments of principal of and interest on the Tranche A-[●] Exit Notes when due and without reinvestment on the deposited U.S. Government Obligations plus any deposited money without investment and after payment of all federal, state and local taxes or other charges or assessments in respect thereof payable by the Trustee shall provide cash at such times and in such amounts as shall be sufficient to pay principal of and interest on all the Tranche A-[●] Exit Notes when due at Maturity or on redemption, as the case may be;

(c) no Default or Event of Default has occurred and is continuing on the date of such deposit and after giving effect thereto;

(d) the deposit does not constitute a default or event of default under any other agreement binding on the Issuer or Guarantor;

(e) the Issuer or such Guarantor delivers to the Trustee an Opinion of Counsel to the effect that the trust resulting from the deposit does not constitute, or is not qualified as, a regulated investment company under the U.S. Investment Company Act of 1940, as amended;

(f) the Issuer or such Guarantor delivers to the Trustee an Opinion of Counsel of recognized standing with respect to UK tax matters stating that, under UK law, Holders (other than UK Persons) (1) shall not recognize income, gain or loss for UK tax purposes as a result of such deposit and defeasance and shall be subject to UK tax on the same amounts, in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred and (2) payments from the defeasance trust to any such Holder shall not be subject to withholding or deduction for or on account of any taxes, duties, assessments or other governmental charges under UK law;

(g) in the case of the legal defeasance option, the Issuer or Guarantor delivers to the Trustee an Opinion of Counsel of recognized standing with respect to U.S. federal income tax matters stating that (1) the Issuer or such Guarantor has received from, or there has been published by, the U.S. Internal Revenue Service a ruling, or (2) since the Issue Date there has been a change in the applicable U.S. federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the beneficial owners of the Tranche A-[●] Exit Notes shall not recognize income, gain or loss for U.S. federal income tax purposes as a result of such deposit and defeasance and shall be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred;

(h) in the case of the covenant defeasance option, the Issuer or such Guarantor delivers to the Trustee an Opinion of Counsel of recognized standing with respect to U.S. federal income tax matters to the effect that the beneficial owners of the Tranche A-[●] Exit Notes shall not recognize income, gain or loss for U.S. federal income tax purposes as a result of such deposit and defeasance and shall be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred;

(i) the Issuer or such Guarantor delivers to the Trustee an Opinion of Counsel, in form and substance reasonably satisfactory to Trustee, to the effect that, as of the date of such opinion and subject to

(j) customary assumptions and exclusions following the deposit, the trust funds shall not be subject to any applicable bankruptcy, insolvency, reorganization or similar law affecting creditors' rights generally; and the Issuer or such Guarantor delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance and discharge of the Tranche A-[●] Exit Notes as contemplated by this Article 8 have been complied with.

Before or after a deposit, the Issuer or any Guarantor may make arrangements satisfactory to the Trustee for the redemption of Tranche A-[●] Exit Notes at a future date in accordance with Article 3.

Section 8.03 *Application of Trust Money.* The Trustee or the Principal Paying Agent on behalf of the Trustee shall hold in trust money or U.S. Government Obligations deposited with it pursuant to Section 8.02. It shall apply the deposited money and the money from U.S. Government Obligations through the Principal Paying Agent or Paying Agents and in accordance with this Indenture to the payment of principal of and interest on the Tranche A-[●] Exit Notes.

Section 8.04 *Repayment to Company.* Upon termination of the trust established pursuant to Section 8.02, the Trustee and each Paying Agent shall promptly pay to the Company upon request, any excess cash or U.S. Government Obligations held by them.

The Trustee and each Paying Agent shall pay to the Company, upon request, any money held by them for the payment of principal of or interest on the Tranche A-[●] Exit Notes that remains unclaimed for two years after the due date for such payment of principal or interest, and, thereafter, the Trustee and each Paying Agent, as the case may be, shall not be liable for payment of such amounts hereunder and the Holders shall be entitled to such recovery of such amounts only from the Company.

Section 8.05 *Indemnity for U.S. Governmental Obligations.* The Company shall pay and shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against deposited U.S. Government Obligations or the principal and interest received on such U.S. Government Obligations.

Section 8.06 *Reinstatement.* If the Trustee or any Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with this Article 8 by reason of any legal proceeding or by reason of any order or judgment of any court or Governmental Authority enjoining, restraining or otherwise prohibiting such application, the obligations of the Issuer and the Guarantors under this Indenture, the Tranche A-[●] Exit Notes and the Tranche A-[●] Exit Note Guarantees shall be revived and reinstated as though no deposit had occurred pursuant to this Article 8 until such time as the Trustee or such Paying Agent is permitted to apply all such money or U.S. Government Obligations in accordance with this Article 8; *provided, however,* that, if the Issuer or any Guarantor has made any payment of principal of or interest on any Tranche A-[●] Exit Notes because of the reinstatement of its obligations, the Issuer and the Guarantors shall be

subrogated to the rights of the Holders of such Tranche A-[●] Exit Notes to receive such payment from the money or U.S. Government Obligations held by the Trustee or such Paying Agent.

ARTICLE 9
AMENDMENTS

Section 9.01 *Without Consent of Holders*. The Issuer, the Guarantors and the Trustee may amend or supplement this Indenture, the Tranche A-[●] Exit Notes, the Tranche A-[●] Exit Note Guarantees or the Collateral Documents without notice to or consent or vote of any Holder for the following purposes:

- (1) to cure any ambiguity, omission, defect or inconsistency;
- (2) to comply with Section 5.01;
- (3) to add to the covenants of the Issuer or the Guarantors for the benefit of the Holders;
- (4) to surrender any right conferred upon the Issuer or the Guarantors;
- (5) to evidence and provide for the acceptance of an appointment by a successor Trustee or collateral trustee;
- (6) to provide for the issuance of Additional Tranche A-[●] Exit Notes permitted hereunder;
- (7) to provide for any guarantee of the Tranche A-[●] Exit Notes, to secure the Tranche A-[●] Exit Notes or to confirm and evidence the release, termination or discharge of any guarantee of the Tranche A-[●] Exit Notes when such release, termination or discharge is permitted by this Indenture;
- (8) to make any other change that does not adversely affect the legal rights or interests of the Holders;
- (9) to comply with any applicable requirements of the SEC, including in connection with a required qualification of this Indenture under the U.S. Trust Indenture Act of 1939, as amended;
- (10) to make, complete or confirm any grant of Collateral permitted or required by this Indenture or any of the Collateral Documents, or any release of Collateral pursuant to the terms of this Indenture or any of the Collateral Documents;
- (11) to add additional assets as Collateral;
- (12) to amend the Collateral Documents and/or enter into any Collateral Trust Agreement in a manner that does not adversely affect the legal rights or interest of the Holders; or

(13) to provide for the issuance of Tranche A-[●] Exit Notes, related guarantees thereof and liens securing Tranche A-[●] Exit Notes.

provided that the Company has delivered to the Trustee an Officers' Certificate stating that such amendment or supplement complies with the provisions of this Section 9.01.

Upon the written request of the Company and upon receipt by the Trustee of the documents described in Section 9.05, the Trustee shall join with the Issuer and the Guarantors in the execution of any supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations which may be therein contained, but the Trustee shall not be obligated to enter into any such supplemental indenture which affects its own rights, duties or immunities under this Indenture or otherwise.

The Issuer and each Guarantor must consent to any amendment or supplement hereunder.

Section 9.02 *With Consent of Holders.* Except as specified in Section 9.01, the Issuer, the Guarantors and the Trustee, together, may amend or supplement this Indenture, the Tranche A-[●] Exit Notes or the Collateral Documents with the written consent of the Required Holders for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or modifying in any manner the rights of the Holders under this Indenture, and the Required Holders may, except as set forth below, waive any past Default or compliance with any provision of this Indenture; *provided, however*, that, without the consent of Holders of at least 90% in principal amount of the Outstanding Tranche A-[●] Exit Notes, any such amendment, waiver, supplement or other modification may not (i) release or have the effect of releasing or subordinating all or substantially all of the Liens securing the obligations under the Tranche A-[●] Exit Notes or (ii) release all or substantially all of the value of the Tranche A-[●] Exit Note Guarantees; *provided, further*, that, without the consent of each Holder affected, an amendment or waiver may not:

(1) reduce the principal amount of or change the Stated Maturity of any payment on any Tranche A-[●] Exit Note;

(2) reduce the stated rate of any interest on any Tranche A-[●] Exit Note;

(3) reduce the amount payable upon the redemption of any Tranche A-[●] Exit Note or change the time at which any Tranche A-[●] Exit Note may be redeemed;

(4) change the currency for payment of principal of, or interest or any Additional Amounts on, any Tranche A-[●] Exit Note;

(5) impair the right to institute suit for the enforcement of any right to payment on or with respect to any Tranche A-[●] Exit Note;

(6) waive a Default or Event of Default in payment of principal of and interest on the Tranche A-[●] Exit Notes;

(7) reduce the principal amount of Tranche A-[●] Exit Notes whose Holders must consent to any amendment, supplement or waiver;

(8) make any change in this first paragraph of this Section 9.02; or

(9) contractually subordinate the Tranche A-[●] Exit Notes or the Tranche A-[●] Exit Note Guarantees in right of payment to any other obligations.

For the avoidance of doubt, Section 4.10 and related definitions may be amended, supplemented or waived with the consent of the Required Holders.

Upon the written request of the Company and upon the filing with the Trustee of evidence of the consent of the Holders as aforesaid, and upon receipt by the Trustee of the documents described in Section 9.05 hereof, the Trustee shall join with the Issuer and the Guarantors in the execution of such supplemental indenture but the Trustee shall not be obligated to enter into any such supplemental indenture which affects its own rights, duties or immunities under this Indenture or otherwise.

The Company shall mail to Holders prior written notice of any amendment or waiver proposed to be adopted under this Section 9.02.

It shall not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment or waiver under this Section 9.02 becomes effective, the Company shall mail to Holders a notice briefly describing such amendment or waiver. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment or waiver under this Section 9.02.

The Issuer and each Guarantor must consent to the amendment, supplement or waiver under this Section 9.02.

Section 9.03 *Revocation and Effect of Consents and Waivers.*

(a) A consent to an amendment or a waiver by a Holder of Tranche A-[●] Exit Notes shall bind the Holder and every subsequent Holder of that Tranche A-[●] Exit Note or portion of the Tranche A-[●] Exit Note that evidences the same debt as the consenting Holder's Tranche A-[●] Exit Note, even if notation of the consent or waiver is not made on the Tranche A-[●] Exit Note. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Tranche A-[●] Exit Note or portion of the Tranche A-[●] Exit Note if the Trustee receives the written notice of revocation at least one Business Day prior to the date the amendment or waiver becomes effective. After it becomes effective, an amendment or waiver shall bind every Holder.

(b) The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above. If a record date is fixed, then notwithstanding Section 9.03(a) those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not

such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

Section 9.04 *Notation on or Exchange of Tranche A-[●] Exit Notes.* If an amendment changes the terms of a Tranche A-[●] Exit Note, the Issuer may require the Holder to deliver the Tranche A-[●] Exit Note to the Trustee. If so instructed by the Issuer, the Trustee may place an appropriate notation on the Tranche A-[●] Exit Note regarding the changed terms and return it to the Holder. Alternatively, if the Issuer so determine, the Issuer in exchange for the Tranche A-[●] Exit Note shall issue and the Trustee shall authenticate a new Tranche A-[●] Exit Note that reflects the changed terms. Failure to make the appropriate notation or to issue a new Tranche A-[●] Exit Note shall not affect the validity of such amendment.

Section 9.05 *Trustee to Sign Amendments.* The Trustee shall sign any amendment authorized pursuant to this Article 9 if the amendment, waiver or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. In signing such amendment, waiver or supplement, in addition to the documents required by Section 11.03, the Trustee shall be entitled to receive indemnity satisfactory to the Trustee and to receive, and, subject to Section 7.01, shall be fully protected in relying upon, an Officers' Certificate and an Opinion of Counsel each stating and as conclusive evidence that such amendment, waiver or supplemental indenture is authorized or permitted by this Indenture, that it is not inconsistent herewith, and that it shall be valid and binding upon the Issuer in accordance with its terms.

ARTICLE 10 GUARANTEES

Section 10.01 *The Tranche A-[●] Exit Note Guarantees.* Subject to the provisions of this Article 10, each Guarantor hereby irrevocably and unconditionally guarantees, jointly and severally, on a senior basis, secured by the Collateral, the full and punctual payment (whether at Stated Maturity, upon redemption, acceleration, or otherwise) of the principal of, premium, if any, and interest on, and all other amounts payable under, each Tranche A-[●] Exit Note, and the full and punctual payment of all other amounts payable by the Issuer under this Indenture. Upon failure by the Issuer to pay punctually any such amount, each Guarantor shall forthwith on demand pay the amount not so paid at the place and in the manner specified in this Indenture.

Section 10.02 *Guarantee Unconditional.* The obligations of each Guarantor hereunder are unconditional and absolute and, without limiting the generality of the foregoing, to the extent permitted by applicable law, will not be released, discharged or otherwise affected by:

(1) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Issuer under this Indenture or any Tranche A-[●] Exit Note, by operation of law or otherwise;

(2) any modification or amendment of or supplement to this Indenture or any Tranche A-[●] Exit Note;

(3) any change in the corporate existence, structure or ownership of the Issuer, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Issuer or

its assets or any resulting release or discharge of any obligation of the Issuer contained in this Indenture or any Tranche A-[●] Exit Note;

(4) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Issuer, the Trustee or any other Person, whether in connection with this Indenture or any unrelated transactions; *provided* that nothing herein prevents the assertion of any such claim by separate suit or compulsory counterclaim;

(5) any invalidity or unenforceability relating to or against the Issuer for any reason of this Indenture or any Tranche A-[●] Exit Note, or any provision of applicable law or regulation purporting to prohibit the payment by the Issuer of the principal of or interest on any Tranche A-[●] Exit Note or any other amount payable by the Issuer under this Indenture; or

(6) any other act or omission to act or delay of any kind by the Issuer, the Trustee or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of or defense to such Guarantor's obligations hereunder.

Section 10.03 *Discharge; Reinstatement.* Each Guarantor's obligations hereunder will remain in full force and effect until the principal of, premium, if any, and interest on the Tranche A-[●] Exit Notes and all other amounts payable by the Issuer under this Indenture have been paid in full. If at any time any payment of the principal of, premium, if any, or interest on any Tranche A-[●] Exit Note or any other amount payable by the Issuer under this Indenture is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Issuer or otherwise, each Guarantor's obligations hereunder with respect to such payment will be reinstated as though such payment had been due but not made at such time.

Section 10.04 *Waiver by the Guarantors.* To the extent permitted by applicable law, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against the Issuer or any other Person.

Section 10.05 *Subrogation and Contribution.* Upon making any payment with respect to any obligation of the Issuer under this Article 10, the Guarantor making such payment will be subrogated to the rights of the payee against the Issuer with respect to such obligation; *provided* that the Guarantor may not enforce either any right of subrogation, or any right to receive payment in the nature of contribution, or otherwise, from any other Guarantor, with respect to such payment so long as any amount payable by the Issuer hereunder or under the Tranche A-[●] Exit Notes remains unpaid.

Section 10.06 *Stay of Acceleration.* If acceleration of the time for payment of any amount payable by the Issuer under this Indenture or the Tranche A-[●] Exit Notes is stayed upon the insolvency, bankruptcy or reorganization of the Issuer, all such amounts otherwise subject to acceleration under the terms of this Indenture are nonetheless payable by the Guarantors hereunder forthwith on demand by the Trustee or the Holders.

Section 10.07 *Limitation on Guarantor Liability.*

(a) Notwithstanding anything to the contrary in this Indenture, each Guarantor, and by its acceptance of Tranche A-[●] Exit Notes, each Holder, hereby confirms that it is the intention of all such parties that the Tranche A-[●] Exit Note Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance under applicable fraudulent conveyance provisions of the laws of Colombia, Costa Rica, El Salvador, Guatemala, Ecuador, Bahamas, Panama, the United Kingdom or the United States. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor will be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 10, result in the obligations of such Guarantor under its Tranche A-[●] Exit Note Guarantee not constituting a fraudulent transfer or conveyance; and

Section 10.08 *Execution and Delivery of Guarantee*. The execution by each Guarantor of this Indenture (or a supplemental indenture in the form of Exhibit B) evidences the Tranche A-[●] Exit Note Guarantee of such Guarantor, whether or not the Person signing as an officer of the Guarantor still holds that office at the time of authentication of any Tranche A-[●] Exit Note. The delivery of any Tranche A-[●] Exit Note by the Trustee after authentication constitutes due delivery of the Tranche A-[●] Exit Note Guarantee set forth in this Indenture on behalf of each Guarantor.

Section 10.09 *Release of Guarantee*. The Tranche A-[●] Exit Note Guarantee of a Guarantor will terminate upon:

- (1) Other than with respect to a Parent Guarantor, the sale or disposition of all or substantially all the assets of the Guarantor to a Person that is not an Affiliate in compliance with this Indenture;
- (2) defeasance or discharge of the Tranche A-[●] Exit Notes, as provided in Article 8; or
- (3) other than with respect to a Parent Guarantor, upon the sale of a Guarantor to a Person that is not an Affiliate in compliance with this Indenture.

Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the foregoing effect, the Trustee will execute any documents reasonably requested by the Company in writing in order to evidence the release of the Guarantor from its obligations under its Tranche A-[●] Exit Note Guarantee.

ARTICLE 11 MISCELLANEOUS

Section 11.01 *Provisions of Indenture and Tranche A-[●] Exit Notes for the Sole Benefit of Parties and Holders of Tranche A-[●] Exit Notes*. Nothing in this Indenture or the Tranche A-[●] Exit Notes, expressed or implied, shall give to any Person other than the parties hereto and their successors hereunder and the Holders of the Tranche A-[●] Exit Notes any benefit or any legal or equitable right, remedy or claim under this Indenture or the Tranche A-[●] Exit Notes.

Section 11.02 *Notices*. Any request, demand, authorization, direction, notice, consent, waiver or other communication or document provided or permitted by this Indenture to be made upon, given, provided or furnished to, or filed with, any party to this Indenture shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been received only upon actual receipt thereof by prepaid first class mail, courier, telecopier or electronic transmission, addressed to the relevant party as follows:

To the Issuer and the Guarantors:

[•]

To the Trustee, Registrar, Transfer Agent or Principal Paying Agent,

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801
Attention: Corporate Trust – Raye Goldsborough – Avianca MidCo 2 Limited

To the Collateral Trustee:

GLAS Americas LLC
Attention: Corporate Trust – Avianca MidCo 2 Limited
3 Second Street, Suite 206
Jersey City, NJ 07311
Fax: 212-202-6246

Notices or communications to the Issuer and the Guarantors will be deemed given if given to the Company.

Any party by written notice to the other parties may designate additional or different addresses for subsequent notices or communications.

Where this Indenture provides for the giving of notice to Holders, such notice shall be sent by mail to the respective addresses of the holders as they appear in the Registrar's books, and such notices will be deemed given when mailed.

Neither the failure to give any notice to a particular holder, nor any defect in a notice given to a particular holder, will affect the sufficiency of any notice given to another holder. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed to a Holder in the manner provided above, it is duly given, whether or not the addressee receives it.

Section 11.03 *Officers' Certificate and Opinion of Counsel as to Conditions Precedent*. Upon any request or application by the Issuer to the Trustee to take or refrain from taking any action under this Indenture or any Collateral Document, the Company shall furnish to the Trustee:

(1) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent, if any, provided for in

this Indenture or such Collateral Document, as applicable, relating to the proposed action have been complied with; and

(2) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Section 11.04 *Rules by Trustee, Registrar, Paying Agent and Transfer Agents.* The Trustee may name the time and the place and make reasonable rules for action by or a meeting of Holders. The Registrar, the Paying Agent and the Transfer Agent may make reasonable rules for their functions.

Section 11.05 *Currency Indemnity.* U.S. Dollars are the sole currency of account and payment for all sums payable by the Issuer or the Guarantors under or in connection with the Tranche A-[●] Exit Notes or the Tranche A-[●] Exit Note Guarantees, as the case may be, including damages. Any amount received or recovered in a currency other than U.S. Dollars (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise) by the Trustee or any Holder of a Tranche A-[●] Exit Note in respect of any sum expressed to be due to it from the Issuer or the Guarantors shall only constitute a discharge to the Issuer or the Guarantors, as the case may be, to the extent of the U.S. Dollar amount that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that U.S. Dollar amount is less than the U.S. Dollar amount expressed to be due to the recipient under any note, the Issuer and the Guarantors shall indemnify the Trustee or such Holder against any loss sustained by it as a result, and if the amount of U.S. Dollars so purchased is greater than the sum originally due to such Holder, such Holder shall, by accepting a Tranche A-[●] Exit Note, be deemed to have agreed to repay such excess. In any event, the Issuer and the Guarantors shall indemnify the recipient against the reasonable cost of making any such purchase.

For the purposes of this Section 11.05, it shall be sufficient for the Holder of a Tranche A-[●] Exit Note to certify in a satisfactory manner (indicating the sources of information used) that it would have suffered a loss had an actual purchase of U.S. Dollars been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of U.S. Dollars on such date had not been practicable, on the first date on which it would have been practicable, it being required that the need for a change of date be certified in the manner mentioned above). These indemnities constitute a separate and independent obligation from the other obligations of the Issuer and the Guarantors, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of a Tranche A-[●] Exit Note and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any note.

Section 11.06 *No Recourse Against Others.* No director, officer, employee or shareholder, as such, of the Issuer, the Guarantors or the Trustee shall have any liability for any obligations of the Issuer, the Guarantors or the Trustee, respectively, under this Indenture or the Tranche A-[●] Exit Notes or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Tranche A-[●] Exit Note, each Holder shall waive and release all such liability.

The waiver and release shall be part of the consideration for the issue of the Tranche A-[●] Exit Notes.

Section 11.07 *Legal Holidays*. In any case where any Interest Payment Date or Redemption Date or date of Maturity of any Tranche A-[●] Exit Note shall not be a Business Day, then (notwithstanding any other provision of this Indenture or of the Tranche A-[●] Exit Notes) payment of interest or principal need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date or Redemption Date or date of Maturity; *provided* that no interest shall accrue for the period from and after such Interest Payment Date or Redemption Date or date of Maturity, as the case may be, on account of such delay.

Section 11.08 *Governing Law and Waiver of Jury Trial*. THIS INDENTURE, THE TRANCHE A-[●] EXIT NOTES AND THE TRANCHE A-[●] EXIT NOTE GUARANTEES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE TRANCHE A-[●] EXIT NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.09 *Consent to Jurisdiction; Waiver of Immunities*.

(a) Each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or U.S. federal court sitting in the Borough of Manhattan in The City of New York with respect to actions brought against it as a defendant in respect of any suit, action or proceeding or arbitral award arising out of or relating to this Indenture, the Tranche A-[●] Exit Notes, the Tranche A-[●] Exit Notes guarantees or any transaction contemplated hereby or thereby (a “**Proceeding**”), and irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each of the parties hereto irrevocably waives, to the fullest extent it may do so under applicable law, trial by jury and any objection which it may now or hereafter have to the laying of the venue of any such Proceeding brought in any such court and any claim that any such Proceeding brought in any such court has been brought in an inconvenient forum. The Issuer and each of the Guarantors irrevocably appoint Avianca Inc. (the “**Process Agent**”), located at [●], as its authorized agent to receive on behalf of it and its property service of copies of the summons and complaint and any other process which may be served in any Proceeding. If for any reason such Person shall cease to be such agent for service of process, the Issuer and each of the Guarantors shall forthwith appoint a new agent of recognized standing for service of process in the State of New York and deliver to the Trustee a copy of the new agent’s acceptance of that appointment within 30 days.

(b) The Issuer and each of the Guarantors hereby irrevocably appoint the Process Agent as its agent to receive, on behalf of itself and its property, service of copies of the summons and complaint and any other process which may be served in any such suit, action or proceeding brought in such New York state or U.S. federal court sitting in the Borough of Manhattan in The City of New York. Such service shall be made by delivering by hand a copy of such process to the Issuer or any Guarantor, as the case may be, in care of the Process Agent at the address specified

above. The Issuer and each of the Guarantors hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. Failure of the Process Agent to give notice to the Issuer or any Guarantor, as the case may be, or failure of the Issuer or any Guarantor, as the case may be, to receive notice of such service of process shall not affect in any way the validity of such service on the Process Agent, the Issuer or the Guarantors. As an alternative method of service, the Issuer and each of the Guarantors also irrevocably consents to the service of any and all process in any such Proceeding by the delivery by hand of copies of such process to the Issuer or such Guarantor, as the case may be, at the address specified in Section 11.02 or at any other address previously furnished in writing by the Issuer or the Guarantors to the Trustee. The Issuer and each of the Guarantors covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the designation of the Process Agent above in full force and effect during the term of the Tranche A-[●] Exit Notes, and to cause the Process Agent to continue to act as such.

(c) Nothing in this Section 11.09 shall affect the right of any party, including the Trustee, any Agent or any Holder, to serve legal process in any other manner permitted by law or affect the right of any party to bring any action or proceeding against any other party or its property in the courts of any other competent jurisdiction.

(d) The Issuer and each of the Guarantors irrevocably agrees that, in any proceedings anywhere (whether for an injunction, specific performance or otherwise), no immunity (to the extent that it may at any time exist, whether on the grounds of sovereignty or otherwise) from such proceedings, from attachment (whether in aid of execution, before judgment or otherwise) of its assets or from execution of judgment shall be claimed by it or on its behalf or with respect to its assets, except to the extent required by applicable law, any such immunity being irrevocably waived, to the fullest extent permitted by applicable law. The Issuer and each of the Guarantors irrevocably agrees that, where permitted by applicable law, it and its assets are, and shall be, subject to such proceedings, attachment or execution in respect of its obligations under this Indenture or the Tranche A-[●] Exit Notes.

Section 11.10 *Successors and Assigns*. All covenants and agreements of the Issuer and the Guarantors in this Indenture, the Tranche A-[●] Exit Notes and the Tranche A-[●] Exit Note Guarantees shall bind their respective successors and assigns, whether so expressed or not. All agreements of the Trustee in this Indenture shall bind its successors.

Section 11.11 *Multiple Originals and Counterparts; Electronic Execution*. The parties may sign any number of copies of this Indenture, including in electronic .pdf format. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture. Delivery of an executed counterpart of a signature page of this Indenture by telecopy, e-mail, pdf, electronic signature or any other electronic means (e.g., “pdf”, Docusign or “tif”) shall be effective as delivery of a manually executed counterpart of this Indenture. The words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import in any document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for

in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 11.12 *Severability Clause*. In case any provision in this Indenture or in the Tranche A-[●] Exit Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any term or provision hereof invalid or unenforceable in any respect.

Section 11.13 *Force Majeure*. In no event shall the Trustee nor any Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, lockouts, accidents, severe weather, floods, pandemics, epidemics, disease, acts of war or terrorism, civil or military disturbances or hostilities, nuclear or natural catastrophes or acts of God, any provision of any present or future law or regulation or of any Governmental Authority, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services or Federal Reserve Bank wire service; it being understood that the Trustee and such Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 11.14 *USA Patriot Act*. The parties hereto acknowledge that, in accordance with Section 326 of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (as amended, modified or supplemented from time to time, the “**USA Patriot Act**”), the Trustee, like all financial institutions, is required to obtain, verify and record information that identifies each Person or legal entity that opens an account. The parties to this Agreement agree that they will provide the Trustee with such information as the Trustee may request in order for the Trustee to satisfy the requirements of the USA Patriot Act.

Section 11.15 *No Partnership or Joint Venture*. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of any other. No party shall hold itself out contrary to the terms of this Section and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Indenture is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

ARTICLE 12 COLLATERAL

Section 12.01 Collateral Documents.

(a) The due and punctual payment of the principal of, premium and interest (including Additional Amounts, if any) on the Tranche A-[●] Exit Notes when and as the same shall be due and payable, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise, and interest on the overdue principal of, premium and interest on the Tranche A-[●] Exit Notes and performance of all other obligations of the Company and the

Guarantors to the Holders or the Trustee under this Indenture, the Tranche A-[●] Exit Notes, the Tranche A-[●] Exit Note Guarantees, and the Collateral Documents, according to the terms hereunder or thereunder, shall be secured as provided in the Collateral Documents, which define the terms of the Liens that secure the Company's and the Guarantors' respective obligations hereunder. The Trustee and the Company hereby acknowledge and agree that the Collateral Trustee holds the Collateral in trust for the benefit of the Holders and the Trustee and pursuant to the terms of the Collateral Documents and any Collateral Trust Agreement, except as otherwise provided in any Collateral Document. Each Holder, by accepting a Tranche A-[●] Exit Note, consents and agrees to the terms of the Collateral Documents and any Collateral Trust Agreement (in each case, including the provisions providing for the possession, use, release and foreclosure of Collateral) as the same may be in effect or may be amended from time to time in accordance with their terms, and authorizes and directs the Collateral Trustee and the Trustee, as applicable, to enter into (and for the Trustee to acknowledge, as applicable) the Collateral Documents and any Collateral Trust Agreement and to perform its obligations and exercise its rights thereunder in accordance therewith. The Company shall deliver to the Collateral Trustee copies of all documents required to be filed pursuant to the Collateral Documents, and will do or cause to be done all such acts and things as may be reasonably required by the next sentence of this Section 12.01, to assure and confirm to the Collateral Trustee the security interest in the Collateral contemplated hereby, by the Collateral Documents or any part thereof, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture, the Tranche A-[●] Exit Notes, and the Tranche A-[●] Exit Note Guarantees, according to the intent and purposes herein expressed. The Company shall, and shall cause the Guarantors to, take any and all actions and make all filings (including the filing of UCC financing statements, continuation statements and amendments thereto (or analogous procedures under the applicable laws in the relevant jurisdiction)) required to cause the Collateral Documents to create and maintain, as security for the obligations of the Company and the Guarantors hereunder and under the Tranche A-[●] Exit Notes, the Tranche A-[●] Exit Note Guarantees and the Collateral Documents, and the other Secured Obligations as defined in the Collateral Trust Agreement, a valid and enforceable perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) Lien and security interest in and on all of the Collateral (subject to the terms of any Collateral Trust Agreement and the Collateral Documents), in favor of the Collateral Trustee for the benefit of the Holders and the other Secured Parties (as defined in the Collateral Trust Agreement). If property that is intended to be Collateral is acquired by the Company or a Guarantor (including property of a Person that becomes a new Guarantor) that is not automatically subject to a perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) security interest under the Collateral Documents, then the Company or such Guarantor will provide a Lien over such property (or, in the case of a new Guarantor, such of its property) in favor of the Collateral Trustee.

(b) The Issuer and the Guarantors shall deliver to the Trustee copies of all Collateral Documents and all notices and other documents delivered to the Collateral Trustee pursuant to the Collateral Documents.

(c) [Reserved] .

Section 12.02 *Release of Collateral.*

(a) Subject to Sections 12.02(b), (c), and (d), the Liens securing the Tranche A-[●] Exit Notes will be automatically released, and the Trustee (subject to its receipt of an Officers' Certificate and Opinion of Counsel as provided below) shall execute documents evidencing such release, or instruct the Collateral Trustee to execute, as applicable, the same at the Issuer's sole cost and expense, under one or more of the following circumstances:

(1) in whole upon:

(A) payment in full of the principal of, together with accrued and unpaid interest (including Additional Amounts, if any) on, the Tranche A-[●] Exit Notes and all other obligations under this Indenture;

(B) satisfaction and discharge of this Indenture as set forth under Article 11;

(C) a Legal Defeasance or Covenant Defeasance as set forth under Article 8;

(2) in part, as to any asset constituting Collateral:

(A) that is sold, transferred or otherwise disposed of by the Issuer or any Guarantor to any Person that is not an Affiliate of the Issuer or a Guarantor in a transaction permitted by this Indenture and the Collateral Documents,

(B) that is held by a Guarantor that is released from its Tranche A-[●] Exit Note Guarantee pursuant to Section 10.09,

(C) with respect to any aircraft that constitutes Collateral, in connection with any financing (solely to the extent a security interest in such aircraft would be prohibited or restricted by the related financing documents) of such aircraft, or

(D) that is otherwise released in accordance with this Indenture or the Collateral Documents.

(b) With respect to any release of Collateral, the Trustee and the Collateral Trustee shall be entitled to receive an Officers' Certificate and an Opinion of Counsel each stating that all conditions precedent under this Indenture and the Collateral Documents and any Collateral Trust Agreement, as applicable, to such release have been satisfied, that such release is authorized or permitted by the terms of this Indenture, the Collateral Documents or any Collateral Trust Agreement, and that the Trustee and the Collateral Trustee are authorized and directed to execute and deliver the documents provided by the Company in connection with such release, and any necessary or proper instruments of termination, satisfaction, discharge or release prepared by the Company. Neither the Trustee nor the Collateral Trustee shall be liable for any such release undertaken in reliance upon any such Officers' Certificate, Opinion of Counsel or direction and notwithstanding any term hereof or in any Collateral Document or in any Collateral Trust Agreement to the contrary, the Trustee and the Collateral Trustee shall not be under any obligation to release any such Lien and security interest, or execute and deliver any such instrument of release,

satisfaction, discharge or termination, unless and until it receives such Officers' Certificate, Opinion of Counsel and direction.

(c) At any time when a Default or Event of Default has occurred and is continuing and the maturity of the Tranche A-[●] Exit Notes has been accelerated (whether by declaration or otherwise) and the Trustee has delivered notice of acceleration to the Collateral Trustee, no release of Collateral pursuant to the provisions of this Indenture or the Collateral Documents shall be effective as against the Holders, except as otherwise provided in any applicable Collateral Trust Agreement.

(d) Notwithstanding anything to the contrary in this Section 12.02 and the partial release of Liens in accordance with sections (a) and (b) above, Liens shall not be released in whole while other Secured Obligations (as defined in the Collateral Trust Agreement) are still outstanding.

Section 12.03 Suits to Protect the Collateral.

Subject to the provisions of Article 7 hereof and the Collateral Documents and any Collateral Trust Agreement, the Trustee, without the consent of the Holders, on behalf of the Holders, may or may direct the Collateral Trustee to take all actions the Trustee may determine in order to:

- (a) enforce any of the terms of the Collateral Documents; and
- (b) collect and receive any and all amounts payable in respect of the obligations hereunder.

Subject to the provisions of the Collateral Documents and any Collateral Trust Agreement, the Trustee and the Collateral Trustee shall have power to institute and to maintain such suits and proceedings as the Trustee may determine to prevent any impairment of the Collateral by any acts which may be unlawful or in violation of any of the Collateral Documents or this Indenture, and such suits and proceedings as the Trustee may determine to preserve or protect their interests and the interests of the Holders in the Collateral. Nothing in this Section 12.03 shall be considered to impose any such duty or obligation to act on the part of the Trustee or the Collateral Trustee.

Section 12.04 Authorization of Receipt of Funds by the Trustee Under the Collateral Documents.

Subject to any Collateral Trust Agreement, the Trustee (and the Principal Paying Agent on behalf of the Trustee) is authorized to receive any funds for the benefit of the Holders distributed under the Collateral Documents, and to make further distributions of such funds to the Holders according to the provisions of this Indenture.

Section 12.05 Purchaser Protected.

In no event shall any purchaser in good faith of any property purported to be released hereunder be bound to ascertain the authority of the Collateral Trustee or the Trustee to execute the release or to inquire as to the satisfaction of any conditions required by the provisions hereof

for the exercise of such authority or to see to the application of any consideration given by such purchaser or other transferee; nor shall any purchaser or other transferee of any property or rights permitted by this Article 12 to be sold be under any obligation to ascertain or inquire into the authority of the Company or the applicable Guarantor to make any such sale or other transfer.

Section 12.06 Powers Exercisable by Receiver or Trustee.

In case the Collateral shall be in the lawful possession of a receiver or trustee, lawfully appointed, the powers conferred in this Article 12 upon the Company or a Guarantor with respect to the release, sale or other disposition of such property may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of the Company or a Guarantor or of any Officer or Officers thereof required by the provisions of this Article 12; and if the Trustee or the Collateral Trustee shall be in the possession of the Collateral under any provision of this Indenture, then such powers may be exercised by the Trustee or the Collateral Trustee.

Section 12.07 Collateral Trustee.

(a) Each of the Holders, by acceptance of the Tranche A-[●] Exit Notes, and the Company hereby designates and appoints the Collateral Trustee as its agent under this Indenture, the Collateral Documents and any Collateral Trust Agreement and each of the Holders by acceptance of the Tranche A-[●] Exit Notes hereby irrevocably authorizes the Collateral Trustee to take such action on its behalf under the provisions of this Indenture, the Collateral Documents and any Collateral Trust Agreement and to exercise such powers and perform such duties as are expressly delegated to the Collateral Trustee by the terms of this Indenture, the Collateral Documents and any Collateral Trust Agreement, and consents and agrees to the terms of any Collateral Trust Agreement and each Collateral Document, as the same may be in effect or may be amended, restated, supplemented or otherwise modified from time to time in accordance with their respective terms. The Collateral Trustee agrees to act as such on the express conditions contained in this Section 12.07. The provisions of this Section 12.07 are solely for the benefit of the Collateral Trustee, and none of the Trustee, any of the Holders, the Company nor any of the Guarantors shall have any rights as a third party beneficiary of any of the provisions contained in this Section 12.07 other than as expressly provided in Section 12.03.

(b) Each Holder agrees that any action taken by the Collateral Trustee in accordance with the provision of this Indenture, any Collateral Trust Agreement and the Collateral Documents, and the exercise by the Collateral Trustee of any rights or remedies set forth herein and therein shall be authorized and binding upon all Holders. Notwithstanding any provision to the contrary contained elsewhere in this Indenture, the Security Debt Documents and any Collateral Trust Agreement, the duties of the Collateral Trustee shall be ministerial and administrative in nature, and the Collateral Trustee shall not have any duties or responsibilities, except those expressly set forth herein and in the Security Debt Documents to which the Collateral Trustee is a party, nor shall the Collateral Trustee have or be deemed to have any trust or other fiduciary relationship with the Trustee, any Holder, the Company or any Guarantor, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Indenture, the Security Debt Documents and any Collateral Trust Agreement or otherwise exist against the Collateral Trustee. Without limiting the generality of the foregoing sentence, the use of the term “agent” in this

Indenture with reference to the Collateral Trustee is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties. Each Collateral Trustee may perform any of its duties under this Indenture, the Collateral Documents or any Collateral Trust Agreement by or through receivers, agents, employees, attorneys-in-fact or with respect to any specified Person, such Person's Affiliates, and the respective officers, directors, employees, agents, advisors and attorneys-in-fact of such Person and its Affiliates, (each, a "Related Person") and shall be entitled to advice of counsel concerning all matters pertaining to such duties, and shall be entitled to act upon, and shall be fully protected in taking action in reliance upon any advice or opinion given by legal counsel. The Collateral Trustee shall not be responsible for the negligence or willful misconduct of any receiver, agent, employee, attorney-in-fact or Related Person that it selects as long as such selection was made with due care.

(c) Neither the Collateral Trustee nor any of its Related Persons shall (i) be liable for any action taken or omitted to be taken by any of them under or in connection with this Indenture or the transactions contemplated hereby (except for its own gross negligence or willful misconduct) or under or in connection with any Collateral Document or any Collateral Trust Agreement or the transactions contemplated thereby (except for its own gross negligence or willful misconduct), or (ii) be responsible in any manner to either of the Trustee or any Holder for any recital, statement, representation, warranty, covenant or agreement made by the Company or any Guarantor or Affiliate of any Guarantor, or any Officer or Related Person thereof, contained in this Indenture, any Collateral Document or any Collateral Trust Agreement, or in any certificate, report, statement or other document referred to or provided for in, or received by the Collateral Trustee under or in connection with, this Indenture, the Collateral Documents or any Collateral Trust Agreement, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Indenture, the Collateral Documents or any Collateral Trust Agreement, or for any failure of the Company or any Guarantor or any other party to this Indenture, the Collateral Documents or any Collateral Trust Agreement to perform its obligations hereunder or thereunder. Neither the Collateral Trustee nor any of its respective Related Persons shall be under any obligation to the Trustee or any Holder to ascertain or to inquire as to the existence of any Default or Event of Default, the observance or performance of any of the agreements contained in, or conditions of, this Indenture, the Collateral Documents or any Collateral Trust Agreement or to inspect the properties, books, or records of the Company, any Guarantor or any Guarantor's Affiliates.

(d) The Collateral Trustee shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, certification, telephone message, statement, or other communication, document or conversation (including those by telephone or e-mail) believed by it to be genuine and correct and to have been signed, sent, or made by the proper Person or Persons, and upon advice and statements of legal counsel (including, without limitation, counsel to the Company or any Guarantor), independent accountants and other experts and advisors selected by the Collateral Trustee. The Collateral Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document. Except as required by any Collateral Trust Agreement, the Collateral Trustee shall be fully justified in failing or refusing to take any action under this Indenture, the Collateral Documents or any Collateral Trust Agreement unless it

shall first receive such advice or concurrence of the Trustee or the Required Holders as it determines and, if it so requests, it shall first be indemnified to its satisfaction by the Holders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Except as required by any Collateral Trust Agreement, the Collateral Trustee shall in all cases be fully protected in acting, or in refraining from acting, under this Indenture, the Collateral Documents or any Collateral Trust Agreement in accordance with a request, direction, instruction or consent of the Trustee or the Required Holders and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Holders.

(e) The Collateral Trustee shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, unless a Responsible Officer of the Collateral Trustee shall have received written notice from the Trustee or the Company referring to this Indenture, describing such Default or Event of Default and stating that such notice is a “notice of default”. Subject to the provisions of the Collateral Documents and any Collateral Trust Agreement, the Collateral Trustee shall take such action with respect to such Default or Event of Default as may be requested by the Trustee in accordance with Article 7 or the Required Holders (subject to this Section 12.07).

(f) A Collateral Trustee may resign at any time by giving thirty days’ written notice to the Trustee, the Company and the Holders, such resignation to be effective upon the acceptance of a successor agent to its appointment as Collateral Trustee. If the Collateral Trustee resigns under this Indenture, the Company shall appoint a successor collateral trustee; *provided* that at any time while an Event of Default has occurred and is continuing, such appointment shall be made by the Required Holders. If no successor collateral trustee is appointed prior to the intended effective date of the resignation of the Collateral Trustee (as stated in the notice of resignation), the Collateral Trustee may (or at the written direction of the Required Holders, the Collateral Trustee shall), or the Company (so long as there is not a continuing Event of Default) or the Required Holders may, appoint, subject to the consent of the Company (which consent shall not be unreasonably withheld and which consent shall not be required during a continuing Event of Default), a successor collateral trustee. If no successor collateral trustee is appointed and consented to by the Company (if such consent is required) pursuant to the preceding sentence within thirty (30) days after the intended effective date of resignation (as stated in the notice of resignation), the Trustee, the Required Holders, or the resigning Collateral Trustee shall be entitled to petition a court of competent jurisdiction, at the sole expense of the Company, to appoint a successor. In addition, the Required Holders may remove the Collateral Trustee by so notifying the Trustee, the Issuer and the Collateral Trustee in writing, which removal shall become effective upon the appointment of a successor collateral trustee by the Required Holders (which successor collateral trustee shall be subject to the consent of the Company, which consent shall not be unreasonably withheld and which consent shall not be required during a continuing Event of Default). Upon the acceptance of its appointment as successor collateral trustee hereunder, such successor collateral trustee shall succeed to all the rights, powers and duties of the retiring or removed Collateral Trustee, and the term “Collateral Trustee” shall mean such successor collateral trustee, and the retiring or removed Collateral Trustee’s appointment, powers and duties as the Collateral Trustee shall be terminated. After a retiring Collateral Trustee’s resignation or removal hereunder, the provisions of this Section 12.07 (and Section 7.07) shall continue to inure to its benefit and such retiring or removed Collateral Trustee shall not by reason of such resignation or removal be deemed to be released

from liability as to any actions taken or omitted to be taken by it while it was the Collateral Trustee under this Indenture.

(g) Except as otherwise explicitly provided herein or in the Collateral Documents or any Collateral Trust Agreement, neither the Collateral Trustee nor any of its officers, directors, employees or agents or other Related Persons shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The Collateral Trustee shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Collateral Trustee nor any of its officers, directors, employees or agents shall be responsible for any act or failure to act hereunder, except for its own gross negligence or willful misconduct. The Collateral Trustee shall not be responsible for any misconduct or negligence on the part of any co-Collateral Trustee, agent, attorney, custodian or nominee appointed with due care by it hereunder. The Collateral Trustee shall not incur any liability as a result of the sale (whether public or private) of the Collateral or any part thereof at any sale pursuant to this Indenture or any Collateral Document conducted in a commercially reasonable manner. Each of the Company, each Guarantor, and the Holders (by each of their acceptance of the Notes) hereby waives any claims against the Collateral Trustee arising by reason of the fact that the price at which the Collateral may have been sold at such sale (whether public or private) was less than the price that might have been obtained otherwise, even if the Collateral Trustee accepts the first offer received and does not offer the Collateral to more than one offeree, so long as such sale is conducted in a commercially reasonable manner. Each of the Company, each Guarantor, and the Holders (by each their acceptance of the Notes) hereby agrees that in respect of any sale of any of the Collateral pursuant to the terms hereof, the Collateral Trustee is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable laws, or in order to obtain any required approval of the sale or of the purchaser by any governmental authority or official, and Company further agrees that such compliance shall not, in and of itself, result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Collateral Trustee be liable or accountable to the Holder for any discount allowed by reason of the fact that the Collateral or any part thereof is sold in compliance with any such limitation or restriction.

(h) The Collateral Trustee and the Trustee, as applicable, are authorized and directed by the Company and the Holders (by acceptance of the Tranche A-[●] Exit Notes) to (i) enter into the Trust Mandates and the Collateral Documents to which they are a party, whether executed before, on or after the Issue Date, (ii) enter into any Collateral Trust Agreement, (iii) make the representations of the Holders set forth in the Collateral Documents and any Collateral Trust Agreement, (iv) bind the Holders on the terms as set forth in the Collateral Documents and any Collateral Trust Agreement and (v) perform and observe its obligations under the Collateral Documents and any Collateral Trust Agreement; *provided* that the Trustee, as such and in its capacity as the Collateral Trustee under the Collateral Documents, shall not take any action under the Collateral Documents except at the written direction of the Holders of the applicable percentage of Outstanding Tranche A-[●] Exit Notes or pursuant to a Company Order and Opinion of Counsel, in each case, to the extent permitted by the terms of this Indenture.

(i) If at any time or times the Trustee or the Paying Agent shall receive (i) by payment, foreclosure, realization, set-off or otherwise, any proceeds of Collateral or any payments with respect to the obligations arising under, or relating to, this Indenture, except for any such proceeds or payments received by the Trustee or the Paying Agent from the Collateral Trustee pursuant to the terms of this Indenture, or (ii) payments from the Collateral Trustee in excess of the amount required to be paid to the Trustee or the Paying Agent pursuant to Article 7, the Trustee or the Paying Agent shall promptly turn the same over to the Collateral Trustee, in kind, and with such endorsements as may be required to negotiate the same to the Collateral Trustee such proceeds to be applied by the Collateral Trustee pursuant to the terms of this Indenture, the Collateral Documents and any Collateral Trust Agreement.

(j) Should the Trustee obtain possession of any Collateral, upon request from the Company, the Trustee shall notify the Collateral Trustee thereof and promptly shall deliver such Collateral to the Collateral Trustee or otherwise deal with such Collateral in accordance with the Collateral Trustee's instructions.

(k) The Collateral Trustee shall have no obligation whatsoever to the Trustee or any of the Holders to assure that the Collateral exists or is owned by the Company or any Guarantor or is cared for, protected, or insured or has been encumbered, or that the Collateral Trustee's Liens have been properly or sufficiently or lawfully created, perfected, protected, maintained or enforced or are entitled to any particular priority, or to determine whether all or any of the Company's or the Guarantor's property constituting Collateral intended to be subject to the Lien and security interest of the Collateral Documents has been properly and completely listed or delivered, as the case may be, or the genuineness, validity, marketability or sufficiency thereof or title thereto, or to exercise at all or in any particular manner or under any duty of care, disclosure, or fidelity, or to continue exercising, any of the rights, authorities, and powers granted or available to the Collateral Trustee pursuant to this Indenture, any Collateral Document or any Collateral Trust Agreement other than pursuant to the instructions of the Trustee or the Required Holders or as otherwise provided in the Collateral Documents or any Collateral Trust Agreement, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, the Collateral Trustee shall have no other duty or liability whatsoever to the Trustee or any Holder as to any of the foregoing.

(l) If the Company or any Guarantor (i) incurs or designates any obligations in respect of Additional Secured Debt Facilities at any time when no Collateral Trust Agreement is in effect and (ii) delivers to the Collateral Trustee an Officers' Certificate so stating and authorizing and directing the Collateral Trustee to enter into a Collateral Trust Agreement in favor of a designated agent or representative for the holders of the Additional Secured Debt Facility so incurred, the Collateral Trustee shall (and is hereby authorized and directed to) enter into such Collateral Trust Agreement (at the sole expense and cost of the Company, including legal fees and expenses of the Collateral Trustee), bind the Holders on the terms set forth therein and perform and observe its obligations thereunder.

(m) No provision of this Indenture, any Collateral Trust Agreement or any Collateral Document shall require the Collateral Trustee (or the Trustee) to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or thereunder or to take or omit to take any action hereunder or thereunder or take any action at the request or direction of Holders (or the Trustee in the case of a Collateral Trustee) if it shall not

have received indemnity satisfactory to the Collateral Trustee against potential costs and liabilities incurred by the Collateral Trustee relating thereto. Notwithstanding anything to the contrary contained in this Indenture, any Collateral Trust Agreement or the Collateral Documents, in the event the Collateral Trustee is entitled or required to commence an action to foreclose or otherwise exercise its remedies to acquire control or possession of the Collateral, the Collateral Trustee shall not be required to commence any such action or exercise any remedy or to inspect or conduct any studies of any property under the mortgages or take any such other action if the Collateral Trustee has determined that the Collateral Trustee may incur personal liability as a result of the presence at, or release on or from, the Collateral or such property, of any hazardous substances unless the Collateral Trustee has received security or indemnity from the Company or the Holders in an amount and in a form satisfactory to the Collateral Trustee in its sole discretion, protecting the Collateral Trustee from all such liability. The Collateral Trustee shall at any time be entitled to cease taking any action described in this paragraph (m) if it no longer reasonably deems any indemnity, security or undertaking from the Company or the Holders to be sufficient.

(n) The Collateral Trustee may consult with counsel of its selection and the advice or opinion of such counsel as to matters of law shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it in good faith and in accordance with the advice or opinion of such counsel. The grant of permissive rights or powers to the Collateral Trustee shall not be construed to impose duties to act.

(o) Neither the Collateral Trustee nor the Trustee shall be liable for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, pandemics, epidemics, disease, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. Neither the Collateral Trustee nor the Trustee shall be liable for any indirect, special, punitive, incidental or consequential damages (included but not limited to lost profits) whatsoever, even if it has been informed of the likelihood thereof and regardless of the form of action.

(p) The Collateral Trustee does not assume any responsibility for any failure or delay in performance or any breach by the Company or any Guarantor under this Indenture, any Collateral Trust Agreement and the Collateral Documents. The Collateral Trustee shall not be responsible to the Holders or any other Person for any recitals, statements, information, representations or warranties contained in this Indenture, any Collateral Document or any Collateral Trust Agreement or in any certificate, report, statement, or other document referred to or provided for in, or received by the Collateral Trustee under or in connection with, this Indenture, any Collateral Trust Agreement or any Collateral Document; the execution, validity, genuineness, effectiveness or enforceability of any Collateral Trust Agreement and any Collateral Documents of any other party thereto; the genuineness, enforceability, collectability, value, sufficiency, location or existence of any Collateral, or the validity, effectiveness, enforceability, sufficiency, extent, perfection or priority of any Lien there-in; the validity, enforceability or collectability of any Obligations; the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any obligor; or for any failure of any obligor to perform its obligations under this Indenture, any Collateral Trust Agreement and the Collateral Documents. The Collateral Trustee shall not be required to initiate or conduct any litigation or collection or other proceeding under this Indenture, any Collateral Trust Agreement and the Collateral

Documents unless expressly set forth hereunder or thereunder. The Collateral Trustee shall have the right at any time to seek instructions from the Holders with respect to the administration of this Indenture, any Collateral Document or any Collateral Trust Agreement.

(q) The parties hereto and the Holders hereby agree and acknowledge that the Collateral Trustee shall not assume, be responsible for or otherwise be obligated for any liabilities, claims, causes of action, suits, losses, allegations, requests, demands, penalties, fines, settlements, damages (including foreseeable and unforeseeable), judgments, expenses and costs (including but not limited to, any remediation, corrective action, response, removal or remedial action, or investigation, operations and maintenance or monitoring costs, for personal injury or property damages, real or personal) of any kind whatsoever, pursuant to any environmental law as a result of this Indenture, any Collateral Trust Agreement, the Collateral Documents or any actions taken pursuant hereto or thereto. Further, the parties hereto and the Holders hereby agree and acknowledge that in the exercise of its rights under this Indenture, any Collateral Trust Agreement and the Collateral Documents, the Collateral Trustee may hold or obtain indicia of ownership primarily to protect the security interest of the Collateral Trustee in the Collateral and that any such actions taken by the Collateral Trustee shall not be construed as or otherwise constitute any participation in the management of such Collateral.

(r) Upon the receipt by the Collateral Trustee of a written request of the Company signed by one Officer of the Company (a "Collateral Document Order"), such Collateral Trustee is hereby authorized and directed to execute and enter into, and shall execute and enter into, without the further consent of any Holder or the Trustee, any Collateral Document (in form and substance reasonably satisfactory to the Collateral Trustee) to be executed after the Issue Date. Such Collateral Document Order shall (i) state that it is being delivered to the Collateral Trustee pursuant to, and is a Collateral Document Order referred to in, this Section 12.07(r), and (ii) instruct the Collateral Trustee to execute and enter into such Collateral Document. Any such execution of a Collateral Document shall be at the direction and expense of the Company, upon delivery to the Collateral Trustee of an Officers' Certificate and Opinion of Counsel stating that all conditions precedent to the execution and delivery of the Collateral Document have been satisfied. The Holders, by their acceptance of the Tranche A-[●] Exit Notes, hereby authorize and direct the Collateral Trustee to execute such Collateral Documents.

(s) Subject to the provisions of the applicable Collateral Documents and any Collateral Trust Agreement, each Holder, by acceptance of the Tranche A-[●] Exit Notes, agrees that the Collateral Trustee shall execute and deliver any Collateral Trust Agreement and the Collateral Documents to which it is a party (or joinders thereto) and all agreements, documents and instruments incidental thereto, and act in accordance with the terms thereof. For the avoidance of doubt, the Collateral Trustee shall have no discretion under this Indenture, any Collateral Trust Agreement or the Collateral Documents and shall not be required to make or give any determination, consent, approval, request or direction, or exercise any discretionary power, except discretionary rights and powers expressly contemplated hereby or by the Collateral Documents, without the written direction of the Company, the Trustee, or the Required Holders, as applicable. The Collateral Trustee shall be entitled to refrain from any act or the taking of any action hereunder or under any of the Collateral Documents or from the exercise of any power or authority vested in it hereunder or thereunder unless and until the Collateral Trustee shall have received instructions from the Required Holders or the Trustee, as applicable, and if the Collateral Trustee deems

necessary, satisfactory indemnity, and shall not be liable for any such delay in acting. The Collateral Trustee shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Collateral Trustee to liability or that is contrary to this Indenture or any Collateral Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any bankruptcy or insolvency law. For purposes of clarity, phrases such as “satisfactory to”, “approved by”, “acceptable to”, “as determined by”, “in the discretion of”, “selected by”, “requested by” the Collateral Trustee and phrases of similar import authorize and permit the Collateral Trustee to approve, disapprove, determine, act or decline to act in its reasonable discretion.

(t) After the occurrence of an Event of Default, the Trustee may direct the Collateral Trustee in connection with any action required or permitted by this Indenture, the Collateral Documents or any Collateral Trust Agreement.

(u) The Collateral Trustee is authorized to receive any funds for the benefit of itself, the Trustee and the Holders distributed under the Collateral Documents or any Collateral Trust Agreement and to the extent not prohibited under any Collateral Trust Agreement, for turnover to the Paying Agent to make further distributions of such funds to itself, the Trustee and the Holders in accordance with the provisions of Section 6.06 hereof and the other provisions of this Indenture.

(v) [reserved].

(w) Notwithstanding anything to the contrary in this Indenture, any Collateral Trust Agreement or any Collateral Document, in no event shall the Collateral Trustee nor the Trustee be responsible for, or have any duty or obligation with respect to, the recording, filing, re-recording, re-filing, registering, perfection, protection or maintenance of the security interests, financial statement, perfection statement, continuation statement or other statement, or Liens intended to be created by this Indenture or the Collateral Documents in any public office or for otherwise ensuring the perfection or maintenance of any security interest granted pursuant to this Indenture or the Collateral Documents, neither shall the Collateral Trustee nor the Trustee be responsible for, and neither the Collateral Trustee nor the Trustee make any representation regarding, the validity, effectiveness or priority of any of the Collateral Documents or the security interests or Liens intended to be created thereby.

(x) Before the Collateral Trustee acts or refrains from acting in each case at the request or direction of the Company or the Guarantors, it may require an Officers’ Certificate and an Opinion of Counsel, which shall conform to the provisions of Section 11.03. The Collateral Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such certificate or opinion.

(y) The Company shall pay compensation to, reimburse expenses of and indemnify the Collateral Trustee in accordance with Section 7.07.

Section 12.08 *Additional Secured Debt Facilities.*

For purposes of the provisions hereof and any Collateral Trust Agreement requiring the Company to designate Indebtedness for the purposes of the term “Additional Secured Debt Facility” or any other such designations hereunder or under any Collateral Trust Agreement, any

such designation shall be sufficient if the requirements of Section 2(b) of the Collateral Trust Agreement are satisfied.

Section 12.09 Co-Collateral Trustee. If at any time or times it shall be necessary in order to conform to any law of any jurisdiction in which any of the Collateral shall be located, or the Required Holders so request, the Trustee and the Company shall execute and deliver all instruments and agreements necessary or proper to constitute another bank or trust company, or one or more persons approved by such Collateral Trustee, the Company and the Trustee, either to act as co-Collateral Trustee or co-Collateral Trustee of all or any of the Collateral, jointly with the Collateral Trustee originally named herein or any successor or successors, or to act as separate collateral trustee or collateral trustees any such property. In case an Event of Default shall have occurred and be continuing, the Collateral Trustee may act under the foregoing provisions of this Article 12 without the concurrent consent of the Holders, and the Holders, by acceptance of the Tranche A-[●] Exit Notes, hereby appoint the applicable co- Collateral Trustee as its trustee and attorney to act under the foregoing provisions of this Section 12.09 in such case. This appointment of any co-Collateral Trustee pursuant to this Section 12.09 shall be subject to any Collateral Trust Agreement.

Section 12.10 Limitation of Liability of the Collateral Trustee.

The Collateral Trustee is entering into this Indenture and the Collateral Documents not in its individual capacity but solely in its capacity as Collateral Trustee under this Indenture, the Collateral Documents and any Collateral Trust Agreement and in entering into such documents and acting hereunder and thereunder. Notwithstanding anything to the contrary contained herein or in any Collateral Document or Collateral Trust Agreement, the Collateral Trustee shall be entitled to all the rights, protections, indemnifications and immunities granted to the Collateral Trustee under this Indenture. The permissive authorizations, entitlements, powers and rights granted to the Collateral Trustee s shall not be construed as duties. Any exercise of discretion on behalf of the Collateral Trustee shall be exercised in accordance with the terms of this Indenture, the Collateral Documents and any Collateral Trust Agreement. Notwithstanding anything to the contrary contained herein or in any Collateral Document or Collateral Trust Agreement, and for the avoidance of doubt, any obligations of the Collateral Trustee to indemnify, compensate or reimburse the any party under the terms of this Indenture, the Collateral Documents and any Collateral Trust Agreement, shall be (i) an obligation of the Collateral Trustee solely in its capacity as Collateral Trustee under this Indenture, the Collateral Documents and any Collateral Trust Agreement; (ii) limited solely to the funds available to it under this Indenture, the Collateral Documents and any Collateral Trust Agreement at any point in time; (iii) limited solely to the scope of the Collateral Trustee's direction to a party to this Indenture, the Collateral Documents and any Collateral Trust Agreement; and (iv) not applicable in the event of gross negligence or intentional misconduct of the applicable party to this Indenture, the Collateral Documents and any Collateral Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the date first written above.

AVIANCA MIDCO 2 LIMITED

By: _____
Name:
Title:

[GUARANTORS]

By: _____
Name:
Title:

[Signature Page to Tranche A-[●] Exit Notes Indenture]

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Trustee

By: _____
Name:
Title:

[Signature Page to Tranche A-[●] Exit Notes Indenture]

GLAS AMERICAS LLC, as Collateral Trustee

By: _____

Name:

Title:

[Signature Page to Tranche A-[●] Exit Notes Indenture]

SCHEDULE I

1. AVITAS
2. IBA
3. MBA
4. Ascend by Cirium
5. BK Associates

Schedule I-1

SCHEDULE II

Schedule II-1

SCHEDULE III

Schedule II-1

EXHIBIT A

FORM OF NOTE

[FACE OF NOTE]

[If a Global Note Legend is applicable pursuant to the provisions of the Indenture, insert the following:

“UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK LIMITED PURPOSE TRUST COMPANY (“DTC”), TO THE COMPANY NAMED HEREIN (THE “COMPANY”) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE IN WHOLE SHALL BE LIMITED TO TRANSFERS TO A NOMINEE OF DTC OR BY A NOMINEE OF DTC TO DTC OR ANOTHER NOMINEE OF DTC OR BY DTC OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY AND TRANSFERS OF THIS GLOBAL NOTE IN PART SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE AND REFERRED TO ON THE REVERSE HEREOF.”]

[If a Securities Act Legend is applicable pursuant to the provisions of the Indenture, insert the following:

“THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS [IN THE CASE OF RULE 144A NOTES: ONE YEAR] [IN THE CASE OF REGULATION S NOTES: 40 DAYS] AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH ANY OF THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY)

[IN THE CASE OF RULE 144A NOTES: AND ON WHICH THE ISSUER INSTRUCT THE TRUSTEE THAT THIS LEGEND SHALL BE DEEMED REMOVED FROM THE TRANCHE A-[●] EXIT NOTES, IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE INDENTURE RELATING TO THIS SECURITY], ONLY (A) TO THE ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF U.S.\$250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER’S AND THE TRUSTEE’S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. [IN THE CASE OF REGULATION S NOTES: BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.]”]

[If a Regulation S Temporary Global Note Legend is applicable pursuant to the provisions of the Indenture, insert the following:

“THE RIGHTS ATTACHING TO THIS REGULATION S TEMPORARY GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR DEFINITIVE NOTES, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN).

PRIOR TO EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S (“REGULATION S”) UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”)), THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES (AS DEFINED IN REGULATION S) OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S),

UNLESS SUCH TRANSACTION IS EXEMPT FROM REGISTRATION UNDER THE
SECURITIES ACT.”]

Avianca MidCo 2 Limited

U.S.\$[]

9.000% Tranche A-[●] Senior Secured Notes Due 2028

[RESTRICTED GLOBAL NOTE]

[REGULATION S [TEMPORARY] GLOBAL NOTE]
[CERTIFICATED NOTE]

Representing U.S.\$ _____
9.000% Tranche A-[●] Senior Secured Notes Due 2028

No. [R-1] [S-1]

CUSIP No. [144A: [●]] [Reg S: [●]]

Principal Amount

ISIN No. [144A: [●]] [Reg S: [●]]

U.S.\$ _____

Avianca MidCo 2 Limited, a private limited company incorporated and existing under the laws of England and Wales (the “Company” or the “Issuer,” which terms include any successor under the Indenture referred to on the reverse hereof), for value received, hereby promise to pay to Cede & Co., or registered assigns, U.S.\$ __, upon presentment and surrender of this Tranche A-[●] Exit Note on December [1], 2028 or on such date or dates as the then relevant principal sum may become payable in accordance with the provisions hereof and in the Indenture.

Interest on the outstanding principal amount shall be borne at the rate of 9.000% per annum payable semi- annually in arrears on each June [1] and December [1] (each such date an “Interest Payment Date”), commencing on June [1], 2022, all subject to and in accordance with the terms and conditions set forth herein and in the Indenture; *provided, however*, that in the event that the Company shall at any time default on the payment of interest or such other amounts as any may be payable in respect of the Tranche A-[●] Exit Notes, the Company shall pay interest on overdue principal or installments of interest, to the extent lawful, at the rate borne by the Tranche A-[●] Exit Notes.

Reference is hereby made to the further provisions of this Tranche A-[●] Exit Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication herein has been executed by the Trustee or Authenticating Agent by the manual signature of one of its authorized signatories, this Tranche A-[●] Exit Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this Tranche A-[●] Exit Note to be duly executed.

Dated: December [1], 2021

AVIANCA MIDCO 2 LIMITED

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Tranche A-[●] Exit Notes referred to in the within mentioned Indenture.

WILMINGTON SAVINGS FUND SOCIETY,
FSB, not in its individual capacity but solely as
Trustee

By: _____

Name:

Title: Authorized Signatory

[FORM OF REVERSE SIDE OF NOTE]

9.000% Tranche A-[●] Senior Secured Notes Due 2028

TERMS AND CONDITIONS OF THE TRANCHE A-[●] EXIT NOTES

This Tranche A-[●] Exit Note is one of a duly authorized issue of 9.000% Tranche A-[●] Senior Secured Notes Due 2028 of the Company. The Tranche A-[●] Exit Notes constitute secured unsubordinated obligations of the Issuer, initially in an aggregate principal amount of U.S.\$[].

1 Indenture.

The Tranche A-[●] Exit Notes are, and shall be, issued under an Indenture, dated as of December [1], 2021 (the “**Indenture**”), among the Issuer, Avianca Group International Limited, a private limited company incorporated and existing under the laws of England and Wales (the “**Ultimate Parent**”), the other Guarantors party thereto, Wilmington Savings Fund Society, FSB, as trustee (the “**Trustee**”), transfer agent, registrar (the “**Registrar**”), and principal paying agent (the “**Principal Paying Agent**”) and GLAS AMERICAS LLC, as collateral trustee (collectively, the “**Agents**” and each individually an “**Agent**”). The terms of the Tranche A-[●] Exit Notes include those stated in the Indenture. The Holders of the Tranche A-[●] Exit Notes shall be entitled to the benefit of, be bound by and be deemed to have notice of, all provisions of the Indenture. Reference is hereby made to the Indenture and all supplemental indentures thereto for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee, each Agent and the Holders of the Tranche A-[●] Exit Notes and the terms upon which the Tranche A-[●] Exit Notes, are, and are to be, authenticated and delivered. All terms used in this Tranche A-[●] Exit Note that are defined in the Indenture shall have the meanings assigned to them in the Indenture. Copies of the Indenture and each Global Note shall be available for inspection at the offices of the Trustee and each Paying Agent.

The Issuer may, from time to time, without notice to or the consent of the Holders of the Tranche A-[●] Exit Notes, create and issue Additional Tranche A-[●] Exit Notes in an unlimited aggregate principal amount having the same terms and conditions as the Initial Tranche A-[●] Exit Notes in all respects, except for issue date, issue price and, if applicable, the first interest payment date and the initial interest accrual date. Additional Tranche A-[●] Exit Notes issued in this manner shall form a single series with the previously outstanding Tranche A-[●] Exit Notes and shall vote together as one class on all matters with respect to the Tranche A-[●] Exit Notes; *provided* that the Additional Tranche A-[●] Exit Notes will have a separate CUSIP number unless the Tranche A-[●] Exit Notes and the Additional Tranche A-[●] Exit Notes are fungible for U.S. federal income tax purposes.

The Indenture imposes certain limitations on consolidation, merger and transfers of assets involving the Issuer or the Guarantors and certain transactions with Affiliates. In addition, the Indenture covenants relating to the maintenance of the existence of the Issuer and the Guarantors and reporting requirements applicable to the Parent Guarantors and the Company.

The Tranche A-[●] Exit Note is one of the [Initial]¹ [Additional]² Tranche A-[●] Exit Notes referred to in the Indenture. The Tranche A-[●] Exit Notes include the Tranche A-[●] Exit Notes issued on the Issue Date and any Additional Tranche A-[●] Exit Notes issued in accordance with Section 2.13 of the Indenture.

To the extent any provision of this Tranche A-[●] Exit Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

2 Principal.

The Issuer promises to pay the principal of this Tranche A-[●] Exit Note on December [1], 2028.

3 Interest.

The Tranche A-[●] Exit Notes bear interest at the rate per annum shown above from December [1], 2021, or from the most recent Interest Payment Date (as defined below) to which interest has been paid or provided for, payable semi-annually in arrears on June [1] and December [1] of each year (each such date, an “Interest Payment Date”), commencing on June [1], 2022. Interest on the Tranche A-[●] Exit Notes shall be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay interest on overdue principal or installments of interest, to the extent lawful, at the rate borne by the Tranche A-[●] Exit Notes.

4 Method of Payment.

Payments of interest in respect of each Tranche A-[●] Exit Note shall be made on each Interest Payment Date by the Paying Agents to the Persons shown on the register of the Registrar at the close of business on the fifth calendar day immediately preceding such Interest Payment Date (each, a “Record Date”).

Payments in respect of each Tranche A-[●] Exit Note shall be made by wire transfer if acceptable wire transfer information has been provided by the applicable Holder to the Principal Paying Agent, or otherwise by U.S. Dollar check drawn on a bank in The City of New York and may be mailed to the Holder of such Tranche A-[●] Exit Note at its address appearing in the Register. Upon written application by the Holder to the specified office of any Paying Agent not less than 15 days before the due date for any payment in respect of a Tranche A-[●] Exit Note, such payment may be made by wire transfer to a U.S. Dollar account maintained by the payee with a bank in The City of New York. Payment of principal in respect of each Tranche A-[●] Exit Note shall be made on any Payment Date for such principal to the Person shown on the Register at the close of business on the fifteenth day immediately preceding such Payment Date.

All payments on this Tranche A-[●] Exit Note are subject in all cases to any applicable tax or other laws and regulations, but without prejudice to the provisions of Paragraph 6 hereof.

¹ Include if Initial Tranche A-[●] Exit Note.

² Include if Additional Tranche A-[●] Exit Note.

Except as provided in Section 2.07 of the Indenture, no fees or expenses shall be charged to the Holders in respect of such payments.

If the Payment Date in respect of any Tranche A-[●] Exit Note is not a Business Day at the place in which it is presented for payment, the Holder thereof shall not be entitled to payment of the amount due until the next succeeding Business Day at such place and shall not be entitled to any further interest or other payment in respect of any such delay.

If the amount of principal or interest which is due on the Tranche A-[●] Exit Notes is not paid in full, the Registrar shall annotate the Register with a record of the amount of interest, if any, in fact paid.

5 Registrar, Paying Agent and Transfer Agent.

Wilmington Savings Fund Society, FSB, shall act as Registrar, Transfer Agent and Principal Paying Agent of the Tranche A-[●] Exit Notes. The Company may appoint and change any Registrar, Paying Agent or Transfer Agent in accordance with the terms of the Indenture.

6 Additional Amounts.

All payments by the Issuer in respect of the Tranche A-[●] Exit Notes and the Guarantors in respect of the Tranche A-[●] Exit Note Guarantees will be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments, or other governmental charges of a similar nature imposed or levied by or on behalf of the United Kingdom, or any other jurisdiction in which the Issuer or Guarantors are organized, resident for tax purposes or through which payments are made or deemed made in respect of the Tranche A-[●] Exit Notes or the Tranche A-[●] Exit Note Guarantees, or any authority therein or thereof having the power to tax or, following any merger, consolidation, spin-off, transfer, liquidation, winding-up, dissolution or assumption of obligations that is permitted herein, the jurisdiction in which the resulting, surviving or transferee Person is organized or resident for tax purposes or through which payments are made or deemed made in respect of the Tranche A-[●] Exit Notes or the Tranche A-[●] Exit Note Guarantees, or, in each case, any political subdivision thereof or taxing authority therein (any of the aforementioned being a "Taxing Jurisdiction"), unless the Issuer, Guarantors or any Paying Agent are compelled by law to deduct or withhold such taxes, duties, assessments, or similar governmental charges. In such event, the Issuer, Guarantors or Paying Agent, as applicable, will make such deduction or withholding, make payment of the amount so withheld to the appropriate Governmental Authority and pay such Additional Amounts as may be necessary to ensure that the net amounts receivable by Holders of Tranche A-[●] Exit Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would have been receivable in respect of the Tranche A-[●] Exit Notes in the absence of such withholding or deduction ("Additional Amounts"). Notwithstanding the foregoing, no such Additional Amounts shall be payable:

- (i) to, or to a third party on behalf of, a Holder who is liable for such taxes, duties, assessments or similar governmental charges in respect of such Tranche A-[●] Exit Note by reason of the existence of any present or former connection between such Holder or beneficial owner (or between a fiduciary, settlor, beneficiary, member or

shareholder of or possessor of power over the relevant Holder or beneficial owner, if such Holder or beneficial owner is an estate, a trust, a partnership, or a corporation) and the relevant Taxing Jurisdiction, including, without limitation, such Holder or beneficial owner (or such fiduciary, settlor, beneficiary, member or shareholder) being or having been a citizen or resident or national or domiciliary thereof or being or having been engaged in a trade or business or present therein or having, or having had, a permanent establishment, a dependent agent, a place of business or a place of management present or deemed present therein, other than the mere holding of the Tranche A-[●] Exit Note or enforcement of rights under the Indenture and the receipt of payments with respect to the Tranche A-[●] Exit Note;

(ii) in respect of Tranche A-[●] Exit Notes surrendered or presented for payment (if surrender or presentment is required) more than 30 days after the Relevant Date except to the extent that payments under such Tranche A-[●] Exit Note would have been subject to withholding and the Holder of such Tranche A-[●] Exit Note would have been entitled to such Additional Amounts, on surrender of such Tranche A-[●] Exit Note for payment on the last day of such period of 30 days;

(iii) to, or to a third party on behalf of, a Holder who is liable for such taxes, duties, assessments or other similar governmental charges by reason of such Holder's, or beneficial owner's, failure to comply with any certification, identification, documentation or other reporting requirement concerning the nationality, residence, identity or connection with the relevant Taxing Jurisdiction of such Holder or beneficial owner, if (a) compliance is required by law as a precondition to, exemption from, or reduction in the rate of, the tax, assessment or other governmental charge, (b) the Company has given the Holders at least 30 days' notice that Holders, or beneficial owners, as applicable, will be required to provide such certification, identification, documentation or other requirement; (c) the Holder is legally entitled to comply with such certification, identification, documentation or other reporting requirement and (d) compliance with such certification, identification, documentation or other reporting requirement is not materially more onerous than preparation of an Internal Revenue Service Form W-8 or W-9;

(iv) in respect of any estate, inheritance, gift, sales, use, transfer, excise or personal property or similar tax (not including any UK value-added tax payable), assessment or governmental charge;

(v) in respect of any tax, assessment or other similar governmental charge which is payable other than by deduction or withholding from payments of principal of or interest on the Tranche A-[●] Exit Note;

(vi) in respect of any tax imposed on overall net income or any branch profits tax; or

(vii) in respect of any combination of the above.

No Additional Amounts shall be paid with respect to any payment on a Tranche A-[●] Exit Note to a Holder who is a fiduciary, a partnership, a limited liability company or other than the sole beneficial owner of that payment to the extent that payment would be required by the relevant Taxing Jurisdiction to be included in the income, for tax purposes, of a beneficiary or settlor with respect to the fiduciary, a member of that partnership, any interest holder in a limited liability company or a beneficial owner who would not have been entitled to the Additional Amounts had that beneficiary, settlor, member or beneficial owner been the Holder. Furthermore, the Company will pay and indemnify the Holders against any UK value-added tax that is imposed on a payment of interest on the Tranche A-[●] Exit Notes.

The Tranche A-[●] Exit Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation. Except as specifically provided under this Paragraph 6, neither the Issuer nor the Guarantors shall be required to make a payment to the Holders with respect to any tax, assessment or similar governmental charge imposed by any government or a political subdivision or taxing authority thereof or therein.

Any reference in the Indenture or the Tranche A-[●] Exit Notes to principal, interest or any other amount payable in respect of the Tranche A-[●] Exit Notes by the Issuer or the Tranche A-[●] Exit Note Guarantee by the Guarantors will be deemed also to refer to any Additional Amount, unless the context requires otherwise, that may be payable with respect to that amount under the obligations referred to in this Paragraph 6.

The Company will pay promptly when due any present or future stamp, value-added tax, court or documentary taxes or any excise or property taxes, charges or similar levies that arise in any jurisdiction from the execution, delivery or registration of each Tranche A-[●] Exit Note, each Collateral Document or any other document or instrument referred to in the Indenture or such Tranche A-[●] Exit Note, and those resulting from, or required to be paid in connection with, the enforcement of such Tranche A-[●] Exit Note, the Collateral Documents or any other such document or instrument after the occurrence and during the continuance of any Event of Default.

7 Open Market Purchases.

The Issuer or any of its Affiliates may at any time purchase Tranche A-[●] Exit Notes in the open market or otherwise at any agreed upon price. Any such purchased Tranche A-[●] Exit Notes shall not be resold, except in compliance with applicable requirements or exemptions under the relevant securities laws. Any such resold notes will have a separate CUSIP number unless they are fungible with the outstanding Tranche A-[●] Exit Notes for U.S. federal income tax purposes.

8 Redemption.

(a) On or after December [1], 202[3]³, the Tranche A-[●] Exit Notes will be redeemable, at the option of the Company, in whole or in part, at the Redemption Prices

³ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

(expressed as a percentage of the principal amount to be redeemed), during the 12-month periods specified below:

<u>Period</u>	<u>Redemption Price</u>
On or after December [1], 202[3] ⁴ but prior to December [1], 202[4] ⁵	[102.000] ⁶ %
On or after December [1], 202[4] ⁷ but prior to December [1], 202[5] ⁸	[101.000] ⁹ %
On or after December [1], 202[5] ¹⁰	100.000%

plus any accrued but unpaid interest and Additional Amounts, if any, to, but not including, the Redemption Date.

(b) At any time prior to December [1], 202[3]¹¹, the Issuer may redeem any of the Tranche A-[●] Exit Notes (including any Additional Tranche A-[●] Exit Notes issued after the Issue Date) in whole at any time or in part from time to time, at its option, at a “make-whole” redemption price equal to the greater of (1) 100% of the principal amount of such Notes to be redeemed and (2) the sum of the present values at such Redemption Date of (i) the redemption price of the Tranche A-[●] Exit Notes on December [1], 202[3]¹² plus (ii) all required interest payments on the Tranche A-[●] Exit Notes through December [1], 202[3]¹³ (excluding accrued but unpaid interest to the date of redemption), discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 50 basis points; *plus*, in each case, any accrued and unpaid interest and Additional Amounts, if any, on such Notes to (but excluding) the Redemption Date. For the avoidance of doubt, the Issuer shall be responsible for calculating the make-whole premium and the Trustee shall have no obligation to confirm or verify any such calculation.

⁴ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

⁵ Date to correspond to third anniversary of Emergence Date, in case of A-2 Notes and fourth anniversary of Emergence Date, in case of A-1 Notes.

⁶ 104.500% in case of A-1 Notes

⁷ Date to correspond to third anniversary of Emergence Date, in case of A-2 Notes and fourth anniversary of Emergence Date, in case of A-1 Notes.

⁸ Date to correspond to fourth anniversary of Emergence Date, in case of A-2 Notes and fifth anniversary of Emergence Date, in case of A-1 Notes.

⁹ 102.250% in case of A-1 Notes

¹⁰ Date to correspond to fourth anniversary of Emergence Date, in case of A-2 Notes and fifth anniversary of Emergence Date, in case of A-1 Notes.

¹¹ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

¹² Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

¹³ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

(c) Notwithstanding the foregoing, at any time and from time to time prior to December [1], 202[3]¹⁴, upon notice in accordance with Section 3.03, the Company may redeem in the aggregate up to 35.0% of the aggregate principal amount of the Tranche A-[●] Exit Notes (calculated after giving effect to the issuance of any Additional Notes) with an amount equal to the net cash proceeds of (x) one or more Equity Offerings or offerings of bona fide convertible debt by the Ultimate Parent (or by any Parent Entity, to the extent the net cash proceeds therefrom are contributed to the Ultimate Parent or used to purchase Capital Stock (other than Disqualified Capital Stock) of the Ultimate Parent), at a Redemption Price (expressed as a percentage of the principal amount thereof) equal to 104.500%, or (y) the incurrence of unsecured Indebtedness by the Company, at a Redemption Price (expressed as a percentage of the principal amount thereof) equal to 109.000%, in each case *plus* accrued and unpaid interest, if any, to (but not including) the Redemption Date.

(d) If as a result of any change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, or any amendment to or change in an official interpretation, administration or application of such laws or any regulations or rules (including a holding by a court of competent jurisdiction), which change or amendment becomes effective or, in the case of a change in official position, is announced on or after the Issue Date or on or after the date a successor to the Issuer or the relevant Guarantor assumes its obligations under the Tranche A-[●] Exit Notes, the Issuer, such Guarantor or any successor to the Issuer or such Guarantor has or will become obligated to pay Additional Amounts pursuant to Section 4.05, then the Issuer or any Guarantor, or any successor to the Issuer or such Guarantor, may, at its option, redeem all, but not less than all, of the Tranche A-[●] Exit Notes, at a Redemption Price equal to 100% of their principal amount, together with accrued and unpaid interest to the date fixed for redemption, upon publication of irrevocable notice not less than 30 days nor more than 60 days prior to the date fixed for redemption. For the avoidance of doubt, neither the Issuer nor any Guarantor, nor any successor to the Issuer or such Guarantor, shall have the right to so redeem the Tranche A-[●] Exit Notes pursuant to this Section 3.01(d) unless it is or will become obligated to pay Additional Amounts. Notwithstanding the foregoing, the Issuer or any such successor shall not have the right to so redeem the Tranche A-[●] Exit Notes unless it has taken reasonable measures to avoid the obligation to pay Additional Amounts. For the avoidance of doubt, reasonable measures do not include changing the jurisdiction of incorporation of the Issuer or any successor to the Issuer or the jurisdiction of organization of a Guarantor or any successor to a Guarantor.

In the event that the Issuer or any successor to the Issuer elects to so redeem the Tranche A-[●] Exit Notes, it will deliver to the Trustee: (1) a certificate, signed in the name of the Issuer or any successor to the Issuer by any two of its executive officers or by its attorney in fact in accordance with its bylaws, stating that the Issuer or any successor to the Issuer is entitled to redeem the Tranche A-[●] Exit Notes pursuant to their terms and setting forth a statement of facts showing that the condition or conditions precedent to the right of the Issuer or any successor to the Issuer to so redeem have occurred or been satisfied; and (2) an opinion of independent tax counsel of recognized standing to the effect that (i) the Issuer, a Guarantor or any successor to the Issuer or such Guarantor has or will become obligated to pay Additional

¹⁴ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

Amounts, and (ii) such obligation is the result of a change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, as described above. The Trustee shall accept, and will be entitled to fully rely with no liability therefor on, the certificate and opinion described in (1) and (2) of the preceding sentence as sufficient evidence of the satisfaction of the conditions precedent described therein, without further inquiry, in which event such certificate or opinion shall be conclusive and binding on the Holders.

9 Denominations; Transfer; Exchange.

The Tranche A-[●] Exit Notes are in fully registered form without coupons attached in minimum denominations of U.S.\$1,000 and integral multiples of U.S.\$1.00 in excess thereof.

A Holder may transfer or exchange Tranche A-[●] Exit Notes in accordance with the Indenture. The Trustee, the Registrar or Transfer Agent, as the case may be, may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

Neither the Trustee nor any Transfer Agent shall register the exchange or the transfer of any Global Note or Certificated Note (or any portion of a Certificated Note) during the period of 15 days ending on the Record Date. The Trustee shall give prompt notice to the Company of any replacement, transfer, cancellation or destruction of the Tranche A-[●] Exit Notes.

10 Persons Deemed Owners.

The registered Holder of this Tranche A-[●] Exit Note may be treated as the owner thereof for all purposes.

11 Guarantees, Collateral.

This Tranche A-[●] Exit Note is guaranteed as set forth in the Indenture and secured by Liens on the Collateral as specified in the Indenture and the Collateral Documents.

12 Unclaimed Money.

Any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of principal of or interest on any Tranche A-[●] Exit Note and remaining unclaimed for two years after such principal or interest has become due and payable shall be paid to the Company at the request of the Company, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Tranche A-[●] Exit Note shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

13 Defeasance.

Subject to the terms of the Indenture, the Issuer or Guarantor at any time may terminate some or all of the obligations of the Issuer under the Tranche A-[●] Exit Notes and the Indenture, if the Issuer or Guarantor irrevocably deposits in trust with the Trustee money or U.S.

Government Obligations sufficient for the payment of principal of and interest on all the Tranche A-[●] Exit Notes to Maturity or redemption. At such time, each Guarantor's obligations under its Tranche A-[●] Exit Note Guarantee will terminate.

14 Amendment, Supplement, Waiver.

The Indenture, the Guarantees or the Tranche A-[●] Exit Notes may be amended, supplemented or waived as provided in the Indenture.

15 Defaults and Remedies.

An "Event of Default" occurs if:

(i) any default in any payment of interest (including any related Additional Amounts) on any Tranche A-[●] Exit Note when the same becomes due and payable, and such default continues for a period of 30 days;

(ii) any default in the payment of principal of or premium on (including any related Additional Amounts) any Tranche A-[●] Exit Note when the same becomes due and payable upon acceleration or redemption or otherwise;

(iii) the Issuer or the Guarantors fail to comply with any of their covenants or agreements in the Tranche A-[●] Exit Notes, Tranche A-[●] Exit Note Guarantees, this Indenture or the Collateral Documents (other than those referred to in (a) and (b) above), and such failure continues for 60 days after the Company's receipt of the notice specified below; *provided* that in the case of a failure to comply with Section 4.06 of the Indenture within the first 18 months after the Issue Date, such period of continuance of such default or breach shall be 120 days after receipt of such written notice;

(iv) (x) the Company or any Significant Subsidiary defaults under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any such Significant Subsidiary (or the payment of which is guaranteed by the Company or any such Significant Subsidiary) whether such Indebtedness or guarantee now exists (other than any pre-petition Indebtedness that has been discharged under the Plan of Reorganization), or is created after the Issue Date, if (A) such default either (1) results from the failure to pay any such Indebtedness at its stated maturity (after giving effect to any applicable grace periods) or (2) relates to an obligation other than the obligation to pay principal of any such Indebtedness at its stated maturity and results in the holder or holders of such Indebtedness causing such Indebtedness to become due prior to its stated maturity and (B) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at stated maturity (after giving effect to any applicable grace periods), or the maturity of which has been so accelerated, totals U.S.\$50,000,000 (or the equivalent thereof at the time of determination) or more in the aggregate or (y) LifeMiles defaults under any Indebtedness of LifeMiles if (A) such default results in the holder or holders of such Indebtedness to have the right or ability to cause such Indebtedness to become due prior to its stated

maturity and (B) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness of LifeMiles in default, the maturity of which has been so accelerated, totals U.S.\$50,000,000 (or the equivalent thereof at the time of determination) or more in the aggregate;

(v) one or more final judgments or decrees for the payment of money of U.S.\$50,000,000 (or the equivalent thereof in other currencies at the time of determination) or more in the aggregate (to the extent not covered by an insurance policy or policies issued by insurance companies with sufficient financial resources to perform their obligations under such policies) are rendered against the Company or any Significant Subsidiary and are not paid (whether in full or in installments in accordance with the terms of the judgment) or otherwise discharged and, in the case of each such judgment or decree, there is a period of 60 days after such judgment becomes final during which such judgment or decree is not discharged, waived or the execution thereof stayed and, in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(vi) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(1) is for relief against the Company or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, in an involuntary case;

(2) appoints a custodian of the Company or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary or for all or substantially all of the property of the Company or any of the Restricted Subsidiaries; or

(3) orders the liquidation of the Company or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary and the order or decree remains unstayed and in effect for 60 consecutive days;

(vii) the Company, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary, pursuant to or within the meaning of any Bankruptcy Law:

(1) commences a voluntary case;

(2) consents to the entry of an order for relief against it in an involuntary case;

(3) consents to the appointment of a custodian of it or for all or substantially all of its property;

(4) makes a general assignment for the benefit of its creditors; or

(5) admits in writing its inability generally to pay its debts;

(viii) the Tranche A-[●] Exit Note Guarantee of a Significant Subsidiary that is a Guarantor or any group of Subsidiaries that are Guarantors and that, taken together as of the date of the most recent audited financial statements of the Company, would constitute a Significant Subsidiary ceases to be in full force and effect (except as contemplated by the terms hereof) or any such Guarantor or group of Guarantors denies or disaffirms its obligations under this Indenture or any such Tranche A-[●] Exit Note Guarantee, other than by reason of the release of the Tranche A-[●] Exit Note Guarantee in accordance with the terms of Section 10.09 of the Indenture;

(ix) (x) the Liens created by the Collateral Documents shall at any time cease to constitute a valid and perfected Lien on any material portion of the Collateral intended to be covered thereby (unless perfection is not required by the Indenture or the Collateral Documents) other than (A) in accordance with the terms of the relevant Collateral Document and the Indenture, (B) the satisfaction in full of all obligations under the Indenture or (C) any loss of perfection that results from the failure of the Collateral Trustee to maintain possession of certificates delivered to it representing securities pledged under the Collateral Documents and (y) such default continues for 30 days after receipt of written notice given by the Trustee or the holders of not less than 25% in aggregate principal amount of the then Outstanding Tranche A-[●] Exit Notes; *provided* that such default relates to Liens in excess of U.S.\$25,000,000;

(x) unless all the Collateral has been released from the Liens in accordance with the provisions of the Collateral Documents, the Company shall assert or any Guarantor that is a Significant Subsidiary (or any group of Subsidiaries that are Guarantors and that, taken together as of the date of the most recent audited financial statements of the Company, would constitute a Significant Subsidiary) shall assert, in any pleading in a court of competent jurisdiction, with respect to any Collateral that any such security interest is invalid or unenforceable.

A Default under clause (iii) above will not constitute an Event of Default until the Company shall have received from the Trustee (acting solely at the written discretion of the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes then outstanding) or the Holders of at least 25% in principal amount of the Tranche A-[●] Exit Notes written notice of such Default and the Company does not cure such Default within 60 days after receipt of such notice. If an Event of Default (other than an Event of Default specified in clause (vi) or (vii) above) occurs and is continuing, the Trustee or the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes may declare all unpaid principal of and accrued and unpaid interest on all Tranche A-[●] Exit Notes to be due and payable immediately, by a notice in writing to the Company, and upon any such declaration such amounts will become due and payable immediately. If an Event of Default specified in clause (vi) or (vii) above occurs and is continuing, then the principal of and accrued and unpaid interest on all Tranche A-[●] Exit Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder; *provided* that, under applicable law, such acceleration would not result in subordination of the claim, in which case the Tranche A-[●] Exit Notes may only be accelerated upon the vote of the Required Holders.

As long as the insolvency laws of the jurisdiction in which the Issuer or any Significant Subsidiary or Guarantor are organized provide for restrictions on or sanctions associated with the ability of the Trustee or the Holders of the Tranche A-[●] Exit Notes to, directly or indirectly, exercise the right to declare an Event of Default under clause (vi) and (vii), nothing in clause (vi) and (vii) shall (i) prevent the commencement of any reorganization proceeding in such jurisdiction, whether voluntary or involuntary, in respect of the Issuer or any Significant Subsidiary or Guarantor, (ii) prohibit the Issuer or Significant Subsidiary from entering into a reorganization proceeding, or (iii) cause an unfavorable effect (efecto desfavorable) upon the Issuer or any Significant Subsidiary or Guarantor.

Subject to the provisions of the Indenture relating to the duties of the Trustee in case an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the Holders, unless such Holders shall have offered to the Trustee indemnity reasonably satisfactory to it in its sole discretion against all costs, losses, liabilities and expenses caused by taking or not taking such action. Subject to such provision for the indemnification of the Trustee, the Required Holders will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee. However, the Trustee shall be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of the holders if such request or direction conflicts with any law or with the indenture or, subject to the terms of the indenture, if the Trustee determines it is unduly prejudicial to the rights of other holders or would involve the Trustee in personal liability or expense; *provided, however*, that the Trustee may, but shall not be obliged to, take any other action deemed proper by the Trustee that is not inconsistent with such request or direction.

At any time after a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as provided in the Indenture, the Required Holders by written notice to the Company and the Trustee may rescind or annul a declaration of acceleration if (i) the Company has paid or deposited with the Trustee a sum sufficient to pay (A) all overdue interest on Outstanding Tranche A-[●] Exit Notes, (B) all unpaid principal of the Tranche A-[●] Exit Notes that has become due otherwise than by such declaration of acceleration, (C) to the extent that payment of such interest on the Tranche A-[●] Exit Notes is lawful, interest on such overdue interest (including any Additional Amounts) as provided in the Indenture and (D) all sums paid or advanced by the Trustee and Agents under the Indenture and the reasonable compensation, expenses, disbursements and advances of, and indemnity due to, the Trustee and Agents and their agents and counsel; and (ii) all Events of Default have been cured or waived except nonpayment of principal that has become due solely because of acceleration.

An Event of Default under clause (iv) above and all consequences thereof shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders of the Tranche A-[●] Exit Notes, if within 20 days after such Event of Default arose, (i) the Indebtedness that is the basis for such Event of Default has been discharged, (ii) Holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default or (iii) the default that is the basis for such Event of Default has been cured.

No rescission pursuant to Section 6.02 of the Indenture shall affect any subsequent Default or Event of Default or impair any right consequent thereto.

16 Trustee Dealings with the Issuer .

Subject to certain limitations imposed by the Indenture, the Trustee and any Paying Agent, Transfer Agent, Registrar or co-registrar or any other agent of the Issuer or of the Trustee, in its individual or any other capacity, may become the owner or pledgee of Tranche A-[●] Exit Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee, the Transfer Agent, Paying Agent, Registrar or such other agent.

17 Governing Law.

THE INDENTURE, THE TRANCHE A-[●] EXIT NOTES AND THE TRANCHE A-[●] EXIT NOTE GUARANTEES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

18 No Recourse Against Others.

No director, officer, employee or shareholder, as such, of the Issuer, the Guarantors or the Trustee shall have any liability for any obligations of the Issuer, the Guarantors or the Trustee, respectively, under the Indenture or the Tranche A-[●] Exit Notes or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Tranche A-[●] Exit Note, each Holder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Tranche A-[●] Exit Notes.

19 CUSIP and ISIN Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP or ISIN numbers, as applicable, to be printed on the Tranche A-[●] Exit Notes and has directed the Trustee to use CUSIP or ISIN numbers, as applicable, in notices of redemption as a convenience to Holders. No representation is made as to the correctness of such numbers either as printed on the Tranche A-[●] Exit Notes or as contained in any notice and reliance may be placed only on the other identification numbers printed thereon, and any such notice shall not be affected by any defect in or omission of such numbers.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture, which includes the form of this Tranche A-[●] Exit Note. Requests may be made to:

[●]

OPTION OF HOLDER TO ELECT PURCHASE

If you wish to have this Tranche A-[●] Exit Note purchased by the Company pursuant to Section 4.10 of the Indenture, check the Box:

If you wish to have a portion of this Tranche A-[●] Exit Note purchased by the Company pursuant to Section 4.10 of the Indenture, state the amount: U.S.\$ _____.

Date:

Your Signature:

(Sign exactly as your name appears on the other side of this Tranche A-[●] Exit Note)
Signature Guarantee:

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is U.S.\$ _____. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Certificated Note, or exchanges of a part of another Global or Certificated Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Custodian
------------------	--	--	--	---

* This schedule should be included only if the Tranche A-[•] Exit Note is issued in global form.

EXHIBIT B

SUPPLEMENTAL INDENTURE

dated as of _____, _____

among

Avianca MidCo 2 Limited,
as Issuer

the GUARANTORS party hereto

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Trustee, Registrar, Transfer Agent and Principal Paying Agent

and

GLAS AMERICAS LLC,
as Collateral Trustee

9.000% Tranche A-[●] Senior Secured Notes Due 2028

THIS SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), entered into as of _____, _____, among Avianca MidCo 2 Limited, a private limited company incorporated and existing under the laws of England and Wales (the “**Company**” or the “**Issuer**”), [Additional Guarantor(s)] (each, an “**Undersigned**”), WILMINGTON SAVINGS FUND SOCIETY, FSB, as trustee (the “**Trustee**”), Registrar, Transfer Agent and Principal Paying Agent, and GLAS AMERICAS LLC, as Collateral Trustee.

RECITALS

WHEREAS, the Issuer, the Guarantors party thereto, Wilmington Savings Fund Society, FSB, as trustee, registrar, transfer agent and principal paying agent, and GLAS AMERICAS LLC, as collateral trustee, entered into the Indenture, dated as of December [1], 2021 (the “**Indenture**”), relating to the Company’s 9.000% Tranche A-[●] Senior Secured Notes Due 2028 (the “**Tranche A-[●] Exit Notes**”);

WHEREAS, as a condition to the Trustee entering into the Indenture and the purchase of the Tranche A-[●] Exit Notes by the Holders, the Issuer and the Guarantors agreed pursuant to the Indenture to cause any newly acquired or created Subsidiaries to provide Guarantees in certain circumstances.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this Supplemental Indenture hereby agree as follows:

Section 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.

Section 2. Each Undersigned, by its execution of this Supplemental Indenture, agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to Guarantors, including, but not limited to, Article 10 thereof. [Specify % to be guaranteed, if less than 100%.]

Section 3. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 4. This Supplemental Indenture may be signed in various counterparts which together will constitute one and the same instrument.

Section 5. This Supplemental Indenture is an amendment supplemental to the Indenture, and the Indenture and this Supplemental Indenture will henceforth be read together.

Section 6. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or the recitals contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

AVIANCA MIDCO 2 LIMITED

By: _____
Name:
Title:

[ADDITIONAL GUARANTOR], as Guarantor

By: _____
Name:
Title:

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Trustee, Registrar, Transfer Agent and
Principal Paying Agent

By: _____
Name:
Title:

GLAS AMERICAS LLC, as Collateral Trustee

By: _____
Name:
Title:

EXHIBIT C

FORM OF
TRANSFER NOTICE

FOR VALUE RECEIVED, the undersigned Holder hereby sell(s), assign(s) and transfer(s) unto
Insert Taxpayer Identification No.

Please print or typewrite name and address, including postal zip code, of assignee

this Tranche A-[●] Exit Note and all rights hereunder, hereby irrevocably constituting
and appointing

_____ attorney to transfer said Tranche A-[●] Exit Note on the books of
[●] with full power of substitution in the premises.

In connection with any transfer of this Tranche A-[●] Exit Note occurring prior to the date
[which is one year after the original issue date of the Tranche A-[●] Exit Notes,]¹ [which is on or
prior to the 40th day after the Issue Date (as defined in the Indenture governing the Tranche A-
[●] Exit Notes),]² the undersigned confirms that:

[Check one]

- (a) This Tranche A-[●] Exit Note is being transferred to a Person whom the
Holder reasonably believes is a qualified institutional buyer (as defined in Rule
144A under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”),
in a transaction meeting the requirement of Rule 144A;
- (b) This Tranche A-[●] Exit Note is being transferred in an offshore
transaction in accordance with Rule 904 under the Securities Act;
- (c) This Tranche A-[●] Exit Note is being transferred pursuant to an
exemption from registration under the Securities Act provided by Rule 144
thereunder (if available);
- (d) This Tranche A-[●] Exit Note is being transferred pursuant to an effective
registration statement under the Securities Act; or
- (e) This Tranche A-[●] Exit Note is being transferred to the Issuer (as defined
in the Indenture governing the Tranche A-[●] Exit Notes), in each of cases (a)

¹ Include in Restricted Note.

² Include in Regulation S Note.

through (e) above, in accordance with any applicable securities laws of any State of the United States.

If none of the foregoing boxes is checked, the Transfer Agent shall not be obligated to register this Tranche A-[●] Exit Note in the name of any Person other than the Holder hereof unless and until the conditions to any such transfer of registration set forth herein and in Section 2.07 of the Indenture shall have been satisfied.

Date: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this instrument in every particular, without alteration, enlargement or any other change whatever.

EXHIBIT D

FORM OF CERTIFICATE
FOR TRANSFER FROM RESTRICTED GLOBAL
NOTE OR CERTIFICATED NOTE BEARING
A SECURITIES ACT LEGEND TO REGULATION S
GLOBAL NOTE OR CERTIFICATED NOTE
NOT BEARING A SECURITIES ACT LEGEND

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801
Attn: Corporate Trust – Raye Goldsborough – Avianca MidCo 2 Limited

Re: 9.000% Tranche A-[●] Senior Secured Notes Due 2028 (the “Tranche A-[●] Exit Notes”)

Reference is hereby made to the Indenture, dated December [1], 2021 (the “**Indenture**”), among Avianca MidCo 2 Limited, the Guarantors party thereto, WILMINGTON SAVINGS FUND SOCIETY, FSB, as Trustee, Registrar, Transfer Agent and Principal Paying Agent, and GLAS AMERICAS LLC, as Collateral Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

This letter relates to U.S.\$ _____ principal amount of Tranche A-[●] Exit Notes which are held in the form of [a beneficial interest in the Restricted Global Note with the Depository in the name of the undersigned] [a Certificated Note bearing a Securities Act Legend].

The undersigned has requested a transfer of such [beneficial interest] [Certificated Note] to a Person who shall take delivery thereof in the form of [a beneficial interest of equal principal amount in the Regulation S Global Note (ISIN No. [●]) to be held with [Euroclear] [Clearstream]¹ through the Depository] [a Certificated Note of equal principal amount not bearing a Securities Act Legend]. In connection with such transfer, the undersigned does hereby certify that such transfer has been effected in accordance with the transfer restrictions set forth in the Indenture and the Tranche A-[●] Exit Notes and pursuant to and in accordance with Rule 903 or 904 of Regulation S under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), and, accordingly, the undersigned further certifies that:

(1) the offer of the Tranche A-[●] Exit Notes was not made to a U.S. Person (as defined under Regulation S);

[(2) at the time the buy order was originated, the transferee was outside the United States or the undersigned and any² Person acting on behalf of the undersigned reasonably believed that the transferee was outside the United States;]

¹ Indicate appropriate clearing system.

² Insert one of the two provisions.

[(2) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither the undersigned nor any Person acting on behalf of the undersigned knows that the transaction was prearranged with a buyer in³ the United States;]

(3) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or 904(b) of Regulation S, as applicable;

(4) the undersigned is not the Company, a distributor, an affiliate of either the Company or a distributor, or a Person acting on behalf of any of the foregoing; and

(5) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act.

This certificate and the statements contained herein are made for your benefit and for the benefit of [●]. Terms used in this certificate and not otherwise defined in the Indenture have the meanings set forth in Regulation S.

[INSERT NAME OF TRANSFEROR]

By: _____
Name:
Title:

Dated: _____, _____

cc: Avianca MidCo 2 Limited

³ Insert one of the two provisions.

EXHIBIT E

FORM OF TRANSFER CERTIFICATE
FOR TRANSFER FROM A REGULATION S GLOBAL
NOTE TO A RESTRICTED GLOBAL NOTE
(PRIOR TO 40TH DAY AFTER CLOSING DATE)

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801

Attn: Corporate Trust – Raye Goldsborough – Avianca MidCo 2 Limited

Re: 9.000% Tranche A-[●] Senior Secured Notes Due 2028 (the “Tranche A-[●] Exit Notes”)

Reference is hereby made to the Indenture, dated December [1], 2021 (the “**Indenture**”), among Avianca MidCo 2 Limited, the Guarantors party thereto, WILMINGTON SAVINGS FUND SOCIETY, FSB, as trustee (the “**Trustee**”), Registrar, Transfer Agent and Principal Paying Agent, and GLAS AMERICAS LLC, as Collateral Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

This letter relates to U.S.\$ _____ principal amount of Tranche A-[●] Exit Notes which are held in the form of a beneficial interest in the Regulation S Global Note (ISIN No. [●]) with the Depository in the name of the undersigned.

The undersigned has requested a transfer of such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in the Restricted Global Note (CUSIP No. [●]) to be held through the Depository. In connection with such transfer, the undersigned does hereby confirm that such transfer has been effected in accordance with the transfer restrictions set forth in the Indenture and the Tranche A-[●] Exit Notes and pursuant to and in accordance with Rule 144A under the U.S. Securities Act of 1933, as amended, and accordingly, the undersigned represents that:

- (1) the Tranche A-[●] Exit Notes are being transferred to a transferee that the undersigned reasonably believes is purchasing the Tranche A-[●] Exit Notes for its own account or one or more accounts with respect to which the transferee exercises sole investment discretion; and
- (2) the transferee and any such account is a “qualified institutional buyer” within the meaning of Rule 144A, in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

This certificate and the statements contained herein are made for your benefit and for the benefit of [●]

[INSERT NAME OF TRANSFEROR]

By: _____
Name:
Title:

Dated: _____, _____

cc: Avianca MidCo 2 Limited

EXHIBIT F

**FORM OF CERTIFICATE FOR REMOVAL
OF THE SECURITIES ACT LEGEND ON A CERTIFICATED NOTE**

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801
Attn: Corporate Trust – Raye Goldsborough – Avianca MidCo 2 Limited

Re: 9.000% Tranche A-[●] Senior Secured Notes Due 2028 (the “Tranche A-[●] Exit Notes”)

Reference is hereby made to the Indenture, dated December [1], 2021 (the “**Indenture**”), among Avianca MidCo 2 Limited, the Guarantors party thereto, WILMINGTON SAVINGS FUND SOCIETY, FSB, as trustee (the “**Trustee**”), Registrar, Transfer Agent and Principal Paying Agent, and GLAS AMERICAS LLC, as Collateral Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

This letter relates to U.S.\$ _____ principal amount of Tranche A-[●] Exit Notes which are held in the form of [a beneficial interest in the Restricted Global Note (CUSIP No. [●]) with the Depository] [[a] Certificated Note(s) in the name of the¹ undersigned.]

The undersigned has requested for the restrictive Legend on the Certificated Note(s) to be removed.

In connection with such transfer, the undersigned does hereby certify that such transfer has been effected only (i) in an offshore transaction in accordance with Rule 904 under the Securities Act, (ii) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) or (iii) pursuant to an effective registration statement under the Securities Act, in each of cases (i) through (iii) in accordance with any applicable securities laws of any State of the United States.

This certificate and the statements contained herein are made for your benefit and for the benefit of and [●]

[NAME OF UNDERSIGNED]

By: _____
Name:
Title:

Dated: _____, _____

cc: Avianca MidCo 2 Limited

¹ Indicate form in which Notes are held.

E-2

Error! Unknown document property name.

Exhibit J-1 to Notice of Filing of Plan Supplement

Blackline of Form of Exit Facility Indentures Against October 13 Version

~~Issuer Draft 10/12/21—Solely for purposes of Plan Supplement Filing~~

~~Final Form~~

~~[DRAFT SUBJECT TO APPROVAL AND ONGOING NEGOTIATION BETWEEN THE
PARTIES.]~~

~~[New UK MidCo~~AVIANCA MIDCO 2~~]~~⁺LIMITED,
as Issuer,

AVIANCA GROUP INTERNATIONAL LIMITED,
as Ultimate Parent and a Parent Guarantor,

the other GUARANTORS party hereto,

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Trustee, Registrar, Transfer Agent and Principal Paying Agent

and

GLAS AMERICAS LLC,
as Collateral Trustee

INDENTURE

Dated as of ~~[●]~~December 1, 2021

9.000% Tranche A-~~[●]~~ Senior Secured Notes Due 2028

⁺~~NTD: Name of issuer which will be UK entity as successor to Avianca Holdings S.A. to be confirmed. Structure subject to ongoing diligence.~~

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INDENTURE, dated as of ~~[●]~~December 1, 2021, among ~~[●]~~, a ~~[●]~~Avianca MidCo 2 Limited, a private limited company incorporated and existing under the laws of ~~the United Kingdom~~England and Wales (the “Company” or the “Issuer”), ~~the Avianca Group International Limited, a private limited company incorporated and existing under the laws of England and Wales (the “Ultimate Parent”), the other~~ GUARANTORS party hereto, WILMINGTON SAVINGS FUND SOCIETY, FSB, as trustee (the “Trustee”), Registrar, Transfer Agent and Principal Paying Agent, and GLAS AMERICAS LLC, as Collateral Trustee.

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders (as defined below) of the Company’s 9.000% Tranche A-[●] Senior Secured Notes due 2028 (the “Tranche A-[●] Exit Notes”) issued pursuant to this Indenture, as follows:

ARTICLE 1
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01 *Definitions.*

“**Acquired Indebtedness**” means Indebtedness of a Person or any of its subsidiaries existing at the time such Person becomes a Restricted Subsidiary of the ~~Company~~Ultimate Parent or at the time it merges or consolidates with a Parent Guarantor, the Company or any of ~~its~~the Restricted Subsidiaries or is assumed in connection with the acquisition of assets from such Person. Acquired Indebtedness will be deemed to have been incurred at the time such Person becomes a Restricted Subsidiary or at the time it merges or consolidates with a Parent Guarantor, the Company or a Restricted Subsidiary or at the time such Indebtedness is assumed in connection with the acquisition of assets from such Person.

“**Additional Amounts**” has the meaning specified in Section 4.05.

“Additional Secured Debt Facility” has the meaning specified in the Collateral Trust Agreement.

“**Additional Tranche A-[●] Exit Notes**” means any Tranche A-[●] Exit Notes issued under this Indenture in addition to the Initial Tranche A-[●] Exit Notes, having the same terms in all respects as the Initial Tranche A-[●] Exit Notes except for the issue date, issue price and, if applicable, the first interest payment date and the initial interest accrual date.

“**Affiliate**” means, with respect to any Person, any other Person that is in control of, is controlled by or is under common control with such Person. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“**Affiliate Cash Consideration Cap**” means, at the election of the Issuer:

- (i) an amount equal to 110% of the applicable Seller’s Cost; or

(ii) an amount within a range of values in connection with the applicable Investment to be determined by an Approved Appraisal Firm engaged at the expense of the Issuer or any other Guarantor.

“**Affiliate Transaction**” has the meaning specified in Section 4.09.

“**Agents**” means each of the Registrar, the Transfer Agent, the Paying Agents, and the Collateral Trustee, individually, an “**Agent**.”

“**Aircraft Indebtedness**” means ~~any~~ (i) Indebtedness incurred to finance the acquisition or operation of aircraft, spare parts or engines, secured by aircraft, spare parts or engines ~~and (ii) the acquisition or operation of which are so financed, (ii) any asset-based Indebtedness on terms that are customary in the aviation industry secured by aircraft, spare parts or engines, and (iii)~~ pre-delivery payment financing~~].~~

“**Airport Authority**” shall mean any city or any public or private board or other body or organization chartered or otherwise established for the purpose of administering, operating or managing airports or related facilities, which in each case is an owner, administrator, operator or manager of one or more airports or related facilities.

“**Applicable Procedures**” means the applicable procedures of DTC, Euroclear and Clearstream, in each case to the extent applicable.

“**Approved Appraisal Firm**” means any of the firms or institutions listed on Schedule I.

“**Asset Acquisition**” means:

(i) an Investment by a Parent Guarantor, the Company or any Restricted Subsidiary in any other Person pursuant to which such Person will become a Restricted Subsidiary, or will be merged with or into a Parent Guarantor, the Company or any Restricted Subsidiary;

(ii) the acquisition by a Parent Guarantor, the Company or any Restricted Subsidiary of the assets of any Person (other than a Subsidiary of the ~~Company~~ Ultimate Parent) which constitute all or substantially all of the assets of such Person or comprises any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business; or

(iii) any Revocation with respect to an Unrestricted Subsidiary.

“**Asset Sale**” means ~~(i) the sale, conveyance, transfer or other voluntary disposition (including by way of merger or consolidation), whether in a single transaction or a series of related transactions, of property or assets of the Company~~ a Parent Guarantor (other than the sale of Capital Stock of the Ultimate Parent), ~~the Company~~ or any of ~~its~~ the Restricted Subsidiaries (each referred to in this definition as a “disposition”), or (ii) the issuance or sale of Capital Stock of ~~any~~ a Parent Guarantor (other than the issuance of Capital Stock of the Ultimate Parent), the Company or any of the Restricted ~~Subsidiary~~ Subsidiaries (whether in a single transaction or a series of related transactions and other than Disqualified Capital Stock

or Preferred Stock of Restricted Subsidiaries issued in compliance with Section 4.08 or the issuance of directors' qualifying shares and shares issued to foreign nationals as required by applicable law), in each case, other than:

(A) a disposition of Cash Equivalents or obsolete, damaged, unnecessary, ~~unproductive,~~ unsuitable or worn out property, equipment or other assets in the ordinary course of business and dispositions of inventory, goods or other assets in the ordinary course of business or no longer useful in the ordinary course of the Parent Guarantors', the Company's or the Restricted Subsidiaries' business;

(B) the disposition of all or substantially all of the assets of the ~~Company~~ Ultimate Parent in a manner permitted pursuant to Article 5 or any disposition that constitutes a Change of Control;

(C) the making of any Restricted Payment or Permitted Investment that is permitted to be made, and is made, ~~[pursuant to]~~ Section 4.19 or the granting of a Lien permitted by Section 4.21;

(D) ~~[any disposition of assets in any transaction or series of related transactions with an aggregate Fair Market Value of less than U.S.\$10,000,000 in the aggregate per calendar year];~~

(E) any disposition of property or assets, ~~or~~ issuance or sale of securities by a Restricted Subsidiary (including Capital Stock) ~~by a~~ of such Restricted Subsidiary) to the Company or by the Company or a Restricted Subsidiary to another Restricted Subsidiary; ~~provided that any such disposition that constitutes an Investment shall be permitted pursuant to Section 4.19;~~ including, for the avoidance of doubt, in connection with the unwinding, dissolution or liquidation of any wholly owned Subsidiary of the Company in connection with any measures adopted by the Company in order to simplify its corporate structure (as determined in good faith by management of the Company);

(F) the lease, assignment, sublease, license or sublicense of any real or personal property in the ordinary course of business or that do not materially interfere with the business of the Parent Guarantors, the Company and its ~~the~~ Restricted Subsidiaries as then in effect;

(G) any issuance, sale or other disposition of Capital Stock of an Unrestricted Subsidiary;

(H) disposition of an account receivable in connection with the collection or compromise thereof;

(I) (i) foreclosures, condemnation, expropriation, forced dispositions, eminent domain or any similar action (whether by deed of condemnation or otherwise) with respect to assets ~~or the granting of Liens not prohibited by this Indenture, and~~, and (ii) transfers of any property that have been subject to a casualty to the respective insurer of

such property as part of an insurance settlement or upon receipt of the net proceeds of such casualty event ~~the granting of Liens not prohibited by this Indenture;~~

(J) the sale, lease, assignment, license, sublicense or sublease of inventory, equipment, accounts receivable, notes receivable or other current assets ~~(including, for the avoidance of doubt, in connection with any receivables financing)~~, in each case, held for sale in the ordinary course of business;

(K) the licensing, sublicensing or cross-licensing of intellectual property in the ordinary course of business (including between Restricted Subsidiaries) and which does not materially interfere with the business of the Parent Guarantors, the Company and ~~the~~ Restricted Subsidiaries as then in effect;

(L) the surrender or waiver of obligations of trade creditors or customers or other contract rights that were incurred in the ordinary course of business of the Parent Guarantors, the Company or any Restricted Subsidiary, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or compromise, settlement, release or surrender of a contract, tort or other litigation claim, arbitration or other disputes;

(M) dispositions of Investments (including Capital Stock) in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements or rights of first refusal between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(N) dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) an amount equal to the net proceeds of such disposition are promptly applied to the purchase price of such replacement property;

(O) any financing transaction with respect to property built or acquired by the Parent Guarantors, the Company or any Restricted Subsidiary after the Issue Date, including Sale and Leaseback Transactions, in each case, permitted under this Indenture;

(P) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or other litigation claims in the ordinary course of business;

(Q) the unwinding or voluntary termination of any Hedging Obligations;

~~(R) the unwinding, dissolution or liquidation of any Subsidiary of the Company in connection with any measures adopted by the Company in order to simplify its corporate structure⁺ (as determined in good faith by management of the Company);~~

⁺NTD: these plans are part of Avianca's efforts to maximize cost savings, risk reduction and to improve corporate governance; please note that this carve-out would not affect any operating assets, as they'd still remain within the corporate structure, as required elsewhere. The main effect of these efforts will be to reduce the number of intermediate companies in the structure.

(R) ~~(S)~~ ~~(i)~~ any issuance, sale or other disposition of Capital Stock (other than Preferred Stock or Disqualified Capital Stock) of the Ultimate Parent pursuant to any bona fide management incentive plan, or (ii) subject to the terms and conditions of the Share Pledge Agreements, any issuance, sale or other disposition of Capital Stock (other than Preferred Stock or Disqualified Capital Stock) of the Company or a Restricted Subsidiary in an amount not to exceed \$10,000,000 at any time pursuant to any bona fide management incentive plan; and

(S) ~~(T)~~ the SAI Disposition² or ~~{~~any disposition pursuant to the Reorganization Plan~~}~~³.

In the event that a transaction (or any portion thereof) meets the criteria of a permitted Asset Sale and would also be a permitted Restricted Payment or Permitted Investment, the Ultimate Parent or the Company, in ~~its~~their sole discretion, will be entitled to divide and classify such transaction (or a portion thereof) as an Asset Sale and/or one or more of the types of permitted Restricted Payments or Permitted Investments.~~}~~

“**Authenticating Agent**” has the meaning specified in Section 2.02.

“**Authorized Denomination**” has the meaning specified in Section 2.02.

“**Banco de Bogota Credit Card Receivables Facility**” means that certain Credit and Guaranty Agreement, dated June 16, 2015, executed by and among Taca International Airlines S.A., as borrower, Avianca Holdings S.A., as guarantor, BAC International Bank, Inc., Banco de Bogotá and Banco de Occidente, S.A., as lenders, and Fiduciaria Bogotá S.A., as Administrative Agent, and Banco de Bogotá S.A., New York Agency as Sole Lead Arranger and Bookrunner ~~{~~(as amended, restated, supplemented or otherwise modified from time to time)~~}~~.

“**Bankruptcy Law**” means Title 11, U.S. Code or any similar federal, state or foreign law for the relief of debtors.

“**Business Day**” means any day other than a Saturday, a Sunday or a legal holiday in the United Kingdom, Colombia or the United States or a day on which banking institutions or trust companies are authorized or obligated by law to close in the United Kingdom, Colombia, the State of Delaware or The City of New York.

“**Capital Markets Offering**” means any offering of “securities” (as defined under the Securities Act) in (a) a public offering registered under the Securities Act, or (b) an offering not required to be registered under the Securities Act (including, without limitation, a private placement under Section 4(a)(2) of the Securities Act, an exempt offering pursuant to Rule 144A and/or Regulation S of the Securities Act and an offering of exempt securities).

“**Capital Stock**” means, with respect to any Person, any and all shares of stock, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated, whether voting or non-voting) such Person’s equity, including any

² ~~NTD: SAI transaction to be discussed among counsels.~~

³ ~~NTD: To be discussed if necessary to keep.~~

Preferred Stock, but excluding any debt securities convertible into or exchangeable for such equity.

“Cash Equivalents” means:

(i) U.S. dollars, or money in the local currency of any country in which the Parent Guarantors, the Company or any of ~~its~~the Restricted Subsidiaries operates;

(ii) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition thereof;

(iii) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof or any country recognized by the United States of America maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the three highest ratings obtainable from either S&P or Moody’s or any successor thereto;

(iv) commercial paper outstanding at any time, maturing not more than one year after the date of acquisition, issued by any Person (other than an Affiliate of the ~~Issuer~~Ultimate Parent) that is organized under the laws of the United States of America, any state thereof or any Latin American country recognized by the United States and rated P-1 or better from Moody’s or A-1 or better from S&P or, with respect to Persons organized outside of the United States, a local market credit rating at least “BBB-” (or the then equivalent grade) by S&P and the equivalent rating by Moody’s and in each case with maturities of not more than 360 days from the date of acquisition thereof;

(v) demand deposits, certificates of deposit, overnight deposits and time deposits with maturities of one year or less from the date of acquisition, bankers’ acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any commercial bank that is organized under the laws of the United States of America, any state thereof or any foreign country recognized by the United States and at the time of acquisition thereof has capital and surplus in excess of U.S.\$500,000,000 (or the foreign currency equivalent thereof) and a rating of P-1 or better from Moody’s or A-1 or better from S&P or, with respect to a commercial bank organized outside of the United States, a local market credit rating of at least ~~“BBB-”~~ (or the then equivalent grade) by S&P and the equivalent rating by Moody’s, or with government owned financial institution that is organized under the laws of any of the countries in which the ~~Company’s~~Parent Guarantors, the Company or the Restricted Subsidiaries conduct business;

(vi) insured demand deposits made in the ordinary course of business and consistent with the Parent Guarantors’, the Company’s or ~~its~~their Subsidiaries’ customary cash management policy in any domestic office of any commercial bank organized under the laws of the United States of America or any state thereof;

(vii) repurchase obligations with a term of not more than ~~{360}~~ days for underlying securities of the types described in clauses (ii), (iii) and (iv) above entered into with any financial institution meeting the qualifications specified in clause (v) above;

(viii) substantially similar investments denominated in the currency of any jurisdiction in which the Parent Guarantors, the Company or any of ~~its~~the Restricted Subsidiaries conducts business of issuers whose country's credit rating is at least "BBB-" (or the then equivalent grade) by S&P and the equivalent rating by Moody's; ~~and~~

(ix) any other securities or pools of securities that are classified under IFRS as cash equivalents or short-term investments on a balance sheet as of such date; and

(x) ~~(ix)~~ investments in money market funds which invest at least 95% of their assets in securities of the types described in clauses (i) through ~~(viii)~~(ix) above.

"Certificated Note" has the meaning specified in Section 2.06.

"Change of Control" means~~:~~

(i) the direct or indirect sale or transfer (other than by way of merger or consolidation) of all or substantially all the assets of the ~~Company~~Ultimate Parent or the Issuer to another Person (in each case, unless such other Person is a Permitted Holder ~~or a Subsidiary of [UK HoldCo]~~); ~~or~~

(ii) the consummation of any transaction (including, without limitation, by merger, consolidation, acquisition or any other means) as a result of which any "person" or "group" (as such terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act), other than Permitted Holders, is or becomes the "beneficial owner" (as such term is used in Rules 13d-3 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the ~~Company.~~Ultimate Parent; or

(iii) Ultimate Parent shall cease to hold, directly or indirectly, 100% of the Voting Stock of the Issuer.

"Clearstream" means Clearstream Banking, *société anonyme*, Luxembourg.

"Collateral" means, collectively, all assets subject or purported to be subject to any Lien pursuant to the Collateral Documents.

"Collateral Trustee" has the meaning specified in the preamble of this Indenture.

"Collateral Document Order" has the meaning specified in Section 12.07(r).

"Collateral Documents" means the security agreements, share pledges agreements (collectively, "Share Pledge Agreements"), debentures, collateral assignments, mortgages, deeds of trust, intellectual property assignments, intellectual property pledges, Collateral Trust Agreements and/or other instruments evidencing or creating a security interest in favor of the Collateral Trustee for its benefit and the benefit of the ~~[Trustee and the holders of the Tranche A~~

~~[●] Exit Notes and Tranche A [●] Exit Note Guarantees]~~⁴Secured Parties, in all or any portion of the Collateral (including Collateral pursuant to Section 4.11), as amended, extended, renewed, restated, refunded, replaced, refinanced, supplemented, modified or otherwise changed from time to time, including, without limitation, each Collateral Document listed on Schedule II hereto.

“**Collateral Trust Agreement**” means that certain Collateral Trust Agreement, dated as of ~~[●]~~December 1, 2021, by and among the Issuer, the Grantors party thereto, WILMINGTON SAVINGS FUND SOCIETY, FSB, as A-1 Senior Secured Notes Indenture Trustee and A-2 Senior Secured Notes Indenture Trustee, the Collateral Trustee for the Secured Parties and each Additional Parity Lien Representative party thereto from time to time.

~~“Company” has the meaning specified in the preamble of this Indenture.~~

“**Company Order**” means a written order signed in the name of the Company by an Officer.

“**Consolidated EBITDAR**”⁵ shall mean, with respect to any specified Person for any period, the Consolidated Net Income of such Person and its Restricted Subsidiaries for such period plus or minus, as applicable, and without duplication:

(i) an amount equal to any extraordinary loss (to the extent not covered by business interruption insurance to the extent added pursuant to clause (ix) below) plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with any Disposition of assets outside of the ordinary course of business, to the extent such losses were deducted in computing such Consolidated Net Income; plus

(ii) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; plus

(iii) the Fixed Charges of such Person and its Restricted Subsidiaries, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; plus

(iv) any non-cash foreign currency translation losses (including losses related to currency remeasurements of Indebtedness) of such Person and its Restricted Subsidiaries for such period, to the extent that such losses were deducted in computing such Consolidated Net Income; plus

(v) depreciation, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash charges and expenses (excluding any such non-cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) of such Person

~~⁴NTD: Subject to the terms of the Collateral Trust Agreement, to be replaced with the Secured Parties as defined in the Collateral Trust Agreement.~~

~~⁵NTD: Under ongoing review by Company.~~

and its Restricted Subsidiaries to the extent that such depreciation, amortization and other non-cash charges or expenses were deducted in computing such Consolidated Net Income; plus

(vi) the amortization of debt discount to the extent that such amortization was deducted in computing such Consolidated Net Income; plus

(vii) deductions for grants to any employee of such Person or its Restricted Subsidiaries of any Capital Stock during such period to the extent deducted in computing such Consolidated Net Income; plus

(viii) any non-cash mark-to-market accounting losses arising under fuel hedging arrangements, to the extent deducted in computing such Consolidated Net Income; plus

(ix) proceeds from business interruption insurance for such period, to the extent not already included in computing such Consolidated Net Income; plus

(x) any expenses and charges that are covered by indemnification or reimbursement provisions in connection with any permitted acquisition, merger, disposition, incurrence of Indebtedness, issuance of Capital Stock or any investment to the extent (a) actually indemnified or reimbursed and (b) deducted in computing such Consolidated Net Income; minus

(xi) an amount equal to any extraordinary gains and any net gains realized by such Person or any of its Restricted Subsidiaries in connection with any Disposition of assets outside of the ordinary course of business to the extent such gains increased such Consolidated Net Income; minus

(xii) non-cash items, other than the accrual of revenue in the ordinary course of business, to the extent such amount increased such Consolidated Net Income; minus

(xiii) the sum of (A) income tax credits and (B) interest income included in computing such Consolidated Net Income; minus

(xiv) non-cash foreign currency translation gains (including gains related to currency remeasurements of Indebtedness) of such Person and its Restricted Subsidiaries, to the extent such gains were included in computing such Consolidated Net Income; minus

(xv) any non-cash mark-to-market accounting gains arising under fuel hedging arrangements, to the extent such gains were included in computing such Consolidated Net Income;

in each case, determined on a consolidated basis in accordance with IFRS⁶, provided that, if any Restricted Subsidiary is not a wholly-owned Restricted Subsidiary, Consolidated EBITDAR shall be reduced (to the extent not otherwise reduced in accordance with IFRS as in effect on the Issue Date or the definition of Consolidated Net Income) by an amount equal to (A) the amount of the Consolidated Net Income attributable to such Restricted Subsidiary multiplied by (B) the percentage ownership

⁶NTD: CNL is measured on a consolidated basis, so adjustments will already be made in this regard.

interest in the income of such Restricted Subsidiary not owned on the last day of such period by the Ultimate Parent, the Issuer or any of the Restricted Subsidiaries.

~~£~~Subject to any pro forma adjustments made pursuant to Section 4.08(a), Consolidated EBITDAR of the ~~Company~~Ultimate Parent (on a pro forma basis as if the Ultimate Parent owned Avianca Holdings S.A.'s Subsidiaries as of such date) shall be deemed to be ~~£[]~~, (i) for the fiscal quarter ~~of the Company~~ ended September 30, 2020: ~~£[](34,678.0) thousand~~, (ii) for the fiscal quarter ~~of the Company~~ ended March 31, 2021: ~~£[](55,331.4) thousand~~, (iii) for the fiscal quarter ~~of the Company~~ ended June 30, 2021: ~~£[](3,631.5) thousand~~ and (iv) for the fiscal quarter ~~of the Company~~ ended September 30, 2021: ~~£[]~~59,773.2 thousand.

~~£~~**“Consolidated Interest Expense”⁷ means, with respect to any Person for any period, the sum (without duplication) determined on a consolidated basis in accordance with IFRS of:**

~~(i) the aggregate of cash and non-cash interest expense of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) for such period determined on a consolidated basis in accordance with IFRS, including, without limitation, the following (whether or not interest expense in accordance with IFRS):~~

~~(a) any amortization or accretion of debt discount or any interest paid on Indebtedness of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) in the form of additional Indebtedness;~~

~~(b) any amortization of deferred financing costs;~~

~~(c) the net costs under Hedging Obligations (including amortization of fees) in respect of Indebtedness or that are otherwise treated as interest expense or equivalent under IFRS; provided that if Hedging Obligations result in net benefits rather than costs, such benefits will be credited to reduce Consolidated Interest Expense unless, pursuant to IFRS, such net benefits are otherwise reflected in Consolidated Net Income;~~

~~(d) all capitalized interest;~~

~~(e) the interest portion of any deferred payment obligation;~~

~~(f) any premiums, fees, discounts, expenses and losses on the sale of accounts receivable (and any amortization thereof) payable by the Company or any Restricted Subsidiary in connection with a Permitted Receivables Financing;~~

~~(g) commissions, discounts and other fees and charges incurred in respect of letters of credit or bankers' acceptances; and~~

~~(h) any interest expense on Indebtedness of another Person that is Guaranteed by such Person or one of its Subsidiaries (Restricted Subsidiaries in the case of the Company) or secured by a Lien on the assets of such Person or one~~

⁷NTD: Under ongoing review.

~~of its Subsidiaries (Restricted Subsidiaries in the case of the Company), whether or not such Guarantee or Lien is called upon; and~~

~~(ii) the interest component of Finance Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) during such period.]~~

“**Consolidated Net Income**”⁸ means, with respect to any specified Person for any period, the aggregate of the net income (or loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis (excluding the net income (or loss) of any Unrestricted Subsidiary of such Person), determined in accordance with IFRS and without any reduction in respect of Preferred Stock dividends; *provided* that:

(i) all net after tax extraordinary, non-recurring or unusual gains or losses and all gains or losses realized in connection with any Disposition of assets outside of the ordinary course of business the early extinguishment of Indebtedness of such Person, together with any related provision for taxes on any such gain, will be excluded;

(ii) the net income (but not loss) of any Person that is not the specified Person or a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included for such period only to the extent of the amount of dividends or similar distributions paid in cash to the specified Person or a Restricted Subsidiary of the specified Person;

(iii) the net income (but not loss) of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(iv) the cumulative effect of a change in accounting principles on such Person will be excluded;

(v) the effect of non-cash gains and losses of such Person resulting from Hedging Obligations, including that attributable to movement in the mark-to-market valuation of Hedging Obligations, will be excluded;

(vi) any non-cash compensation expense recorded from grants by such Person of stock appreciation or similar rights, stock options or other rights to officers, directors or employees, will be excluded;

(vii) the effect on such Person of any non-cash items resulting from any amortization, write-up, write-down or write-off of assets (including intangible assets, goodwill and deferred financing costs) in connection with any acquisition, disposition, merger,

~~⁸ NTD: Under ongoing review by the Company.~~

consolidation or similar transaction or any other non-cash impairment charges incurred subsequent to the Issue Date, will be excluded; and

(viii) any provision for income tax reflected on such Person's financial statements for such period will be excluded to the extent such provision exceeds the actual amount of taxes paid in cash during such period by such Person and its consolidated Subsidiaries.

‡Subject to any pro forma adjustments made pursuant to Section 4.08(a), Consolidated Net Income of the ~~Company~~ Ultimate Parent (on a pro forma basis as if the Ultimate Parent owned Avianca Holdings S.A.'s Subsidiaries as of such date) shall be deemed to be ‡~~(\$~~‡, (i) for the fiscal quarter ~~of the Company~~ ended September 30, 2020: ‡~~(283,529.0) thousand~~, (ii) for the fiscal quarter ~~of the Company~~ ended March 31, 2021: ‡~~(311,680.0) thousand~~, (iii) for the fiscal quarter ~~of the Company~~ ended June 30, 2021: ‡~~(341,765.0) thousand~~ and (iv) for the fiscal quarter ~~of the Company~~ ended September 30, 2021: ‡~~‡(358,917.0) thousand~~.

“**Corporate Trust Office**” means the office of the Trustee or the Collateral Trustee at which at any particular time its corporate trust business shall be principally administered (which office, in the case of the Trustee, as of the date of this Indenture is located, solely for purposes of transfer, surrender, exchange or presentation for final payment, at: 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801, Attn: Corporate Trust – Raye Goldsborough – ‡~~‡~~Avianca Midco 2) (and which office as of the date of this Indenture is located, for purposes of the Collateral Trustee, at: GLAS Americas LLC, 3 Second Street, Suite 206, Jersey City, NJ 07311, Fax: 212-202-6246).

“**covenant defeasance option**” has the meaning specified in Section 8.01.

“**Currency**” means miles, points and/or other units that are a medium of exchange constituting a convertible, virtual and private currency that is tradable property and that can be sold or issued to Persons.

“**Custodian**” means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

“**Default**” means any event that is, or after notice or passage of time or both would be, an Event of Default.

“**defeasance trust**” has the meaning specified in Section 8.02.

“**Depository**” means DTC or any successor depository for the Tranche A-~~‡~~ Exit Notes.

“**Designation**” and “**Designation Amount**” have the respective meanings assigned to them in Section 4.20(a).

“**Disqualified Capital Stock**” means ‡that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable

at the option of the holder thereof), or upon the happening of any event, ⁹matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the holder thereof.}

“DTC” means The Depository Trust Company.

“ECA” means export credit agency.

“Engine Loan Facility” means that certain Facility Agreement, dated March 13, 2015, by and among (i) Bank of Utah, not in its individual capacity, except as expressly provided herein, but solely as owner trustee under the Trust Agreement, as Borrower, (ii) Avianca Holdings S.A., as Owner Participant, (iii) Avianca Holdings S.A., Aerovías del Continente Americano S.A. Avianca, and Taca International Airlines, S.A., as Guarantors, (iv) Credit Agricole Corporate and Investment Bank, as Lenders, (v) Credit Agricole Corporate and Investment Bank, as Administrative Agent, and (vi) Wells Fargo Bank Northwest, N.A., as Security Trustee.

“Equity Consideration” means {any consideration paid in the form of, or from the cash proceeds of any issuance of, Capital Stock or Preferred Equity (other than Disqualified Capital Stock), ~~Preferred Equity~~, or any option, warrant or other right to acquire Capital Stock or Preferred Equity (other than Disqualified Capital Stock) ~~or Preferred Equity, in each case~~, of the ~~Issuer~~ Ultimate Parent (other than any Capital Stock or any option, warrant or other right to acquire Capital Stock issued in connection with the Plan of Reorganization).}

“Equity Offering” means a private or public offering for cash by the ~~Company or any direct or indirect parent of the Company~~ Ultimate Parent or any Parent Entity, as applicable, of its Capital Stock (in the case of any ~~direct or indirect parent of the Company~~ Parent Entity, to the extent such cash proceeds are contributed to the ~~Company~~ Ultimate Parent), other than (x) an issuance to any Subsidiary of the Ultimate Parent, (y) any offering of Capital Stock issued in connection with a transaction that constitutes a Change of Control or (z) any offering of Disqualified Capital Stock.

“Euroclear” means Euroclear Bank S.A./N.V.

“Event of Default” has the meaning specified in Section 6.01.

{“Excluded Accounts”¹⁰ shall mean (a) all accounts used exclusively for escrow, fiduciary, trust or tax withholding purposes funded in the ordinary course of business or required by applicable law, (b) accounts used only for payroll obligations, (c) all accounts ~~of LifeMiles~~, ~~(d) all accounts~~ holding cash securing obligations in respect of certain returned aircraft¹¹, (~~ed~~) to the extent deemed property of a Parent Guarantor, the Issuer or any Restricted Subsidiary, accounts referenced in the Cash Management Agreement, dated as of December 12, 2017, by and among Aerovías del Continente Americano S.A. Avianca, as seller and servicer, USAVflow Limited, as purchaser, and Citibank N.A, as administrative agent and collateral agent, and any

⁹NTD: Removed wording is duplicative of definition of Preferred Stock.

¹⁰NTD: Under Company review.

¹¹NTD: TBC.

funds in all such accounts and (fe) to the extent deemed property of a Parent Guarantor, the Issuer or any Restricted Subsidiary, accounts referenced in that certain Assignment and Security Agreement, dated as of June 16, 2015, among Taca International Airlines, S.A., as Pledgor, Fiduciaria Bogotá S.A., as Collateral Trustee, and Banco de Bogotá S.A., New York Agency, as Bank, and any funds in all such accounts.†

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended.

†“**Excluded Assets**”¹² shall mean (a) any particular assets, if the pledge thereof or security interest therein is (x) prohibited by applicable law (including rules and regulations of any Governmental Authority) or (y) prohibited or restricted by the contract, lease, license or other agreement governing such asset with a counterparty that is not a Parent Guarantor, the Issuer, a Restricted Subsidiary or an Affiliate thereof and that exists as of the Issue Date; in each case of clause (x) and (y), except to the extent any such prohibition or restriction would be rendered ineffective or the enforcement thereof would be stayed under applicable provisions of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including Bankruptcy Law) or principles of equity, (b) any rights and benefits of a Parent Guarantor, the Issuer or any Restricted Subsidiary under any credit card processing agreements relating to Specified Sales (as such term is defined in that certain Contract Rights and Receivables Sale, Purchase and Servicing Agreement among Aerovías del Continente Americano S.A. Avianca, as Seller and Servicer, and USAVFlow Limited, as Purchaser dated December 12, 2017) of the type in existence as of the Issue Date or any cash or other proceeds of any such rights and benefits, subject only to any rights of the Debtors obtained by the Final DIP Order in connection with a final disposition of the adversary proceeding styled Avianca Holdings S.A., et al. v. USAVFlow Limited (In re Avianca Holdings S.A. et al.), Adv. Proc. No. 20-01189 (MG) and (c) any Excluded Accounts; *provided*, that Excluded Assets shall not include (A) any proceeds of any Excluded Assets unless such proceeds would otherwise constitute Excluded Assets, and (B) any Capital Stock of LifeMiles, the five cargo aircraft listed on Schedule II, or in each case, any proceeds thereof.†

“**Exit Notes**” means, jointly, the Tranche A-1 Exit Notes and the Tranche A-2 Exit Notes.

“**Exit Note Guarantees**” means, jointly, the Tranche A-1 Exit Note Guarantees and the Tranche A-2 Exit Note Guarantees.

“**Expiration Date**” has the meaning specified in Section 1.05(j).

“**Fair Market Value**” means, with respect to any asset, the price (after taking into account any liabilities relating to such assets) which could be negotiated in an arm’s-length free market transaction, for cash, between a willing seller and a willing and able buyer, neither of which is under any compulsion to complete the transaction; *provided* that the Fair Market Value of any such asset or assets will be determined conclusively by the board of directors of the

~~¹² **NTD**: Under ongoing review by the Company. Note that there won’t be share pledges in respect of all Subsidiaries and that there won’t be pledges of Rights to Waterfall Proceeds and Aircraft Residual Value.~~

Ultimate Parent or the Company acting in good faith, and will be evidenced by a board resolution.

“**Finance Lease Obligation**” means, with respect to any Person, any obligation that is required to be classified and accounted for as a finance lease for financial reporting purposes on the basis of IFRS. The amount of Indebtedness represented by such obligation will be the capitalized amount of such obligation at the time any determination thereof is to be made as determined on the basis of IFRS, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty.

“**Fitch**” means Fitch Ratings, Ltd. and its successors.

†“**Fixed Charge Coverage Ratio**” means, as of any date of determination, the ratio of the aggregate amount of Consolidated EBITDAR for such Person for the four most recent full fiscal quarters for which financial statements ~~have been delivered~~¹³ are required to be provided pursuant to Section 8.01; ending on or prior to the date of such determination to Fixed Charges for such Person for the four most recent full fiscal quarters for which financial statements ~~have been delivered~~ are required to be provided pursuant to Section 8.01; ending on or prior to the date of such determination; † (subject to the last paragraphs of the definitions of “Consolidated EBITDAR” and “Fixed Charges”).

“**Fixed Charges**”¹⁴ means, with respect to any specified Person and its Restricted Subsidiaries for any period, the sum, without duplication, of:

- (i) the consolidated interest expense (net of interest income) of such Person and its Restricted Subsidiaries for such period to the extent that such interest expense is payable in cash (and such interest income is receivable in cash); plus
- (ii) the interest component of leases that are capitalized in accordance with IFRS of such Person and its Restricted Subsidiaries for such period to the extent that such interest component is related to lease payments payable in cash; plus
- (iii) other than for purposes of calculating Consolidated EBITDAR, any scheduled principal payments due with respect to Indebtedness of such Person or any of its Restricted Subsidiaries or of another Person that is guaranteed by such specified Person or any of its Restricted Subsidiaries or secured by assets of such specified Person or any of its Restricted Subsidiaries in cash for such period by such specified Person and its Restricted Subsidiaries for such period; plus
- (iv) any interest expense actually paid in cash for such period by such specified Person or any of its Restricted Subsidiaries on Indebtedness of another Person that is guaranteed by such specified Person or any of its Restricted Subsidiaries or secured by a Lien on assets of such specified Person or any of its Restricted Subsidiaries; plus

¹³ ~~NTD: Change made to clarify that it is only possible to make the calculation based off available financials.~~

¹⁴ ~~NTD: Under ongoing review by the Company.~~

(v) all dividends or distributions payable in cash on any series of Disqualified Capital Stock or Preferred Stock of such Person or any series of Disqualified Capital Stock or Preferred Stock of its Restricted Subsidiaries; plus

(vi) the aircraft rent expense of such Person and its Restricted Subsidiaries for such period to the extent that such aircraft rent expense is payable in cash,

all as determined on a consolidated basis in accordance with IFRS.

{Subject to any pro forma adjustments made pursuant to Section 4.08(a), Fixed Charges of the Company Ultimate Parent (on a pro forma basis as if the Ultimate Parent owned Avianca Holdings S.A.'s Subsidiaries as of such date) shall be deemed to be ~~[\$[]]~~, (i) for the fiscal quarter ~~of the Company~~ ended September 30, 2020: ~~[\$[]106,202.3 thousand]~~, (ii) for the fiscal quarter ~~of the Company~~ ended March 31, 2021: ~~[\$[]224,572.1 thousand]~~, (iii) for the fiscal quarter ~~of the Company~~ ended June 30, 2021: ~~[\$[]252,533.5 thousand]~~ and (iv) for the fiscal quarter ~~of the Company~~ ended September 30, 2021: ~~[\$[]]286,564.4 thousand]~~.

~~“Future Pari Passu Secured Indebtedness” means any Indebtedness of the Issuer and/or the Guarantors that is secured by a Lien on the Collateral ranking equally and ratably with the Tranche A [●] Exit Notes and the Tranche A [●] Exit Notes pursuant to clause (xx) of the definition of “Permitted Liens”; provided that (i) the trustee, agent or other authorized representative for the holders of such Indebtedness (other than in the case of any Additional Tranche A [●] Exit Notes or Tranche A [●] Exit Notes) shall become a party to the Collateral Trust Agreement in accordance with the terms thereof and (ii) the Company shall designate such Indebtedness as Future Pari Passu Secured Indebtedness in accordance with the terms of this Indenture and the Collateral Trust Agreement.~~

“Global Note” means a global note representing the Tranche A-[●] Exit Notes substantially in the form attached hereto as Exhibit A.

“Global Note Legend” means the following legend, printed in capital letters:

“UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK LIMITED PURPOSE TRUST COMPANY (“DTC”), TO THE COMPANY NAMED HEREIN (THE “COMPANY”) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE IN WHOLE SHALL BE LIMITED TO TRANSFERS TO A NOMINEE OF DTC OR BY A NOMINEE OF DTC TO DTC OR ANOTHER NOMINEE OF DTC OR BY DTC OR ANY SUCH NOMINEE TO A

SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY AND

TRANSFERS OF THIS GLOBAL NOTE IN PART SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE AND REFERRED TO ON THE REVERSE HEREOF.”

“**Governmental Authority**” shall mean the government of Bahamas, Bermuda, Canada, Costa Rica, Curacao, El Salvador, Guatemala, Honduras, the United Kingdom, the United States of America, Mexico, Nicaragua, Colombia, Ecuador and any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank organization, or other entity exercising executive, legislative, judicial, taxing or regulatory powers or functions of or pertaining to government. Governmental Authority shall not include any Person in its capacity as an Airport Authority.

“**guarantee**” means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any Person; *provided* that the term “guarantee” will not include endorsements for collection or deposit in the ordinary course of business. The term “guarantee” used as a verb has a corresponding meaning.

“**Guarantor**” means (i) each of [\[●\]the Parent Guarantors, Avianca Group \(UK\) Limited, Aeroinversiones de Honduras, S.A., Aerovías del Continente Americano S.A. Avianca, Airlease Holdings One Ltd., America Central \(Canada\) Corp., America Central Corp., AV International Holdco S.A., AV International Holdings S.A., AV International Investments S.A., AV International Ventures S.A., AV Investments One Colombia S.A.S., AV Investments Two Colombia S.A.S., AV Loyalty Bermuda Ltd., AV Taca International Holdco S.A., Aviacorp Enterprises, S.A., Avianca Costa Rica S.A., Avianca Leasing, LLC, Avianca, Inc., Avianca-Ecuador S.A., Aviaservicios, S.A., Aviateca, S.A., C.R. Int’l Enterprises, Inc., Grupo Taca Holdings Limited, International Trade Marks Agency Inc., Inversiones del Caribe, S.A., Latin Airways Corp., Latin Logistics, LLC, Nicaragüense de Aviación, Sociedad Anónima, Regional Express Américas S.A.S., Ronair N.V., Servicio Terrestre, Aéreo y Rampa S.A., Servicios Aeroportuarios Integrados SAI S.A.S., Taca de Honduras, S.A. de C.V., Taca de México, S.A., Taca International Airlines S.A., Taca S.A., Tampa Cargo S.A.S. and Technical and Training Services, S.A. de C.V.](#) and (ii) each Person that executes a supplemental indenture in the form of [Exhibit B](#) providing for the guarantee of the payment of the Tranche A-[●] Exit Notes, or any successor obligor under the Tranche A-[●] Exit Note Guarantee pursuant to Section 5.02, in each case unless and until such Guarantor is released from its Tranche A-[●] Exit Note Guarantee pursuant to this Indenture.

“**Hedging Obligations**” means, with respect to any Person, the obligations of such Person pursuant to any interest rate swap agreement, foreign currency exchange agreement, interest rate collar agreement, option or futures contract or other similar agreement or arrangement designed to protect such Person against changes in interest rates or foreign exchange rates.

“**Holder**” or “**Holder of a Tranche A-[●] Exit Note**” means the Person in whose name a Tranche A-[●] Exit Note is registered on the Registrar’s books.

“**IFRS**” means International Financial Reporting Standards, as issued by the International Accounting Standards Board, as in effect from time to time.

“**Indebtedness**” means, with respect to any Person, without duplication:

(i) the principal of and premium, if any, in respect of (a) indebtedness of such Person for money borrowed and (b) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; *provided, however, that any warrants that by reason of their accounting treatment under IAS32 would be treated as a financial liability shall not be construed as Indebtedness solely as the result of such treatment;*

(ii) all Finance Lease Obligations of such Person; *provided*, however, that any portion of such Finance Lease Obligations that is expected to be deemed fully satisfied pursuant to the Plan of Reorganization shall not be construed as Indebtedness in a manner consistent with US GAAP fresh start accounting rules regardless of any treatment under IFRS;

(iii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but in each case excluding trade accounts payable or other short-term obligations, in each case arising in the ordinary course of business);

(iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar instrument (other than obligations with respect to letters of credit securing obligations entered into in the ordinary course of business of such Person if, to the extent drawn upon, such drawing is reimbursed no later than the tenth Business Day following receipt by such Person of a demand for reimbursement following payment on the letter of credit);

(v) all net obligations due and payable under Hedging Obligations of such Person;

(vi) all obligations of the type referred to in clauses (i) through (v) of other Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including by means of any guarantee (other than obligations of other Persons that are customers or suppliers of such Person for which such Person is or becomes so responsible or liable in the ordinary course of business to (but only to) the extent that such Person does not, or is not required to, make payment in respect thereof); and

(vii) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person), the amount of such obligation being deemed to be the lesser of the value of such property or assets or the amount of the obligation so secured.

“**Indenture**” means this Indenture, as amended or supplemented from time to time in accordance with the provisions hereof.

“**Initial Tranche A-[●] Exit Notes**” means the U.S.\$[●] in aggregate principal amount of Tranche A-[●] Exit Notes issued on the Issue Date.

“**interest**” on a Tranche A-[●] Exit Note means the interest on such Tranche A-[●] Exit Note (including any Additional Amounts payable by the Company in respect of such interest).

“**Interest Payment Date**” means the Payment Date of an installment of interest on the Tranche A-[●] Exit Notes.

~~“**Investment Grade Rating**” means a rating equal to or higher than BBB, in the case of Standard & Poor’s and Fitch, and Baa3, in the case of Moody’s.~~

“**Investments**” means, with respect to any Person, any:

(i) direct or indirect loan, advance or other extension of credit (including, without limitation, a guarantee or assumption of Indebtedness) to any other Person (other than advances or extensions of credit to customers in the ordinary course of business);

(ii) capital contribution (by means of any transfer of cash or other property or contract to others or any payment for property or services for the account or use of others) to any other Person;

(iii) any purchase or acquisition by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidences of Indebtedness issued by, any other Person; or

(iv) advances by such Person for future capital contributions in any other Person¹⁵.

“Investment” will exclude accounts receivable or deposits arising in the ordinary course of business. “Invest,” “Investing” and “Invested” have corresponding meanings.

“**IP Pledge**” means a first-priority perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) security interest or mortgage in the ~~following~~ intellectual property: held by the Issuer and the Guarantors, in each case, as provided for in the intellectual property pledges set forth in Schedule II or provided pursuant to Section 4.11(a).

~~(A) [●];~~

~~in each case, as set forth in more detail in the applicable Collateral Documents.~~

“**issue**” means issue, assume, guarantee, incur or otherwise become liable for; *provided, however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be

¹⁵ ~~NTD: Definition of Asset Sale refers to Investments; deleted to avoid circular reference.~~

deemed to be issued by such Subsidiary at the time it becomes a Subsidiary; and the term “issuance” has a corresponding meaning.

“**Issue Date**” means ~~[-]~~December 1, 2021.

“**Issuer**” has the meaning specified in the preamble of this Indenture.

“**legal defeasance option**” has the meaning specified in Section 8.01.

“**Lien**” means any lien, mortgage, pledge, security interest, encumbrance, conditional sale or other title retention agreement or other similar lien; *provided* that in no event shall an operating lease be deemed to constitute a Lien.

“**LifeMiles Agreements**” shall mean all currently existing, future and successor co-branding agreements, partnering agreements, airline-to-airline frequent flyer program agreements or similar agreements related to or entered into in connection with the Loyalty Program.

“**LifeMiles**” shall mean LifeMiles Ltd., an exempted company limited by shares continued into and now existing under the laws of Bermuda.

~~[-]~~“**Liquidity**”¹⁶ means the sum of (i) all unrestricted cash and Cash Equivalents ~~and “short term investments” of~~of the Parent Guarantors, the Company and the Restricted Subsidiaries which is not (x) subject to any Lien or control agreement (excluding statutory liens in favor of any depositary bank where such cash is maintained or any Lien granted to the Collateral Trustee under the Collateral Documents) or (y) held as deposits or security for contractual obligations of the Parent Guarantors, the Company and ~~its~~the Restricted Subsidiaries, (ii) the aggregate principal amount committed and available to be drawn by the Parent Guarantors, the Company and ~~its~~the Restricted Subsidiaries (taking into account all borrowing base limitations or other restrictions and conditions) under all revolving credit facilities of the Parent Guarantors, the Company and ~~its~~the Restricted Subsidiaries and (iii) the scheduled net proceeds (after giving effect to any expected repayment of existing Indebtedness using such proceeds or other uses of such proceeds) of any Capital Markets Offering of the Parent Guarantors, the Company or ~~its~~the Restricted Subsidiaries that has priced but has not yet closed (until the earliest of the closing thereof, the termination thereof without closing~~-or,~~ the date that falls five (5) Business Days after the initial scheduled closing date thereof¹⁷ and the date that falls within fifteen (15) Business Days after the date of the pricing thereof).

“**Loyalty Program**” shall mean any customer loyalty program available to individuals (i.e., natural persons) that grants members in such program Currency based on a member’s purchasing behavior and that entitles a member to accrue and redeem such Currency for a benefit or reward, including flights and/or other goods and services.

¹⁶ ~~NTD: Under ongoing review by the Company.~~

¹⁷ ~~NTD: Proposed language would preclude a T+11 settlement and is covered by prior prong (no bank would not terminate a PA if transaction hasn’t closed 5 BD after contemplated settlement date).~~

{“**Material Adverse Effect**” shall mean a material adverse effect on (a) the consolidated business, operations or financial condition of the ~~Issuer~~**Ultimate Parent** and its Subsidiaries, taken as a whole (other than resulting from or related to (i) any matters publicly disclosed **prior to the Issue Date** and (ii) the COVID-19 pandemic), (b) the validity or enforceability of any of this Indenture or the Collateral Documents or the rights or remedies of the Agents and the Holders hereto, (c) the validity, perfection and priority of the Liens on the Collateral (taken as a whole) in favor of the Collateral Trustee (for its benefit and for the benefit of the other Secured Parties), or (d) the ability of the Issuer and ~~its~~**the** Guarantors, collectively, to fulfill the obligations hereto.}

“**Maturity**” means, when used with respect to any Tranche A-[●] Exit Note, the date on which the outstanding principal of and interest on such Tranche A-[●] Exit Note becomes due and payable as therein or herein provided, whether by declaration of acceleration, call for redemption or otherwise.

“**Minimum Rating**” means a rating of BB or higher by Standard & Poor’s or Fitch or Ba2 or higher by Moody’s.

“**Moody’s**” means Moody’s Investors Service, Inc. and its successors and assigns.

“Non-Guarantor Subsidiary” means any Subsidiary that is not a Guarantor.

“**Offer to Purchase**” has the meaning specified in Section 4.10.

“**Officer**” means the president or chief executive officer, any vice president, the chief financial officer, the legal representative, the treasurer or any assistant treasurer, or the secretary or any assistant secretary, of the applicable Issuer or Guarantor or any other Person duly appointed by the shareholders or the board of directors of the applicable Issuer or Guarantor to perform corporate duties.

“**Officers’ Certificate**” means a certificate signed by any two Officers of the Issuer or applicable Guarantor and delivered to the Trustee; *provided*, that, if any Guarantor has only one Officer, then only such Officer is required to sign any Officers’ Certificate.

“**Opinion of Counsel**” means a written opinion of legal counsel of recognized standing (who may be an employee of or counsel to the Issuer or any Guarantor) and who shall be reasonably acceptable to the Trustee, which opinion is in a form reasonably satisfactory to the Trustee.

“**Outstanding**” means, when used with respect to Tranche A-[●] Exit Notes, as of the date of determination, all Tranche A-[●] Exit Notes theretofore authenticated and delivered under this Indenture, except:

(i) Tranche A-[●] Exit Notes theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Tranche A-[●] Exit Notes for whose payment or redemption money in the necessary amount has been theretofore deposited with any Paying Agent (other than the

Company) in trust or set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent) for the Holders of such Tranche A-[●] Exit Notes; *provided* that if such Tranche A-[●] Exit Notes are to be redeemed pursuant to Section 3.01, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(iii) Tranche A-[●] Exit Notes, except to the extent provided in Sections 8.01 and 8.02, with respect to which the Company has effected legal defeasance and/or covenant defeasance as provided in Article 8; and

(iv) Tranche A-[●] Exit Notes in exchange for or in lieu of which other Tranche A-[●] Exit Notes have been authenticated and delivered pursuant to this Indenture, other than any such Tranche A-[●] Exit Notes in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Tranche A-[●] Exit Notes are held by a bona fide purchaser or protected purchaser in whose hands such Tranche A-[●] Exit Notes are valid obligations of the Company;

provided, however, that in determining whether the Holders of the requisite principal amount of Outstanding Tranche A-[●] Exit Notes have given any request, demand, authorization, direction, consent, notice or waiver hereunder, Tranche A-[●] Exit Notes owned by a Parent Guarantor, the Company or any of ~~its~~their Subsidiaries shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, consent, notice or waiver, only Tranche A-[●] Exit Notes which a Responsible Officer of the Trustee has received written notice at its address specified herein of being so owned shall be so disregarded. Tranche A-[●] Exit Notes so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee, the pledgee's right so to act with respect to such Tranche A-[●] Exit Notes and that the pledgee is not the Company, or any other obligor under the Tranche A-[●] Exit Notes or any of its or such other obligor's Affiliates.

“Parent Entity” means any direct or indirect parent of the Company.

“Parent Guarantor” means Ultimate Parent, AVN Flight Cayman Limited, Avianca Midco 1 Limited and any Subsidiary of Ultimate Parent (that is not a Subsidiary of the Company) that has become a Guarantor pursuant to Section 4.12(b).

“Paying Agent” means the Principal Paying Agent and any other Person authorized by the Company to pay the principal of or interest on any Tranche A-[●] Exit Notes on behalf of the Issuer hereunder.

“Payment Date” means an Interest Payment Date or the date on which payment of principal of the Tranche A-[●] Exit Notes is due.

“Permitted Affiliate Transaction” means any or all of the following:

(i) ~~{~~An Affiliate Transaction that constitutes a Strategic Investment or Asset Acquisition, provided that the consideration therefor is paid in the form of Equity Consideration; and

(ii) An Affiliate Transaction that constitutes a Strategic Investment or Asset Acquisition as permitted under, and made pursuant to, clause (xix) of the definition of Permitted Investments and that has been duly approved in accordance with the Ultimate Parent's or the Company's organizational documents and shareholders' agreement, provided that any consideration in respect of such Permitted Affiliate Transaction shall not exceed the Affiliate Cash Consideration Cap unless such excess shall be payable solely in the form of Equity Consideration.~~}~~

“Permitted Holders” means any or all of the following:

(i) United, South Lake One LLC, Kingsland International Group, S.A., Elliott Associates, L.P. and Elliott International, L.P.; and

~~(i) ~~{~~~~¹⁸;

(ii) any Affiliate of any one or more of the Persons described in (i).

“Permitted Investments”¹⁹ ~~{~~means:

(i) Investments by a Parent Guarantor, the Company or any Restricted Subsidiary in any Person that is, or that result in any Person becoming, immediately after such Investment, a Restricted Subsidiary or constituting a merger or consolidation of such Person into a Parent Guarantor, the Company or with or into a Restricted Subsidiary;

(ii) Investments by a Parent Guarantor or any Restricted Subsidiary in the Company ~~and by the Company in any Restricted Subsidiary;~~

(iii) Investments in cash and Cash Equivalents;

(iv) Investments in existence on the Issue Date;

(v) any extension, modification or renewal of any Investments existing as of the Issue Date (but not Investments involving additional advances, contributions or other investments of cash or property or other increases thereof, other than as a result of the accrual or accretion of interest or original issue discount or payment-in-kind pursuant to the terms of such Investment as of the Issue Date);

(vi) Investments received as a result of the bankruptcy or reorganization of any Person or taken in settlement of or other resolution of claims or disputes, and, in each case, extensions, modifications and renewals thereof;

¹⁸ ~~NTD: Pro forma equity table to be provided.~~

¹⁹ ~~NTD: Under ongoing review.~~

(vii) Investments made by a Parent Guarantor, the Company or ~~its~~the Restricted Subsidiaries as a result of non-cash consideration received in connection with an Asset Sale;

(viii) Investments in the form of Hedging Obligations;

(ix) receivables owing to a Parent Guarantor, the Company or any Restricted Subsidiary created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; *provided* that such trade terms may include such concessionary trade terms as such Parent Guarantor, the Company or any such Restricted Subsidiary deems reasonable under the circumstances and that are consistent with industry practice;

(x) [Reserved];

(xi) any Investment acquired solely in exchange for Qualified Capital Stock of the ~~Company~~Ultimate Parent;

(xii) [Reserved]

(xiii) payroll, travel, moving and other loans or advances to, or guarantees issued to support the obligations of, officers and employees, in each case in the ordinary course of business;

(xiv) extensions of credit and prepayment of expenses to customers, suppliers, utility providers, licensees, franchisees and other trade creditors in the ordinary course of business consistent with past practice;

(xv) any Investment in any Restricted Subsidiary or any joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business consistent with past practice;

(xvi) Investments in the nature of deposits with respect to leases provided to third parties in the ordinary course of business;

(xvii) Investments in negotiable instruments received in the ordinary course and held for collection;

(xviii) Strategic Investments and Asset Acquisitions by a Parent Guarantor, the Company or any of ~~its~~the Restricted Subsidiaries, to the extent the consideration therefor consists of Equity Consideration; and

(xix) Strategic Investments and Asset Acquisitions by a Parent Guarantor, the Company or any of ~~its~~the Restricted Subsidiaries in an aggregate amount ~~at the time of such Investment~~ not to exceed U.S.\$175,000,000 outstanding at any one time (with the Fair Market Value of each such Investment being measured at the time made and without giving effect to

subsequent changes in value), to the extent the consideration therefor is payable in cash or Cash Equivalents.}

“Permitted Liens”²⁰ means {any of the following Liens:

(i) Liens existing on the Issue Date and any extension, renewal or replacement thereof (provided, for the avoidance of doubt, that upon the issue of the Exit Notes, any Liens securing such Exit Notes on the Issue Date shall be deemed incurred pursuant to clause (xx) and not under this clause (i));

(ii) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, suppliers, materialmen, repairmen and other Liens imposed by law incurred in the ordinary course of business for sums not yet delinquent or being contested in good faith, if such reserve or other appropriate provision, if any, as shall be required by IFRS shall have been made in respect thereof;

(iii) (a) licenses, sublicenses, leases or subleases granted by the Parent Guarantors, the Company or any of ~~its~~the Restricted Subsidiaries to other Persons not materially interfering with the conduct of the business of the Parent Guarantors, the Company or any of ~~its~~the Restricted Subsidiaries and (b) any interest or title of a lessor, sublessor or licensor under any lease or license agreement permitted by the Indenture to which the Parent Guarantors, the Company or any Restricted Subsidiary is a party;

(iv) Liens incurred or deposits made in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other types of social security, including any Lien securing letters of credit issued in the ordinary course of business consistent with past practice in connection therewith, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, customs duties, bids, leases, government performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(v) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person’s obligations in respect of bankers’ acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(vi) Liens on patents, trademarks, service marks, trade names, copyrights, technology, know-how and processes to the extent such Liens arise from the granting of license to use such patents, trademarks, service marks, trade names, copyrights, technology, know-how and processes to any Person in the ordinary course of business of the Parent Guarantors, the Company or any of ~~its~~the Restricted Subsidiaries;

(vii) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to such letters of credit and products and proceeds thereof;

²⁰ ~~NTD: Under ongoing review.~~

(viii) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual, or warranty requirements of the Parent Guarantors, the Company or a Restricted Subsidiary, including rights of offset and set-off;

(ix) Liens for taxes, assessments or other governmental charges not yet subject to penalties for non-payment or which are being contested in good faith by appropriate proceedings, provided that appropriate reserves required pursuant to IFRS have been made in respect thereof;

(x) encumbrances, ground leases, easements or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or liens incidental to the conduct of the business of such Person or to the ownership of its properties which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(xi) deposits in the ordinary course of business securing liability for reimbursement obligations of insurance carriers providing insurance to the Parent Guarantors, the Company or ~~its~~the Restricted Subsidiaries and any Liens thereon;

(xii) judgment Liens not giving rise to an Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceeding may be initiated has not expired;

(xiii) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depository institution;

(xiv) Liens securing Hedging Obligations;

(xv) Liens to secure any Permitted Refinancing Indebtedness incurred in accordance with Section 4.08 if the applicable Refinanced Indebtedness has been secured by a Lien permitted under the covenant described under Section 4.21 and was not incurred pursuant to clause (xx); *provided* that such new Liens:

(A) are no less favorable to the Holders of Notes and are not more favorable to the lienholders with respect to such Liens than the Liens in respect of the Indebtedness being Refinanced; and

(B) do not extend to any property or assets other than the property or assets securing the applicable Refinanced Indebtedness;

(xvi) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to a Parent Guarantor, the Company or ~~another~~any Restricted Subsidiary;

provided that any such Liens that constitute an Investment shall be permitted pursuant to Section 4.19;

(xvii) Liens securing Acquired Indebtedness incurred in accordance with Section 4.08 not incurred in connection with, or in anticipation or contemplation of, the relevant acquisition, merger or consolidation; *provided* that

(A) such Liens secured such Acquired Indebtedness at the time of and prior to the incurrence of such Acquired Indebtedness by a Parent Guarantor, the Company or a Restricted Subsidiary and were not granted in connection with, or in anticipation of the incurrence of such Acquired Indebtedness by a Parent Guarantor, the Company or a Restricted Subsidiary; and

(B) such Liens do not extend to or cover any property of a Parent Guarantor, the Company or any Restricted Subsidiary other than the property that secured the Acquired Indebtedness prior to the time such Indebtedness became Acquired Indebtedness of a Parent Guarantor, the Company or a Restricted Subsidiary and are no more favorable to the lienholders than the Liens securing the Acquired Indebtedness prior to the incurrence of such Acquired Indebtedness by a Parent Guarantor, the Company or a Restricted Subsidiary;

(xviii) purchase money Liens securing Purchase Money Indebtedness or Finance Lease Obligations incurred to finance the acquisition or leasing of property of a Parent Guarantor, the Company or a Restricted Subsidiary; *provided* that:

(A) ~~the~~ related Purchase Money Indebtedness does not exceed the cost of such property and will not be secured by any property of any Parent Guarantor, the Company or any Restricted Subsidiary other than the property so acquired~~;~~; and

(B) the Lien securing such Indebtedness will be created within 180 days of such acquisition;

(xix) Liens in respect of Loyalty Program assets (including those constituting Collateral) securing Indebtedness incurred pursuant to Section 4.08(b)(13); *provided* that (a) the property subject to such Liens shall ~~only be created in respect of any Capital Stock of LifeMiles to the extent such Liens~~ be of the same type as the property securing the Indebtedness of LifeMiles as in effect on the Issue Date, (b) the terms of such Liens shall be substantially the same or no more favorable to the holders thereof than the terms of such Liens securing the Indebtedness of LifeMiles as in effect on the Issue Date or required to be granted thereafter pursuant to Section 4.13, and (c) such Liens shall not impair the Liens of the Collateral Trustee on the terms as in effect on the Issue Date or required to be granted thereafter pursuant to Section 4.13;

(xx) Liens on the Collateral ranking equally and ratably with the Tranche A-[●] Exit Notes and the Tranche A-[●] Exit Notes securing Permitted Refinancing Indebtedness with respect to the Exit Notes (including in the form of Additional Tranche A-[●] Exit Notes) or other Indebtedness satisfying the requirements in the definition of Permitted Refinancing Indebtedness after any voluntary refunding, replacement, redemption, repurchase, defeasance,

acquisition, repayment, prepayment, retirement or extinguishment of any Exit Notes, assuming such Indebtedness was incurred at the time of such refunding, replacement, redemption, repurchase, defeasance, acquisition, repayment, prepayment, retirement or extinguishment, in an amount outstanding at any one time not to exceed \$~~[]~~²¹-1,695,807,454 (or the equivalent in other currencies), less (a) the amount of any mandatory refunding, replacement, redemption, repurchase, defeasance, acquisition, repayment, prepayment, retirement or extinguishment of any Exit Notes or ~~other~~ Indebtedness under Additional Secured Debt Facilities and less (b) the amount of any Indebtedness secured by Liens ~~on the Collateral ranking equally and ratably with the Tranche A [•] Exit Notes and the Tranche A [•] Exit Notes~~ pursuant to clause (xxiii)(b) below;

(xxi) Liens securing the RCF Loan Agreement, the Engine Loan Facility, the USAVflow Facility, the Banco de Bogota Credit Card Receivables Facility and any successor facilities thereto secured by Collateral consisting of spare parts, engines, credit card receivables and any other assets of the type securing or required to secure the RCF Loan Agreement, the Engine Loan Facility, the USAVflow Facility and the Banco de Bogota Credit Card Receivables Facility on the Issue Date, securing an amount of Indebtedness outstanding at any one time (together with any Sale and Leaseback Transaction) not to exceed U.S.\$485,000,000 (or the equivalent in other currencies);

(xxii) Liens in respect of non-aircraft lease liabilities, real property, information technology and any other non-aircraft assets of the type securing Indebtedness incurred under Sections 4.08(b)(1) through (12) on the Issue Date (other than in connection with any capital expenditures incurred for purposes of aircraft reconfiguration or any Aircraft Indebtedness) in an amount outstanding at any one time (together with any Sale and Leaseback Transaction) not to exceed U.S.\$90,000,000 (or the equivalent in other currencies);

(xxiii) Liens ranking junior to the Liens under the Collateral Trust Agreement securing Qualified Junior Indebtedness in an amount of Qualified Junior Indebtedness outstanding at any one time (together with any Sale and Leaseback Transaction) not to exceed the sum of (a) U.S.\$125,000,000 (or the equivalent in other currencies) and (b) an amount equal to (i) any amounts repaid or redeemed in respect of the Exit Notes or ~~Future Pari Passu Secured~~ Indebtedness under Additional Secured Debt Facilities after the Issue Date (other than from in connection with any mandatory refunding, replacement, redemption, repurchase, defeasance, acquisition, repayment, prepayment, retirement or extinguishment) less (ii) the amount of any Indebtedness incurred after the Issue Date secured by Liens pursuant to clause (xx) above;

(xxiv) Liens on aircraft, spare parts and engines securing Aircraft Indebtedness constituting Permitted Indebtedness; and

(xxv) Liens on Capital Stock of any Unrestricted Subsidiary securing any obligations of such Unrestricted Subsidiary (but not any obligations of a Parent Guarantor, the Issuer or any Restricted Subsidiary).}

~~²¹ To be an amount equal to the greater of (a) U.S.\$1,650,000,000 and (b) the aggregate principal amount outstanding of the Exit Notes as of the Issue Date.~~

“Permitted LifeMiles Refinancing Indebtedness” means any Permitted Refinancing Indebtedness with respect to any Indebtedness of LifeMiles; *provided* (a) ~~that~~ if provided by any Permitted Holder, any Affiliate of any Permitted Holder or any other Affiliate of the Ultimate Parent, the terms of ~~any~~ such Permitted Refinancing Indebtedness shall, in any event, be no more favorable to the lenders or providers thereof than the terms of the Indebtedness of LifeMiles as in effect on the Issue Date, (b) such Indebtedness shall not be secured by Liens on any property other than property of the type that secures the Indebtedness of LifeMiles as in effect on the Issue Date or required to be granted thereafter pursuant to Section 4.13 and (c) at the time of incurrence thereof, the Collateral Trustee shall have a perfected Lien on the property relating to LifeMiles and its Loyalty Programs that is no less favorable than its Lien in existence or required to be in existence on the Issue Date or required to be granted thereafter pursuant to Section 4.13²².

‡“Permitted Refinancing Indebtedness” means with respect to any Indebtedness (the “Refinanced Indebtedness”), the incurrence of any Indebtedness in exchange for or as a replacement of, or the net proceeds of which are to be used for the purpose of any refinancing, refunding, replacing, redeeming, repurchasing, defeasing, acquiring, repaying, prepaying, retiring or extinguishing such Indebtedness (collectively, to “Refinance” or a “Refinancing” or “Refinanced”); *provided* that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Refinanced Indebtedness except by an amount equal to unpaid accrued interest thereon plus defeasance costs, other amounts paid, and fees, commissions and expenses (including upfront fees or similar fees, original issue discount or initial yield payments) incurred, in connection with such Refinancing, (b) the Indebtedness resulting from such Refinancing has a final maturity date equal to or later than the earlier of the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being Refinanced, (c) if the Refinanced Indebtedness is subordinated in right of payment to the Tranche A-[-●] Exit Notes, Indebtedness resulting from such Refinancing is subordinated in right of payment to the Tranche A-[-●] Exit Notes on terms at least as favorable to the Lenders as those contained in the documentation governing the Refinanced Indebtedness, (ed) the Indebtedness resulting from such Refinancing shall not provide for ~~ana~~ mandatory prepayment, sinking funds or similar terms that are more onerous to the applicable Parent Guarantor, the Issuer or applicable Restricted Subsidiary than the terms of the Refinanced Indebtedness, and (de) neither a Parent Guarantor, the Issuer nor any other Restricted Subsidiary that was not an obligor with respect to the Refinanced Indebtedness shall be an obligor under such Refinancing. ~~For the avoidance of doubt, it is~~ It is further understood and agreed that a Permitted Refinancing Indebtedness includes (a) successive incurrence of Permitted Refinancing Indebtedness of the same initial Indebtedness.‡ and (b) any refinancing of any aircraft, engines or spare parts lease or debt obligations of a Parent Guarantor, the Company or any of the Restricted Subsidiaries.

“Person” means any natural person, corporation, division of a corporation, partnership, limited liability company, trust, joint venture, association, company, estate, unincorporated

²² ~~NTD: Note that DIP Liens only extend to LifeMiles Capital Stock.~~

organization, Airport Authority or Governmental Authority or any agency or political subdivision thereof.

“**Plan of Reorganization**” means the Plan of Reorganization of Avianca Holdings S.A. and certain of its affiliates, filed on ~~[-●]~~August 11, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with its terms).

“**Preferred Stock**” means, with respect to any Person, any and all preferred or preference stock or other similar Capital Stock (however designated) of such Person whether outstanding or issued after the date of this Indenture.

“**principal**” of a Tranche A-[-●] Exit Note means the principal amount of such Tranche A-[-●] Exit Note.

“**Principal Paying Agent**” means Wilmington Savings Fund Society, FSB, until a successor Principal Paying Agent shall have become such pursuant to the applicable provisions of this Indenture, and, thereafter, “Principal Paying Agent” shall mean such successor Principal Paying Agent.

“**Proceeding**” has the meaning specified in Section 11.09.

“**Process Agent**” has the meaning specified in Section 11.09.

“**Purchase Money Indebtedness**” means ~~[-]~~Indebtedness incurred for the purpose of financing all or any part of the purchase price, or other cost of construction or improvement of any property; *provided* that the aggregate principal amount of such Indebtedness does not exceed such purchase price or cost, including any refinancing of such Indebtedness that does not increase the aggregate principal amount (or accreted amount, if less) thereof as of the date of the refinancing.~~[-]~~

“**Qualified Capital Stock**” means any Capital Stock that is not Disqualified Capital Stock and any warrants, rights or options to purchase or acquire Capital Stock that is not Disqualified Capital Stock that are not convertible into or exchangeable into Disqualified Capital Stock.

“**Qualified Junior Indebtedness**” means ~~[-]~~any Indebtedness that (i) ranks junior in right of payment to the Exit Notes, (ii) has a Stated Maturity no earlier than 91 days after the Stated Maturity of the Exit Notes and ~~(iii) is~~shall have a Weighted Average Life to Maturity no earlier than the Exit Notes and (iii) may be subject to a ‘silent’ junior Lien on the Collateral in accordance with the terms of an intercreditor agreement governing such Lien²³~~[-]~~, which intercreditor agreement shall be in form and substance acceptable to the Required Holders; provided that any intercreditor agreement in a form that has been agreed upon by the Issuer and the Required Holders pursuant to Section 4.13 shall satisfy such requirement.

²³ ~~NTD: Global comment — not customary to request consent of Required Holders for these purposes given nature of bond vs. loan.~~

“**Rating Agency**” means Standard & Poor’s, Moody’s or Fitch; or if Standard & Poor’s, Moody’s or Fitch are not making rating of the Tranche A-[●] Exit Notes publicly available, an internationally recognized U.S. rating agency or agencies, as the case may be, selected by the Company, which will be substituted for Standard & Poor’s, Moody’s or Fitch, as the case may be.

“**Rating Decline**” means that at any time within 90 days (which period shall be extended so long as the rating of the Tranche A-[●] Exit Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies) after the date of public notice of a Change of Control, or of the **Ultimate Parent’s, the** Company’s or that of any Person’s intention to effect a Change of Control, the then-applicable rating of the Tranche A-[●] Exit Notes is decreased by any of the Rating Agencies.

“**RCF Loan Agreement**” shall mean that certain credit and guaranty agreement dated as of August 31, 2018, by and among Aerovías del Continente Americano S.A. Avianca, as borrower, Avianca Holdings S.A., as guarantor, Citibank, N.A., as administrative agent and collateral agent, Tampa Cargo S.A.S., as additional guarantor, and the lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time).

“**Record Date**” means, when used with respect to the interest on the Tranche A-[●] Exit Notes payable on any Interest Payment Date, the fifth calendar day (whether or not a Business Day) immediately preceding such Interest Payment Date.

“**Redemption Date**” means, when used with respect to any Tranche A-[●] Exit Note to be redeemed pursuant to Section 3.01, the date fixed for such redemption by or pursuant to this Indenture.

“**Redemption Price**” means, when used with respect to any Tranche A-[●] Exit Notes to be redeemed pursuant to Section 3.01, the price at which it is to be redeemed pursuant to this Indenture.

“**Refinance**”, “**Refinancing**”, “**Refinanced**” and “**Refinanced Indebtedness**” shall have the meanings specified in the definition of “Permitted Refinancing Indebtedness”.

“**Registrar**” means Wilmington Savings Fund Society, FSB, until a successor Registrar shall have become such pursuant to the applicable provisions of this Indenture, and, thereafter, “Registrar” shall mean such successor Registrar.

“**Regulation S**” means Regulation S under the Securities Act, as in effect from time to time.

“**Regulation S Global Note**” means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as appropriate.

“**Regulation S Permanent Global Note**” means a permanent Global Note in the form of Exhibit A hereto bearing the Global Note Legend and the Securities Act Legend and deposited with or on behalf of and registered in the name of the Depository or its nominee, issued in a

denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note upon expiration of the Restricted Period.

“**Regulation S Temporary Global Note**” means a temporary Global Note in the form of Exhibit A hereto bearing the Global Note Legend, the Securities Act Legend and the Regulation S Temporary Global Note Legend deposited with or on behalf of and registered in the name of the Depository or its nominee, issued in a denomination equal to the outstanding principal amount of the Tranche A-[●] Exit Notes initially sold in reliance on Rule 903.

“**Regulation S Temporary Global Note Legend**” means the following legend, printed in capital letters:

“THE RIGHTS ATTACHING TO THIS REGULATION S TEMPORARY GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR DEFINITIVE NOTES, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN).

PRIOR TO EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S (“REGULATION S”) UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”)), THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES (AS DEFINED IN REGULATION S) OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S), UNLESS SUCH TRANSACTION IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT.”

“**Relevant Date**” means, with respect to any payment on a Tranche A-[●] Exit Note, whichever is the later of: (i) the date on which such payment first becomes due; and (ii) if the full amount payable has not been received by the Trustee on or prior to such due date, the date on which notice is given to the Holders that the full amount has been received by the Trustee.

“**Required Holders**” means, at any time, [Holders of not less than a majority in principal amount of the Tranche A-[●] Exit Notes Outstanding at such time.]

“**Responsible Officer**” means any officer of the Trustee or the Collateral Trustee or any other Agent in Corporate Trust Administration with direct responsibility for the administration of this Indenture and also, with respect to a particular matter, any other officer, to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

“**Restricted Global Note**” means one or more permanent Global Notes in definitive fully registered form without interest coupons sold to “qualified institutional buyers” (as such term is defined in Rule 144A) pursuant to Rule 144A.²⁴

²⁴ ~~NTD: Conversion of IAI notes to 144A notes to be discussed.~~

“**Restricted Period**” means the relevant 40-day distribution compliance period as defined in Regulation S.

“**Restricted Subsidiary**” means, at any time, any direct or indirect Subsidiary of the ~~Company~~ Ultimate Parent that is not then an Unrestricted Subsidiary; *provided, however*, that upon the occurrence of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be included in the definition of “Restricted Subsidiary” if it is a Subsidiary thereafter.

“**Rule 144A**” means Rule 144A under the Securities Act, as in effect from time to time.

“**SAI Disposition**” means the sale of Capital Stock of Servicios Aeroportuarios Integrados SAI S.A.S. in any transaction or series of related transactions.

“**Sale and Leaseback Transaction**” means any direct or indirect arrangement with any Person or to which any such Person is a party providing for the leasing to a Parent Guarantor, the Company or a Restricted Subsidiary of any property, whether owned by a Parent Guarantor, the Company or any Restricted Subsidiary at the Issue Date or later acquired, which has been or is to be sold or transferred by a Parent Guarantor, the Company or such Restricted Subsidiary to such Person or to any other Person by whom funds have been or are to be advanced on the security of such Property; provided, for the avoidance of doubt, that any refinancing of any existing Indebtedness via a sale and leaseback transaction shall not be deemed to constitute a Sale and Leaseback Transaction, but shall continue to be subject to any limitations otherwise applicable to such Indebtedness.

“**SEC**” means the U.S. Securities and Exchange Commission.

“Secured Parties” has the meaning specified in the Collateral Trust Agreement.

“**Securities Act**” means the U.S. Securities Act of 1933, as amended.

“**Securities Act Legend**” means the following legend, printed in capital letters:

“THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS [IN THE CASE OF RULE 144A NOTES: ONE YEAR] [IN THE CASE OF REGULATION S NOTES: 40 DAYS] AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS

THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) [IN THE CASE OF RULE 144A NOTES: AND ON WHICH THE ISSUER INSTRUCTS THE TRUSTEE THAT THIS LEGEND SHALL BE DEEMED REMOVED FROM THE TRANCHE A-[-●] EXIT NOTES, IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE INDENTURE RELATING TO THIS SECURITY], ONLY (A) TO THE ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF U.S.\$250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER’S AND THE TRUSTEE’S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. [IN THE CASE OF REGULATION S NOTES: BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.]”

“**Seller’s Cost**” means, with respect to any assets or equity which are the subject of a transaction with [a Parent Guarantor](#), the Issuer or any Restricted Subsidiary and were acquired by the seller no more than 18 months prior to the transaction with [such Parent Guarantor](#), the Issuer or Restricted Subsidiary, the seller’s cost basis, including investment or acquisition consideration paid in the form of cash, stock or other assets, attorneys’ fees, investment banker fees, and broker fees, plus a rate of return equal to 14.5% on the seller’s costs basis from the date of the seller’s original investment or acquisition.

~~“[SGX-ST]²⁵” has the meaning specified in Section 2.03(b).~~

“**Significant Subsidiary**” means ~~any~~ Restricted Subsidiary of the ~~Company~~ Ultimate Parent, which at the time of determination (a) had assets which, as of the date of the ~~Company’s~~ Ultimate Parent’s most recent quarterly consolidated balance sheet, constituted at least 10% of the ~~Company’s~~ Ultimate Parent’s total assets on a consolidated basis as of such date, or (b) had revenues for the 12- month period ending on the date of the ~~Company’s~~ Ultimate Parent’s most recent quarterly consolidated statement of income which constituted at least 10% of the ~~Company’s~~ Ultimate Parent’s total revenues on a consolidated basis for such period or (c) owns, directly or indirectly, Capital Stock of any other Significant Subsidiary; ~~provided, that, in any event, LifeMiles shall not be deemed to be a Significant Subsidiary.~~

“**Standard & Poor’s**” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

“**Stated Maturity**” means, with respect to any security, the date specified in such security as the fixed date on which the principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the Holder thereof upon the happening of any contingency unless such contingency has occurred).

“**Strategic Investment**” means ~~an~~ Investment in any Person (other than an Unrestricted Subsidiary) whose primary business is reasonably related, ancillary or complementary to the business of the type in which the Parent Guarantors, the Issuer and ~~its~~ the Restricted Subsidiaries are engaged in as of the Issue Date, and such Investment is reasonably and in good faith determined by an Officer of the Issuer to promote or significantly benefit the operational businesses of the Parent Guarantors, the Issuer and ~~its~~ the Restricted Subsidiaries on the date of such Investment, as evidenced by an Officers’ Certificate delivered to the Trustee}.

“**Subordinated Indebtedness**” means, with respect to the Parent Guarantors, the Company or any Restricted Subsidiary, (i) any Qualified Junior Indebtedness and (ii) any Indebtedness of the Parent Guarantors, the Company or such Restricted Subsidiary, as the case may be, which is expressly subordinated in right of payment to the Tranche A-[●] Exit Notes or the relevant Tranche A-[●] Exit Notes Guarantee and the Tranche A-[●] Exit Notes, as the case may be.

“**Subsidiary**” means, in respect of any specified Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person. Unless specified otherwise, any reference to a “Subsidiary” shall be deemed to be a reference to a Subsidiary of the ~~Issuer~~ Ultimate Parent.

“**Taxing Jurisdiction**” has the meaning specified in Section 4.05.

²⁵ ~~NTD: Listing jurisdiction TBC.~~

“TISE” means The International Stock Exchange Authority Limited and its successors and assigns.

“Tranche A-[●] Exit Note Guarantee” means the guarantee of the Tranche A-[●] Exit Notes by a Guarantor pursuant to this Indenture.

“Tranche A-[●] Exit Notes” has the meaning specified in the preamble of this Indenture and shall be in the form of Tranche A-[●] Exit Note set forth in Exhibit A.

“Transfer Agent” means Wilmington Savings Fund Society, FSB and any other Person authorized by the Company to effectuate the exchange or transfer of any Tranche A-[●] Exit Note on behalf of the Company hereunder.

“Treasury Rate” means, as of the applicable Redemption Date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 that has become publicly available at least two (2) Business Days prior to such redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data) most nearly equal to the period from such redemption date to ~~[-●-]~~December 1, 202[3]²⁶¹ provided, however, that if the period from such redemption date to ~~[-●-]~~December 1, 202[3]²⁷² is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. The Treasury Rate will be determined by the Company or its agent.

“Trust Mandate” means ~~[-●-]~~(i) the Collateral Trust Agreement and (ii) any other agreement, as may be amended from time to time, among the Issuer, the Trustee, and a collateral agent, to appoint such party as a Collateral Trustee.

“Trustee” means Wilmington Savings Fund Society, FSB, as trustee, until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture and, thereafter, “Trustee” shall mean such successor Trustee.

“U.S. Dollars” and “U.S.\$” each mean the currency of the United States.

“U.S. Government Obligations” means direct obligations (or certificates representing an ownership interest in such obligations) of the United States (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States is pledged and which are not callable at the issuer’s option.

“Ultimate Parent” has the meaning specified in the preamble of this Indenture.

“United” means United Airlines, Inc.

²⁶~~NTD:~~¹ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

²⁷~~NTD:~~² Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

“United States” and “U.S.” means the United States of America (including the States and the District of Columbia) and its territories, its possessions and other areas subject to its jurisdiction.

“Unrestricted Subsidiary” means any Subsidiary (1) of the ~~Company~~ Issuer that at the time of determination is an Unrestricted Subsidiary (as designated by the board of directors of the ~~Company~~ Parent Guarantor, as provided in Section 4.20) and (2) of an Unrestricted Subsidiary. The ~~Company~~ Ultimate Parent may designate any Subsidiary of the ~~Company~~ Issuer (including any existing Subsidiary of the Issuer and any newly acquired or newly formed Subsidiary of the Issuer) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Capital Stock or Indebtedness of, or owns or holds any Lien on any property of, ~~the Company~~ Parent Guarantor or any Subsidiary of ~~the Company~~ Parent Guarantor (other than any Subsidiary of the Subsidiary to be so designated); *provided* that (a) any Unrestricted Subsidiary must be a Person of which shares of the Capital Stock (including partnership interests) entitled to cast at least a majority of the votes that may be cast by all Capital Stock having ordinary voting power for the election of directors or other governing body are owned, directly or indirectly, by the ~~Company~~ Issuer; (b) either (I) the Subsidiary to be so designated has total assets of \$1,000 or less or (II) if such Subsidiary has assets greater than \$1,000, such designation would be permitted under Section 4.20; and (c) each of (I) the Subsidiary to be so designated and (II) its Subsidiaries has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender with respect to such Indebtedness has recourse to any of the assets of a Parent Guarantor, the ~~Company~~ Issuer or any Restricted Subsidiary; *provided, further,* that as of the Issue Date the only Unrestricted Subsidiary shall be Avianca Enterprises LLC²⁸}, (b) if LifeMiles and any other Subsidiary that operates a Loyalty Program is designated as an Unrestricted Subsidiary, LifeMiles or such other Subsidiary shall nonetheless be considered to be a “Restricted Subsidiary” for purposes of Section 4.08 and 4.21 and Section 4.24 shall apply to LifeMiles or such other Subsidiary notwithstanding such designation as an Unrestricted Subsidiary.

“USAVflow Facility” means that certain Loan Agreement, dated as of December 12, 2017, by and among USAVflow Limited, as borrower, certain Subsidiaries of the Company, as guarantors, the lenders party thereto, and Citibank N.A., as administrative agent and collateral agent (as may be amended or supplemented from time to time).

“V2.0 Plan” means the Issuer’s business plan as approved by certain lenders of the Issuer and its Subsidiaries prior to the Issue Date.

“Voting Stock” means, with respect to any Person, Capital Stock of any class or kind ordinarily having the power to vote for the election of directors, managers or other voting members of the governing body of such Person.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in

²⁸ ~~NTD: Corresponds to captive cell insurance Subsidiary.~~

respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

Section 1.02 *Rules of Construction.*

(a) For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;

(2) the words “herein,” “hereof and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision;

(3) “or” is not exclusive; and

(4) “including” means including, without limitation;

(5) any reference to an “Article,” a “Section” or an “Exhibit” refers to an Article, a Section or an Exhibit, as the case may be, of this Indenture.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with IFRS.

Section 1.03 *Table of Contents; Headings.* The table of contents and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 1.04 *Form of Documents Delivered to Trustee.* In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate of an Officer of the Company may be based, insofar as it relates to legal matters, upon an opinion of, or representations by, counsel, unless such Officer knows, or in the exercise of reasonable care should know, that the opinion or representations with respect to the matters upon which his or her certificate or opinion is based are erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate of, or representations by, an Officer or Officers of the Company stating that the information with respect to such factual matters is in the possession of the Company, unless such counsel knows,

or in the exercise of reasonable care should know, that the certificate or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Section 1.05 *Acts of Holders.*

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee and, where it is hereby expressly required, to the Issuer and the Guarantors. Proof of execution of any such instrument or of a writing appointing any such agent, or the holding by any Person of a Tranche A-[●] Exit Note, shall be sufficient for any purpose of this Indenture and (subject to Section 7.01) conclusive in favor of the Trustee, the Company and the Guarantors, if made in the manner provided in this Section 1.05.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved (1) by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof or (2) in any other manner deemed reasonably sufficient by the Trustee. Where such execution is by or on behalf of any legal entity other than an individual, such certificate or affidavit shall also constitute proof of the authority of the Person executing the same. The authority of the Person executing the same may also be proved in any other manner deemed reasonably sufficient by the Trustee.

(c) The ownership of Tranche A-[●] Exit Notes shall be proved by the register of the Registrar.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Tranche A-[●] Exit Note shall bind every future Holder of the same Tranche A-[●] Exit Note and the Holder of every Tranche A-[●] Exit Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of any action taken, suffered or omitted by the Trustee, the Issuer or the Guarantors in reliance thereon, whether or not notation of such action is made upon such Tranche A-[●] Exit Note.

(e) The Company may set a record date for purposes of determining the identity of Holders entitled to make, give or take any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, or to vote on any action authorized or permitted to be taken by Holders; *provided* that the Company may not set a record date for, and the provisions of this paragraph shall not apply with respect to, the giving or making of any notice, declaration, request or direction referred to in clause (f) below. Unless otherwise specified, if not set by the Company prior to the first solicitation of a Holder made by

any Person in respect of any such action, or in the case of any such vote, prior to such vote, any such record date shall be the later of 30 days prior to the first solicitation of such consent or vote or the date of the most recent list of Holders furnished to the Trustee prior to such solicitation or vote. If any record date is set pursuant to this clause (e), the Holders on such record date, and only such Holders, shall be entitled to make, give or take such request, demand, authorization, direction, notice, consent, waiver or other action (including revocation of any action), whether or not such Holders remain Holders after such record date; *provided* that no such action shall be effective hereunder unless made, given or taken on or prior to the applicable Expiration Date by Holders of the requisite principal amount of Tranche A-[●] Exit Notes, or each affected Holder, as applicable, on such record date. Promptly after any record date is set pursuant to this paragraph, the Company, at its own expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Trustee in writing and to each Holder in the manner set forth in Section 11.02.

(f) The Trustee may set any day as a record date for the purpose of determining the Holders entitled to join in the giving or making of (1) any notice of default under Section 6.01, (2) any declaration of acceleration referred to in Section 6.02 or (3) any direction pursuant to Section 6.07, Section 6.12 or Section 6.13. If any record date is set pursuant to this clause (f), the Holders on such record date, and no other Holders, shall be entitled to join in such notice, declaration, request or direction, whether or not such Holders remain Holders after such record date; *provided* that no such action shall be effective hereunder unless made, given or taken on or prior to the applicable Expiration Date by Holders of the requisite principal amount of Tranche A-[●] Exit Notes or each affected Holder, as applicable, on such record date. Promptly after any record date is set pursuant to this paragraph, the Trustee, at the Company's expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Company and to each Holder in the manner set forth in Section 11.02.

(g) Without limiting the foregoing, a Holder entitled to take any action hereunder with regard to any particular Tranche A-[●] Exit Note may do so with regard to all or any part of the principal amount of such Tranche A-[●] Exit Note or by one or more duly appointed agents, each of which may do so pursuant to such appointment with regard to all or any part of such principal amount. Any notice given or action taken by a Holder or its agents with regard to different parts of such principal amount pursuant to this paragraph shall have the same effect as if given or taken by separate Holders of each such different part.

(h) Without limiting the generality of the foregoing, a Holder, including a Depositary that is the Holder of a Global Note, may make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders, and a Depositary that is the Holder of a Global Note may provide its proxy or proxies to the beneficial owners of interests in any such Global Note through such Depositary's standing instructions and customary practices.

(i) The Company may fix a record date for the purpose of determining the Persons who are beneficial owners of interests in any Global Note held by a Depositary entitled under the procedures of such Depositary, if any, to make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or

other action provided in this Indenture to be made, given or taken by Holders; *provided* that if such a record date is fixed, only the beneficial owners of interests in such Global Note on such record date or their duly appointed proxy or proxies shall be entitled to make, give or take such request, demand, authorization, direction, notice, consent, waiver or other action, whether or not such beneficial owners remain beneficial owners of interests in such Global Note after such record date. No such request, demand, authorization, direction, notice, consent, waiver or other action shall be effective hereunder unless made, given or taken on or prior to the applicable Expiration Date.

(j) With respect to any record date set pursuant to this Section 1.05, the party hereto that sets such record date may designate any day as the “**Expiration Date**” and from time to time may change the Expiration Date to any earlier or later day; *provided* that no such change shall be effective unless notice of the proposed new Expiration Date is given to the other party hereto in writing, and to each Holder of Tranche A-[●] Exit Notes in the manner set forth in Section 11.02, on or prior to both the existing and the new Expiration Date. If an Expiration Date is not designated with respect to any record date set pursuant to this Section 1.05, the party hereto which set such record date shall be deemed to have initially designated the 90th day after such record date as the Expiration Date with respect thereto, subject to its right to change the Expiration Date as provided in this clause (j).

ARTICLE 2 THE TRANCHE A-[●] EXIT NOTES

Section 2.01 *Form and Dating.* The Tranche A-[●] Exit Notes and the Trustee’s certificate of authentication shall be substantially in the form of Tranche A-[●] Exit Note set forth in Exhibit A, which is hereby incorporated in and expressly made a part of this Indenture. The Tranche A-[●] Exit Notes may have such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have such letters, numbers or other marks of identification and such notations, legends or endorsements as may be required to comply with any law, stock exchange rule, agreement to which the Company is subject, if any, or usage, *provided* that any such notation, legend or endorsement is in a form acceptable to the Company.

The Tranche A-[●] Exit Notes shall be printed, lithographed or engraved or produced by any combination of these methods or may be produced in any other manner permitted by the rules of any stock exchange on which the Tranche A-[●] Exit Notes may be listed, if any, all as determined by the Officers executing such Tranche A-[●] Exit Notes, as evidenced by their execution of such Tranche A-[●] Exit Notes.

Section 2.02 *Execution, Authentication and Delivery.*

(a) An Officer of the Issuer shall sign the Tranche A-[●] Exit Notes for the Issuer by manual, PDF or facsimile signature.

(1) If an Officer whose signature is on a Tranche A-[●] Exit Note no longer holds that office at the time the Trustee authenticates the Tranche A-[●] Exit Note, the Tranche A-[●] Exit Note shall be valid nevertheless.

(2) A Tranche A-[●] Exit Note shall not be valid until an authorized signatory of the Trustee or an authenticating agent manually signs the certificate of authentication on the Tranche A-[●] Exit Note upon Company Order. Such signature shall be conclusive evidence that the Tranche A-[●] Exit Note has been authenticated under this Indenture. Such Company Order shall specify the amount of the Tranche A-[●] Exit Notes to be authenticated and the date on which the original issue of Tranche A-[●] Exit Notes is to be authenticated.

(3) On the Issue Date, the Trustee or an Authenticating Agent shall authenticate and deliver the Initial Tranche A-[●] Exit Notes and, at any time and from time to time thereafter, any Additional Tranche A-[●] Exit Notes for original issue as set forth in Section 2.14, in each case upon a Company Order.

(4) The Tranche A-[●] Exit Notes shall be issued in fully registered form without coupons attached in minimum denominations of U.S.\$1,000 and integral multiples of U.S.\$1.00 in excess thereof (each, an “**Authorized Denomination**”).

(b) The Trustee may appoint an authenticating agent, with a copy of such appointment to the Company, to authenticate the Tranche A-[●] Exit Notes (the “**Authenticating Agent**”). Unless limited by the terms of such appointment, an Authenticating Agent may authenticate Tranche A-[●] Exit Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by an Authenticating Agent. An Authenticating Agent has the same rights as the Registrar or any Transfer Agent or Paying Agent or agent for service of notices and demands.

Section 2.03 *Transfer Agent, Registrar and Paying Agent.* (a) The Issuer shall maintain an office or agency where Tranche A-[●] Exit Notes may be presented for registration of transfer or for exchange (the “**Registrar**”) and an office or agency where Tranche A-[●] Exit Notes may be presented for payment. The Registrar shall keep a register of the Tranche A-[●] Exit Notes and of their transfer and exchange. The Company may have one or more co-registrars and one or more additional paying agents, or transfer agents. The term “Paying Agent” includes any additional paying agent. The term “Registrar” includes any additional Registrar or co-registrar. The Issuer shall maintain a Paying Agent and Transfer Agent with offices in the United States.

~~(b) For so long as the Tranche A [●] Exit Notes are listed on the [Singapore Exchange Securities Trading Limited (the “SGX-ST”)] and the rules of the [SGX-ST] so require, the Issuer shall appoint and maintain a paying agent in Singapore where the Tranche A [●] Exit Notes may be presented or surrendered for payment or redemption, in the event that a global security is exchanged for definitive Tranche A [●] Exit Notes. In addition, in the event that a global security is exchanged for definitive Tranche A [●] Exit Notes, an announcement of such exchange shall be made by the Issuer or on its behalf through the [SGX-ST] and such announcement will include all material information with respect to the delivery of the definitive Tranche A [●] Exit Notes, including details of the paying agent in Singapore.~~

(b) [Reserved].

(c) The Issuer shall enter into an appropriate agency agreement with any Registrar, Paying Agent or co-registrar not a party to this Indenture, which shall implement the provisions

of this Indenture that relate to such agent. The Issuer shall notify the Trustee of the name and address of any such agent. If the Issuer fails to maintain a Registrar, Paying Agent or Transfer Agent, in the United States, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.06. The Company or any Restricted Subsidiary may act as Paying Agent, Registrar, co-registrar or Transfer Agent. The Company initially appoints Wilmington Savings Fund Society, FSB as Registrar, Paying Agent and Transfer Agent in connection with this Indenture and the Tranche A-[●] Exit Notes.

Section 2.04 *Paying Agent to Hold Money in Trust.* By 3:00 P.M. New York time no later than one Business Day prior to each Payment Date on any Tranche A-[●] Exit Note, the Issuer shall deposit with the Principal Paying Agent in immediately available funds a sum sufficient to pay such principal and interest when so becoming due (including any Additional Amounts). The Issuer shall request that the bank through which such payment is to be made agree to supply to the Principal Paying Agent by 10:00 A.M. (New York time) two Business Days prior to the due date from any such payment an confirmation (by facsimile) of its intention to make such payment. The Issuer shall require each Paying Agent (other than the Trustee) to agree in writing that such Paying Agent shall hold in trust, for the benefit of Holders or the Trustee, all money held by such Paying Agent for the payment of principal and interest on the Tranche A-[●] Exit Notes and shall notify the Trustee of any default by the Issuer in making any such payment. The Issuer at any time may require a Paying Agent to pay all money held by it to the Principal Paying Agent and to account for any funds disbursed by it. Upon complying with this Section 2.04, the Paying Agent shall have no further liability for the money delivered to the Trustee.

Each payment in full of principal, redemption amount, Additional Amounts or interest payable under the Tranche A-[●] Exit Notes and this Indenture in respect of any Tranche A-[●] Exit Note made by or on behalf of the Issuer or a Guarantor to or to the order of the Trustee in the manner specified herein or in the Tranche A-[●] Exit Notes on the date due shall be valid and effective to satisfy and discharge the obligation of the Issuer or such Guarantor, as the case may be, to make payment of principal, redemption amount, Additional Amounts or interest payable hereunder and under the Tranche A-[●] Exit Notes on such date, *provided, however*, that the liability of the Trustee hereunder shall not exceed any amounts paid to it by the Company or such Guarantor, as the case may be, or held by it, on behalf of the Holders hereunder.

Section 2.05 *Holder Lists.* The Trustee shall preserve in as current a form as is reasonably practicable, the most recent list available to it of the names and addresses of Holders. If the Trustee is not the Registrar, the Issuer shall furnish to the Trustee in writing, at least ten Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders and the Trustee shall be permitted to fully rely with no liability therefor on the most recent list so provided.

Section 2.06 *Transfer and Exchange.*

(a) Interests in the Regulation S Global Note and the Restricted Global Note shall be exchangeable or transferable, as the case may be, for physical delivery of definitive certificated Tranche A-[●] Exit Notes (“**Certificated Notes**”) if (i) DTC notifies the Company that it is

unwilling or unable to continue as depository for such Global Note, or DTC ceases to be a “clearing agency” registered under the Exchange Act, and a successor depository is not appointed by the Company within 90 days, or (ii) an Event of Default has occurred and is continuing with respect to such Tranche A-[●] Exit Notes and a Holder has so requested in writing, *provided* that such transfer or exchange is made in accordance with the provisions of this Indenture and the Applicable Procedures and *provided further* that in no event shall the Regulation S Temporary Global Note be exchanged for Certificated Notes prior to (i) the expiration of the Restricted Period and (ii) the receipt by the Registrar of any certificates required under the provisions of Regulation S.

Upon receipt of notice by DTC or the Trustee, as the case may be, regarding the occurrence of any of the events described in the preceding paragraph, the Company shall use its best efforts to make arrangements with DTC for the exchange of interests in the Global Notes for individual Certificated Notes, and cause the requested individual Certificated Notes to be executed and delivered to the Trustee in sufficient quantities and authenticated by the Trustee for delivery to Holders. In the case of Certificated Notes issued in exchange for the Restricted Global Note, such Certificated Notes shall bear the Securities Act Legend. Upon the registration of transfer, exchange or replacement of Tranche A-[●] Exit Notes bearing such Securities Act Legend, or upon specific request for removal of the Securities Act Legend on a Tranche A-[●] Exit Note, the Company shall deliver only Tranche A-[●] Exit Notes that bear such Securities Act Legend, or shall refuse to remove such Securities Act Legend, as the case may be, unless there is delivered to the Company a certificate in the form of Exhibit D or Exhibit F, as the case may be, or such satisfactory evidence as may reasonably be required by the Company, which may include an Opinion of Counsel, that neither the Securities Act Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act. The Trustee shall exchange a Tranche A-[●] Exit Note bearing the Securities Act Legend for a Tranche A-[●] Exit Note not bearing such Securities Act Legend only if it has been directed to do so in writing by the Company, upon which direction it may conclusively rely with no liability therefor.

(b) On or prior to the 40th day after the Issue Date, transfers by a DTC participant which is an owner of a beneficial interest in the Regulation S Global Note to a transferee who takes delivery of such interest through the Restricted Global Note shall be made only in Authorized Denominations in accordance with the Applicable Procedures and upon receipt by the Trustee or Transfer Agent of a written certification from the transferor of the beneficial interest in the form of Exhibit E to the effect that such transfer is being made to a Person who the transferor reasonably believes is a “qualified institutional buyer” within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. After such 40th day, such certification requirement shall no longer apply to such transfers.

(c) Transfers by a Holder of a Certificated Note bearing the Securities Act Legend or by a DTC participant of a beneficial interest in the Restricted Global Note to a transferee who takes delivery of such interest through the Regulation S Global Note or in the form of a Certificated Note not bearing the Securities Act Legend shall be made only in Authorized Denominations upon receipt by the Trustee or Transfer Agent of a written certification from the

transferor in the form of Exhibit D to the effect that such transfer is being made in accordance with Regulation S.

Beneficial interests in the Global Notes shall be shown on, and transfers thereof shall be effected only through records maintained by DTC and its direct and indirect participants, including Euroclear and Clearstream.

Transfers between participants in DTC shall be effected in the ordinary way in accordance with the Applicable Procedures and shall be settled in DTC's Same Day Funds Settlement System and secondary market trading activity in such Tranche A-[●] Exit Notes shall therefore settle in immediately available funds. There can be no assurance as to the effect, if any, of settlements in immediately available funds on trading activity in the Tranche A-[●] Exit Notes. Transfers between participants in Euroclear and Clearstream shall be effected in the ordinary way in accordance with Applicable Procedures.

(d) Certificated Notes may be exchanged or transferred in whole or in part in the principal amount of Authorized Denominations by surrendering such Certificated Notes at the applicable Corporate Trust Office of the Trustee or any Transfer Agent with a written instrument of transfer as provided in this Indenture in the form of Exhibit B hereto duly executed by the Holder thereof or his attorney duly authorized in writing.

In exchange for any Certificated Note properly presented for transfer, the Trustee shall promptly authenticate and deliver or cause to be authenticated and delivered at the applicable Corporate Trust Office, to the transferee, or send by mail (at the risk of the transferee) to such address as the transferee may request, a Certificated Note or Tranche A-[●] Exit Notes, as the case may require, registered in the name of such transferee, for the same aggregate principal amount as was transferred. In the case of the transfer of any Certificated Note in part, the Trustee shall also promptly authenticate and deliver or cause to be authenticated and delivered at the applicable Corporate Trust Office, to the transferor, or send by mail (at the risk of the transferor) to such address as the transferor may request, a Certificated Note or Tranche A-[●] Exit Notes, as the case may require, registered in the name of such transferor, for the aggregate principal amount that was not transferred. No transfer of any Tranche A-[●] Exit Notes shall be made unless the request for such transfer is made by the registered Holder or his attorney duly authorized in writing at the applicable Corporate Trust Office and is accompanied by a completed instrument of transfer in the form of Exhibit C attached to the Tranche A-[●] Exit Note presented for transfer.

(e) Transfer, registration and exchange of any Tranche A-[●] Exit Note or Tranche A-[●] Exit Notes shall be permitted and executed as provided in this Section 2.07 without any charge to the Holder of any such Tranche A-[●] Exit Note or Tranche A-[●] Exit Notes other than any taxes or governmental charges or insurance charges payable on transfers or any expenses of delivery by other than regular mail, but subject to such reasonable regulations as the Company, the Registrar and the Trustee may prescribe.

The costs and expenses of effecting any exchange or registration of transfer pursuant to the foregoing provisions, except for the expense of delivery by other than regular mail (if any)

and except for the payment of a sum sufficient to cover any tax or other governmental charges or insurance charges that may be imposed in relation thereto, shall be borne by the Company.

All Certificated Notes issued upon any exchange or registration of transfer of Tranche A-[●] Exit Notes shall be valid obligations of the Company, evidencing the same debt, and entitled to the same benefits, as the Tranche A-[●] Exit Notes surrendered upon exchange or registration of transfer.

(f) The Trustee or the Transfer Agent shall effect transfers of Global Notes and Certificated Notes. In addition, the Registrar shall keep a register of the Tranche A-[●] Exit Notes and their ownership, exchange and transfer. The Transfer Agent shall give prompt notice to the Registrar and the Registrar shall likewise give prompt notice to the Trustee of any exchange or registration of transfer of such Tranche A-[●] Exit Notes. Neither the Trustee nor any Transfer Agent shall register the exchange or the transfer of any Global Note or Certificated Note (or any portion of a Certificated Note) during the period of 15 days ending on the Record Date. The Trustee shall give prompt notice to the Company of any replacement, transfer, cancellation or destruction of the Tranche A-[●] Exit Notes.

(g) Upon any such exchange or registration of transfer of all or a portion of any Global Note for a Certificated Note or an interest in either the Restricted Global Note or the Regulation S Global Note for an interest in the other Global Note, the Global Note to be so exchanged shall be marked to reflect the reduction of its principal amount by the aggregate principal amount of such Certificated Note or the interest to be so exchanged for an interest in a Regulation S Global Note or a Restricted Global Note, as the case may be. Until so exchanged in full, the Tranche A-[●] Exit Note shall in all respects be entitled to the same benefits under this Indenture as the Tranche A-[●] Exit Notes authenticated and delivered hereunder.

Section 2.07 Replacement Notes. If any Tranche A-[●] Exit Note at any time becomes mutilated, defaced, destroyed, stolen or lost, such Tranche A-[●] Exit Note may be replaced at the cost of the applicant (including reasonable legal fees of the Issuer, the Trustee, the Transfer Agent, the Registrar and the Paying Agents) at the office of the Trustee or any Transfer Agent, upon provision of, in the case of destroyed, stolen, mutilated or defaced beyond clear identification or lost Tranche A-[●] Exit Notes, evidence satisfactory to the Trustee, the Transfer Agent, the Registrar, the Paying Agents and the Issuer that such Tranche A-[●] Exit Note was destroyed, stolen, mutilated or defaced beyond clear identification or lost, together with such indemnity and/or security as the Trustee and the Issuer may require. Mutilated or defaced Tranche A-[●] Exit Notes must be surrendered before replacements shall be issued.

Each Tranche A-[●] Exit Note authenticated and delivered in exchange for or in lieu of any such Tranche A-[●] Exit Note shall carry rights to accrued and unpaid interest and to interest to accrue equivalent to the rights that were carried by such Tranche A-[●] Exit Note before such Tranche A-[●] Exit Note was mutilated, defaced, destroyed, stolen or lost.

Every replacement Tranche A-[●] Exit Note is an additional obligation of the Issuer and shall be entitled to the benefits of this Indenture.

Section 2.08 *Temporary Notes*. Subject to the provisions of Section 2.07(a), until Certificated Notes are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Tranche A-[●] Exit Notes. Temporary Notes shall be substantially in the form of Certificated Notes but may have variations that the Company considers appropriate for temporary Tranche A-[●] Exit Notes. As necessary, the Company shall prepare and the Trustee shall authenticate Certificated Notes and deliver them in exchange for temporary Tranche A-[●] Exit Notes at the office or agency of the Company or the Trustee, without charge to the Holder. Until so exchanged, the temporary Tranche A-[●] Exit Notes shall be entitled to the same benefits under this Indenture as Certificated Notes.

Section 2.09 *Cancellation*. The Issuer at any time may deliver Tranche A-[●] Exit Notes to the Trustee for cancellation. The Transfer Agent and the Paying Agent shall forward to the Trustee, if they are not the same person, any Tranche A-[●] Exit Notes surrendered to them for transfer, exchange or payment. The Trustee or a Paying Agent and no else shall cancel, and the Trustee shall destroy, in each case, in accordance with its customary procedures all Tranche A-[●] Exit Notes surrendered for transfer, exchange, payment or cancellation and, if so destroyed, upon written instruction from the Issuer, deliver a certificate of such destruction to the Issuer unless the Issuer direct the Trustee in writing to deliver cancelled Tranche A-[●] Exit Notes to the Issuer. The Issuer may not issue new Tranche A-[●] Exit Notes to replace Notes they have redeemed, paid or delivered to the Trustee for cancellation, which shall not prohibit the Issuer from issuing any Additional Tranche A-[●] Exit Notes. A Tranche A-[●] Exit Note does not cease to be outstanding because the Issuer, the Guarantors or any of their Affiliates holds such Tranche A-[●] Exit Note, except that such Tranche A-[●] Exit Notes will not be deemed to be Outstanding for voting purposes pursuant to and in accordance with the definition of “Outstanding” in Section 1.01.

Section 2.10 *Defaulted Interest*. If the Issuer default in a payment of interest on the Tranche A-[●] Exit Notes, the Issuer shall pay the defaulted interest (plus interest on such defaulted interest to the extent lawful) in any lawful manner not inconsistent with the requirements of any stock exchange on which the Tranche A-[●] Exit Notes may be listed, and upon such notice as may be required by such exchange, if, after written notice given by the Issuer to the Trustee of the proposed payment pursuant to this Section 2.11, such manner of payment shall be deemed practicable by the Trustee.

The Issuer may pay the defaulted interest to the Persons who are Holders on a subsequent special record date, which date shall be at least five Business Days prior to the payment date of such defaulted interest. The Issuer shall fix or cause to be fixed any such special record date and payment date, and, at least 15 days before any such special record date, the Issuer shall deliver to each Holder, with a copy to the Trustee, a notice that states the special record date, the payment date and the amount of defaulted interest to be paid.

Section 2.11 *CUSIP and ISIN Numbers* The Issuer, in issuing the Tranche A-[●] Exit Notes, may use CUSIP and ISIN numbers (if then generally in use) and, if so, the Trustee shall use CUSIP and ISIN numbers in notices as a convenience to Holders; *provided, however*, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Tranche A-[●] Exit Notes or as contained in any notice and that reliance may be placed only on the other identification numbers printed on the Tranche A-[●] Exit Notes,

and any such notice shall not be affected by any defect in or omission of such numbers. The Issuer shall promptly notify the Trustee in writing of any change in CUSIP or ISIN numbers.

Section 2.12 *Open Market Purchases*. The Issuer or any of its Affiliates may at any time purchase Tranche A-[●] Exit Notes in the open market or otherwise at any agreed upon price. Any such purchased Tranche A-[●] Exit Notes shall not be resold, except in compliance with applicable requirements or exemptions under the relevant securities laws. Any such resold notes will have a separate CUSIP number unless they are fungible with the outstanding Tranche A-[●] Exit Notes for U.S. federal income tax purposes.

Section 2.13 *Issuance of Additional Tranche A-[●] Exit Notes*. The Issuer may, from time to time, without notice to or the consent of the Holders of the Tranche A-[●] Exit Notes, create and issue Additional Tranche A-[●] Exit Notes in an unlimited aggregate principal amount having the same terms and conditions as the Initial Tranche A-[●] Exit Notes in all respects, except for issue date, issue price and the first payment of interest thereon. Additional Tranche A-[●] Exit Notes issued in this manner shall form a single series ~~for non-U.S. federal income tax purposes~~ with the previously outstanding Tranche A-[●] Exit Notes and shall vote together as one class on all matters with respect to the Tranche A-[●] Exit Notes; *provided* that the Additional Tranche A-[●] Exit Notes will have a separate CUSIP number unless ~~either (i) such the Tranche A-[●] Exit Notes and the Additional Tranche A-[●] Exit Notes are part of the same "issue" within the meaning of the U.S. Treasury Regulations as the Tranche A-[●] Exit Notes or (ii) neither the Tranche A-[●] Exit Notes nor such Additional Tranche A-[●] Exit Notes are issued with more than a *de minimis* amount of original issue discount~~ fungible for U.S. federal income tax purposes. Unless the context otherwise requires, for all purposes of this Indenture and the Tranche A-[●] Exit Notes, references to the Tranche A-[●] Exit Notes include any Additional Tranche A-[●] Exit Notes actually issued.

ARTICLE 3 REDEMPTION

Section 3.01 *Redemption*.

(a) On or after ~~[●]~~ December 1, 202[3]²⁹³, the Tranche A-[●] Exit Notes will be redeemable, at the option of the Company, in whole or in part, at the Redemption Prices (expressed as a percentage of the principal amount to be redeemed), during the 12-month periods specified below:

Period

Redemption Price

²⁹ ~~NTD~~³ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

On or after {} <u>December 1</u> , 202[3] ³⁰⁴ but prior to <u>December</u> [{} <u>1</u>], [102.000] ³²⁶ % 202[4] ³⁴⁵	
On or after {} <u>December 1</u> , 202[4] ³³⁷ but prior to <u>December</u> [{} <u>1</u>], [101.000] ³⁵⁹ % 202[5] ³⁴⁸	
On or after {} <u>December 1</u> , 202[5] ³⁶¹⁰	100.000%

plus any accrued but unpaid interest and Additional Amounts, if any, to, but not including, the Redemption Date.

(b) At any time prior to ~~{}~~December 1, 202[3]³⁷¹¹, the Issuer may redeem any of the Tranche A-~~{}~~ Exit Notes (including any Additional Tranche A-~~{}~~ Exit Notes issued after the Issue Date) in whole at any time or in part from time to time, at its option, at a “make-whole” redemption price equal to the greater of (1) 100% of the principal amount of such Notes to be redeemed and (2) the sum of the present values at such Redemption Date of (i) the redemption price of the Tranche A-~~{}~~ Exit Notes on ~~{}~~December 1, 202[3]³⁸¹² plus (ii) all required interest payments on the Tranche A-~~{}~~ Exit Notes through ~~{}~~December 1, 202[3]³⁹¹³ (excluding accrued but unpaid interest to the date of redemption), discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 50 basis points; *plus*, in each case, any accrued and unpaid interest and Additional Amounts, if any, on such Notes to (but excluding) the Redemption Date. For the avoidance of doubt, the Issuer shall be responsible for calculating the make-whole premium and the Trustee shall have no obligation to confirm or verify any such calculation.

(c) Notwithstanding the foregoing, at any time and from time to time prior to ~~{}~~December 1, 202[3]⁴⁰¹⁴, upon notice in accordance with Section 3.03, the Company may redeem in the aggregate up to 35.0% of the aggregate principal amount of the Tranche A-~~{}~~ Exit Notes (calculated after giving effect to the issuance of any Additional Notes) with an amount equal to the net cash proceeds of (x) one or more Equity Offerings or offerings of bona fide convertible debt by the ~~Company~~Ultimate Parent (or by any ~~direct or indirect parent entity~~)

³⁰ ~~NTD:~~⁴ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

³¹ ~~NTD:~~⁵ Date to correspond to third anniversary of Emergence Date, in case of A-2 Notes and fourth anniversary of Emergence Date, in case of A-1 Notes.

³² ~~NTD:~~⁶ 104.500% in case of A-1 Notes

³³ ~~NTD:~~⁷ Date to correspond to third anniversary of Emergence Date, in case of A-2 Notes and fourth anniversary of Emergence Date, in case of A-1 Notes.

³⁴ ~~NTD:~~⁸ Date to correspond to fourth anniversary of Emergence Date, in case of A-2 Notes and fifth anniversary of Emergence Date, in case of A-1 Notes.

³⁵ ~~NTD:~~⁹ 102.250% in case of A-1 Notes

³⁶ ~~NTD:~~¹⁰ Date to correspond to fourth anniversary of Emergence Date, in case of A-2 Notes and fifth anniversary of Emergence Date, in case of A-1 Notes.

³⁷ ~~NTD:~~¹¹ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

³⁸ ~~NTD:~~¹² Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

³⁹ ~~NTD:~~¹³ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

⁴⁰ ~~NTD:~~¹⁴ Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

~~thereof~~Parent Entity, to the extent the net cash proceeds therefrom are contributed to the ~~Company~~Ultimate Parent or used to purchase ~~capital stock of the Company~~Capital Stock (other than Disqualified Capital Stock) of the Ultimate Parent, at a Redemption Price (expressed as a percentage of the principal amount thereof) equal to 104.500%, or (y) the incurrence of unsecured Indebtedness by the Company, at a Redemption Price (expressed as a percentage of the principal amount thereof) equal to 109.000%, in each case *plus* accrued and unpaid interest, if any, to (but not including) the Redemption Date.

(d) If as a result of any change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, or any amendment to or change in an official interpretation, administration or application of such laws, ~~or any treaties, regulations, or rules, or related agreements to which the Taxing Jurisdiction is a party~~ (including a holding by a court of competent jurisdiction), which change or amendment becomes effective or, in the case of a change in official position, is announced on or after the Issue Date or on or after the date a successor to the Issuer or the relevant Guarantor assumes ~~the~~its obligations under the Tranche A-[●] Exit Notes, the Issuer, such Guarantor or any successor to the Issuer or such Guarantor has or will become obligated to pay Additional Amounts pursuant to Section 4.05, then the Issuer or any Guarantor, or any successor to the Issuer or such Guarantor, may, at its option, redeem all, but not less than all, of the Tranche A-[●] Exit Notes, at a Redemption Price equal to 100% of their principal amount, together with accrued and unpaid interest to the date fixed for redemption, upon publication of irrevocable notice not less than 30 days nor more than 60 days prior to the date fixed for redemption. For the avoidance of doubt, neither the Issuer nor any Guarantor, nor any successor to the Issuer or such Guarantor, shall have the right to so redeem the Tranche A-[●] Exit Notes pursuant to this Section 3.01(d) unless it is or will become obligated to pay Additional Amounts. Notwithstanding the foregoing, the Issuer and any Guarantor, or any such successor shall not have the right to so redeem the Tranche A-[●] Exit Notes unless it has taken reasonable measures to avoid the obligation to pay Additional Amounts. For the avoidance of doubt, reasonable measures do not include changing the jurisdiction of incorporation of the Issuer or any successor to the Issuer or the jurisdiction of organization of a Guarantor or any successor to a Guarantor.

In the event that the Issuer or any successor to the Issuer, or a Guarantor or any successor to such Guarantor, elects to so redeem the Tranche A-[●] Exit Notes, it will deliver to the Trustee: (1) a certificate, signed in the name of the Issuer or any successor to the Issuer, or such Guarantor or successor to such Guarantor, by any two of its executive officers or by its attorney in fact in accordance with its bylaws, stating that the Issuer or any successor to the Issuer, or such Guarantor or successor to such Guarantor, is entitled to redeem the Tranche A-[●] Exit Notes pursuant to their terms and setting forth a statement of facts showing that the condition or conditions precedent to the right of the Issuer or any successor to the Issuer, or such Guarantor or successor to such Guarantor, to so redeem have occurred or been satisfied; and (2) an opinion of independent tax counsel of recognized standing to the effect that (i) the Issuer, a Guarantor or any successor to the Issuer or such Guarantor has or will become obligated to pay Additional Amounts, and (ii) such obligation is the result of a change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, as described above. The Trustee shall accept, and will be entitled to fully rely with no liability therefor on, the certificate and opinion described in (1) and (2) of the preceding sentence as sufficient evidence of the

satisfaction of the conditions precedent described therein, without further inquiry, in which event such certificate or opinion shall be conclusive and binding on the Holders.

Section 3.02 *Notice to Trustee.* If the Issuer elects to redeem Tranche A-[●] Exit Notes pursuant to Section 3.01 hereof, it shall notify the Trustee in writing of the Redemption Date and the Redemption Price. The Issuer shall give each notice provided for in this Section 3.02 in an Officers' Certificate (including the information required by Section 3.03) at least five Business Days before notice of redemption is required to be sent to the applicable Holders pursuant to Section 3.03 (unless a shorter period shall be satisfactory to the Trustee).

Section 3.03 *Notice of Redemption by the Issuer.* In the case of redemption of Tranche A-[●] Exit Notes pursuant to Section 3.01, the notice of redemption provided to the Trustee pursuant to Section 3.02 shall be distributed at least 15 but not more than 60 days before the Redemption Date to each Holder of any Tranche A-[●] Exit Note to be redeemed by first-class mail. A notice of redemption may be subject to one or more conditions precedent, which shall be stated in the redemption notice.

The notice shall state:

- (1) the Redemption Date;
- (2) the Redemption Price;
- (3) the name and address of the Paying Agents;
- (4) that Tranche A-[●] Exit Notes called for redemption must be surrendered to a Paying Agent to collect the Redemption Price;
- (5) that, unless the Company defaults in making such redemption payment or the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture, interest on Tranche A-[●] Exit Notes called for redemption ceases to accrue on and after the Redemption Date;
- (6) the section of this Indenture pursuant to which the Tranche A-[●] Exit Notes called for redemption are being redeemed;
- (7) any conditions precedent to the redemption of the Tranche A-[●] Exit Notes;
- (8) the CUSIP or ISIN number, if any; and
- (9) that no representation is made as to the correctness or accuracy of the CUSIP or ISIN number, if any, listed in such notice or printed on the Tranche A-[●] Exit Notes.

At the Company's request (which request may be revoked by the Company at any time prior to the time at which the Trustee shall have given such notice to the Holders), made in writing to the Trustee as described in Section 3.02, the Trustee shall give the notice of redemption in the name and at the expense of the Company reflecting the information provided

by the Company. If, however, the Company gives such notice to the Holders, the Company shall concurrently deliver to the Trustee an Officers' Certificate stating that such notice has been given.

Section 3.04 *Deposit of Redemption Price.* By 3:00 P.M. New York time no later than one Business Day prior to the Redemption Date, the Company shall deposit with the Principal Paying Agent money sufficient to pay the Redemption Price of and accrued and unpaid interest on the Tranche A-[●] Exit Notes other than Tranche A-[●] Exit Notes that have been delivered by the Company to the Trustee at least 15 days prior to the Redemption Date for cancellation. The Company shall request that the bank through which such payment is to be made agree to supply to the Principal Paying Agent by 10:00 A.M. (New York time) two Business Days prior to the due date from any such payment a confirmation (by facsimile) of its intention to make such payment.

Section 3.05 *Effect of Redemption.* If the Company complies with the provisions of Section 3.03 and Section 3.04, on and after the Redemption Date, interest shall cease to accrue on the Tranche A-[●] Exit Notes or the portions of Tranche A-[●] Exit Notes called for redemption. Upon surrender of any such Tranche A-[●] Exit Note for redemption in accordance with such notice, such Tranche A-[●] Exit Note shall be paid by the Company at the Redemption Price, together with accrued and unpaid interest, if any, to, but not including, the Redemption Date; *provided, however*, that installments of interest whose Interest Payment Date is on or prior to the Redemption Date shall be payable to the Holders of such Tranche A-[●] Exit Notes registered as such at the close of business on the relevant Record Dates according to their terms.

If any Tranche A-[●] Exit Note to be redeemed shall not be so paid upon surrender thereof in accordance with the Company's instructions for redemption, the principal shall, until paid, bear interest from the Redemption Date at the rate borne by the Tranche A-[●] Exit Notes. Upon such surrender to the Paying Agent, such Tranche A-[●] Exit Notes shall be paid at the applicable Redemption Price, plus accrued and unpaid interest to, but not including, the Redemption Date; *provided, however*, that installments of interest payable on or prior to the Redemption Date shall be payable to the Holders of such Tranche A-[●] Exit Notes registered as such at the close of business on the relevant Record Date according to their terms.

Section 3.06 *Selection of Tranche A-[●] Exit Notes to be Redeemed.* If less than all of the outstanding Tranche A-[●] Exit Notes are to be redeemed, if the Tranche A-[●] Exit Notes are held through a depository, the Tranche A-[●] Exit Notes will be selected for redemption pursuant to the procedures of the applicable depository or, if the Tranche A-[●] Exit Notes are held in definitive registered form, the Trustee will select the Tranche A-[●] Exit Notes to be redeemed in principal amounts of U.S.\$1,000 and integral multiples of U.S.\$1.00 in excess thereof. In the latter case, the Trustee may select the Tranche A-[●] Exit Notes by lot, pro rata or by any other method the Trustee considers fair and appropriate.

Section 3.07 *Notes Redeemed In Part.* Upon surrender of a Tranche A-[●] Exit Note that is redeemed in part, the Company shall execute and the Trustee shall authenticate for the Holder thereof (at the Company's expense) a new Tranche A-[●] Exit Note, equal in a principal amount to the unredeemed portion of the Tranche A-[●] Exit Note surrendered; *provided* that

each new Tranche A-[●] Exit Note shall be in a principal amount of U.S.\$1,000 or an integral multiple of U.S.\$1.00 in excess thereof.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to redemption of Tranche A-[●] Exit Notes shall relate, in the case of any Tranche A-[●] Exit Note redeemed or to be redeemed only in part, to the portion of the principal amount of such Tranche A-[●] Exit Note which has been or is to be redeemed.

ARTICLE 4 COVENANTS

Section 4.01 Payment of Principal and Interest under the Tranche A-[●] Exit Notes. The Issuer shall punctually pay the principal of and interest on the Tranche A-[●] Exit Notes on the dates and in the manner provided in the Tranche A-[●] Exit Notes. Principal and interest (including any Additional Amounts) shall be considered paid on the date due if by 3:00 P.M. New York time no later than one Business Day prior to such Payment Date to the Principal Paying Agent holds in accordance with this Indenture money sufficient to pay all principal, premium, if any, and interest (including Additional Amounts) due on such Payment Date.

The Issuer shall pay interest on overdue principal or installments of interest, to the extent lawful, at the rate borne by the Tranche A-[●] Exit Notes.

No interest shall be payable hereunder in excess of the maximum rate permitted by applicable law.

Section 4.02 Maintenance of Office or Agency. The Issuer shall maintain, in each place of payment for the Tranche A-[●] Exit Notes, an office or agency where Tranche A-[●] Exit Notes may be presented or surrendered for payment and where notices and demands to or upon the Issuer in respect of the Tranche A-[●] Exit Notes and this Indenture may be served. The Corporate Trust Office of the Trustee shall be such office or agency of the Issuer, unless the Issuer shall designate and maintain some other office or agency for one or more of such purposes. The Issuer shall give prompt written notice to the Trustee of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Issuer hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

Section 4.03 Money for Note Payments to Be Held in Trust. If the Issuer shall at any time act as Paying Agent, it shall, on or before each due date of principal of or interest on any of the Tranche A-[●] Exit Notes, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal and interest so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided and shall promptly notify the Trustee of its action or failure so to act.

Whenever the Issuer shall have one or more Paying Agents for the Tranche A-[●] Exit Notes, it shall, on or before each due date of principal of or interest on any Tranche A-[●] Exit Notes, irrevocably deposit with a Paying Agent a sum sufficient to pay such principal and

interest so becoming due, such sum to be held in trust for the benefit of the Persons entitled to such principal or interest, and the Issuer shall promptly notify the Trustee in writing of such action or any failure so to act.

Each Paying Agent other than the Trustee, subject to the provisions of this Section 4.03, shall:

(1) hold all sums held by it for the payment of principal of or interest on Tranche A-[●] Exit Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as set forth herein; *provided, however*, such sums need not be segregated from other funds held by it, except as required by law;

(2) give the Trustee written notice of any Default by the Issuer (or any other obligor upon the Tranche A-[●] Exit Notes) in the making of any payment of principal or interest; and

(3) at any time during the continuance of any such Default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Principal Paying Agent hereby agrees with the Issuer to act as Principal Paying Agent in accordance with this Section 4.03. The Issuer shall cause each other Paying Agent to execute and deliver an instrument in which such Paying Agent shall agree with the Issuer to act as a Paying Agent in accordance with this Section 4.03.

The Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Issuer or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Issuer or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such sums.

Any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of principal of or interest on any Tranche A-[●] Exit Note and remaining unclaimed for two years after such principal or interest has become due and payable shall be paid to the Company at the request of the Company, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Tranche A-[●] Exit Note shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

On or prior to the date hereof, the Principal Paying Agent is authorized and directed to establish and maintain, in the name of the Trustee, for the benefit of the Holders, a payment account. Amounts on deposit in such account shall be held uninvested. The Principal Paying Agent is authorized to make payments from such account as described in this Indenture.

Section 4.04 *Maintenance of Corporate Existence.* ~~The~~Each Parent Guarantor, the Issuer and each Guarantor shall maintain in effect its corporate existence and all registrations

necessary therefor except to the extent the Ultimate Parent or the Company in good faith ~~determines~~determine that the failure to do so is in the best interest of the Ultimate Parent or the Company and would not have a material adverse effect on the ability of the Parent Guarantors, the Issuer and the Guarantors, taken as a whole, to perform their payment obligations under the Tranche A-[●] Exit Notes, *provided* that these restrictions shall not prohibit any transactions not prohibited by Article 5.

Section 4.05 ~~f~~*Payment of Additional Amounts.*⁴⁴

(a) All payments by the Issuer in respect of the Tranche A-[●] Exit Notes and the Guarantors in respect of the Tranche A-[●] Exit Note Guarantees will be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments, or other governmental charges of a similar nature imposed or levied by or on behalf of the United Kingdom, or any ~~authority therein or thereof having the power to tax or any~~ other jurisdiction in which the Issuer or Guarantors are organized, resident for tax purposes or through which payments are made or deemed made in respect of the Tranche A-[●] Exit Notes or the Tranche A-[●] Exit Note Guarantees, or any authority therein or thereof having the power to tax or, following any merger, consolidation, spin-off, transfer, liquidation, winding-up, dissolution or assumption of obligations that is permitted herein, the jurisdiction in which the resulting, surviving or transferee Person is organized or resident for tax purposes or through which payments are made or deemed made in respect of the Tranche A-[●] Exit Notes or the Tranche A-[●] Exit Note Guarantees, or, in each case, any political subdivision thereof or taxing authority therein (any of the aforementioned being a “**Taxing Jurisdiction**”), unless the Issuer ~~or~~, Guarantors or any Paying Agent are compelled by law to deduct or withhold such taxes, duties, assessments, or similar governmental charges. In such event, the Issuer~~or~~, Guarantors or Paying Agent, as applicable, will make such deduction or withholding, make payment of the amount so withheld to the appropriate Governmental Authority and the Issuer or Guarantor shall pay such Additional Amounts as may be necessary to ensure that the net amounts receivable by Holders of Tranche A-[●] Exit Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would have been receivable in respect of the Tranche A-[●] Exit Notes in the absence of such withholding or deduction (“**Additional Amounts**”).

Notwithstanding the foregoing, no such Additional Amounts shall be payable:

(1) to, or to a third party on behalf of, a Holder who is liable for such taxes, duties, assessments or similar governmental charges in respect of such Tranche A-[●] Exit Note by reason of the existence of any present or former connection between such Holder or beneficial owner (or between a fiduciary, settlor, beneficiary, member or shareholder of or possessor of power over the relevant Holder or beneficial owner, if such Holder or beneficial owner is an estate, a trust, a partnership, or a corporation) and the relevant Taxing Jurisdiction, including, without limitation, such Holder or beneficial owner (or such fiduciary, settlor, beneficiary, member or shareholder) being or having been a citizen or resident or national or domiciliary thereof or being or having been engaged in a trade or business or present therein or having, or having had, a permanent establishment, a dependent agent, a place of business or a

⁴⁴~~Subject to ongoing tax review.~~

place of management present or deemed present therein, other than the mere holding of the Tranche A-[●] Exit Note or enforcement of rights under this Indenture and the receipt of payments with respect to the Tranche A-[●] Exit Note;

(2) in respect of Tranche A-[●] Exit Notes surrendered or presented for payment (if surrender or presentment is required) more than 30 days after the Relevant Date except to the extent that payments under such Tranche A-[●] Exit Note would have been subject to withholding and the Holder of such Tranche A-[●] Exit Note would have been entitled to such Additional Amounts; on surrender of such Tranche A-[●] Exit Note for payment on the last day of such period of 30 days;

(3) to, or to a third party on behalf of, a Holder who is liable for such taxes, duties, assessments or other similar governmental charges by reason of such Holder's, or beneficial owner's, failure to comply with any certification, identification, documentation or other reporting requirement concerning the nationality, residence, identity or connection with the relevant Taxing Jurisdiction of such Holder or beneficial owner, if (a) compliance is required by law as a precondition to, exemption from, or reduction in the rate of, the tax, assessment or other governmental charge ~~and~~, (b) the Company has given the Holders at least 30 days' notice that Holders, or beneficial owners, as applicable, will be required to provide such certification, identification, documentation or other requirements; (c) the Holder or beneficial owner is legally entitled to comply with such certification, identification, documentation or other reporting requirement and (d) compliance with such certification, identification, documentation or other reporting requirement is not materially more onerous than preparation of an Internal Revenue Service Form W-8 or W-9;

(4) in respect of any estate, inheritance, gift, sales, use, transfer, ~~capital gains~~, excise or personal property or similar tax (not including any UK value-added tax payable), assessment or governmental charge;

(5) in respect of any tax, assessment or other similar governmental charge which is payable other than by deduction or withholding from payments of principal of or interest on the Tranche A-[●] Exit Note;

(6) in respect of any tax imposed on overall net income or any branch profits tax; or

(7) in respect of any combination of the above.

(b) No Additional Amounts shall be paid with respect to any payment on a Tranche A-[●] Exit Note to a Holder who is a fiduciary, a partnership, a limited liability company or other than the sole beneficial owner of that payment to the extent that payment would be required by the relevant Taxing Jurisdiction to be included in the income, for tax purposes, of a beneficiary or settlor with respect to the fiduciary, a member of that partnership, any interest holder in a limited liability company or a beneficial owner who would not have been entitled to the Additional Amounts had that beneficiary, settlor, member or beneficial owner been the Holder.

(c) Furthermore, the Company will pay and indemnify the ~~holders~~ Holders against any UK value-added tax that is imposed on a payment of interest on the Tranche A-[●] Exit Notes.

(d) The Tranche A-[●] Exit Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation. Except as specifically provided ~~above~~under this Section 4.05, neither the Issuer nor the Guarantors shall be required to make a payment to the Holders with respect to any tax, assessment or similar governmental charge imposed by any government or a political subdivision or taxing authority thereof or therein.

~~(e) In the event that Additional Amounts actually paid with respect to the Tranche A-[●] Exit Notes are based on rates of deduction or withholding of withholding taxes in excess of the appropriate rate applicable to the Holder of such Tranche A-[●] Exit Notes, and, as a result thereof such Holder is entitled to make claim for a refund or credit of such excess from the authority imposing such withholding tax, then such Holder shall, by accepting such Tranche A-[●] Exit Notes, be deemed to have assigned and transferred all right, title, and interest to any such claim for a refund or credit of such excess to the Issuer.~~

(e) ~~(f)~~ Any reference in this Indenture or the Tranche A-[●] Exit Notes to principal, interest or any other amount payable in respect of the Tranche A-[●] Exit Notes by the Issuer or the Tranche A-[●] Exit Note Guarantee by the Guarantors will be deemed also to refer to any Additional Amount, unless the context requires otherwise, that may be payable with respect to that amount under the obligations referred to in this Section 4.05.

(f) ~~(g)~~ The Company will pay promptly when due any present or future stamp, value-added tax, court or documentary taxes or any excise or property taxes, charges or similar levies that arise in any jurisdiction from the execution, delivery or registration of each Tranche A-[●] Exit Note, each Collateral Document or any other document or instrument referred to in this Indenture or such Tranche A-[●] Exit Note, and those resulting from, or required to be paid in connection with, the enforcement of such Tranche A-[●] Exit Note, the Collateral Documents or any other such document or instrument after the occurrence and during the continuance of any Event of Default.

(g) ~~(h)~~ The obligations of the Issuer and the Guarantors pursuant to this Section ~~4.06~~4.05 shall survive termination or discharge of this Indenture, payment of the Tranche A-[●] Exit Notes and/or resignation or removal of the Trustee or the Principal Paying Agent.}]

Section 4.06 *Reporting Requirements*. The ~~Company~~Ultimate Parent will provide the Trustee with the following reports (and will also provide the Trustee with sufficient copies, as required, of the following reports referred to in clauses (a) through (d) below for distribution, at the Company's expense, to all Holders of Tranche A-[●] Exit Notes):

(a) an English language version of the ~~Company's~~Ultimate Parent's annual audited consolidated financial statements prepared in accordance with IFRS not later than 120 days after the close of its fiscal year;

(b) an English language version of the ~~Company's~~ Ultimate Parent's unaudited quarterly financial statements prepared in accordance with IFRS not later than 60 days after the close of each fiscal quarter (other than the last fiscal quarter of its fiscal year);

(c) simultaneously with the delivery of each set of financial statements referred to in clauses (a) and (b) above, an Officers' Certificate stating whether a Default that has remained uncured and unremedied for 60 days or more or an Event of Default exists on the date of such certificate and, if an Event of Default or such a Default exists, setting forth the details thereof and the action that the Company is taking or proposes to take with respect thereto;

(d) without duplication, English language versions or summaries of such other reports or notices as may be filed or submitted as a material fact by (and promptly after filing or submission by) the Company with the ~~[SGX-ST]~~ TISE or any stock exchange on which the Tranche A-[●] Exit Notes may be listed (in each case, to the extent that any such report or notice is generally available to its security holders or the public); and

(e) promptly after any executive officer becomes aware of the existence of an Event of Default, an Officers' Certificate setting forth the details thereof and the action which the Company or Ultimate Parent is taking or proposes to take with respect thereto.

Delivery of the above reports to the Trustee is for informational purposes only and the Trustee's receipt of such reports will not constitute constructive notice of any information contained therein or determinable from information contained therein, including Ultimate Parent's or the Company's compliance with any of the covenants in this Indenture (as to which the Trustee is entitled to rely exclusively on Officers' Certificates). The requirement to provide any report (or copies thereof) to the Trustee shall be deemed satisfied if such report has been filed with the SEC through the Electronic Data Gathering Analysis and Retrieval (EDGAR) system (or any successor method of filing) or with any equivalent regulatory authority of any jurisdiction where the Tranche A-[●] Exit Notes are listed or if such report is made available on the Ultimate Parent's or the Company's website.

Section 4.07 *Available Information*. For so long as any Tranche A-[●] Exit Notes remain outstanding, the Company shall make available to any Holder of a Tranche A-[●] Exit Note or owner of a beneficial interest in a Global Note, or to any prospective purchasers designated by such Holder or beneficial owner, upon request to such Holder or beneficial owner, and in addition to the information referred to in Section 4.06, the information required to be delivered under paragraph (d)(4) of Rule 144A (as amended from time to time and including any successor provision) unless, at the time of such request, the Company is subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act.

Section 4.08 *Limitations on Incurrence of Additional Indebtedness; Lease Payments*.

(a) ~~The~~ Neither the Parent Guarantors nor the Company will ~~not~~, and they will not cause or permit any of ~~its~~ the Restricted Subsidiaries to, directly or indirectly, incur any Indebtedness (including Acquired Indebtedness) or issue any Disqualified Capital Stock, and the Parent Guarantors and the Company will not cause or permit any of the Restricted Subsidiaries to issue any Preferred Stock, except that the Parent Guarantors, the Company

and ~~its~~the Restricted Subsidiaries may incur Indebtedness or issue any Disqualified Capital Stock and any Restricted Subsidiary may issue any Preferred Stock, if, at the time of and immediately after giving pro forma effect to the incurrence or issuance thereof and the application of the net proceeds therefrom, the Fixed Charge Coverage Ratio (determined on a pro forma basis after giving effect to such incurrence or issuance as if such incurrence or issuance had occurred on the first day of the period for which the Fixed Charge Coverage Ratio is determined, assuming in the case of the issuance of Disqualified Capital Stock or Preferred Stock, the making of dividends thereunder at the highest possible rate provided pursuant to the terms thereof) shall be equal to or greater than: (i) from the Issue Date to, and including, December 31, 2022, 1.0 to 1.0, and (ii) thereafter 1.1 to 1.0.†

(b) Notwithstanding clause (a) above, the Parent Guarantors, the Company and ~~its~~the Restricted Subsidiaries, as applicable, may, at any time, incur the following Indebtedness (“**Permitted Indebtedness**”) in an aggregate principal amount at any one time outstanding not to exceed U.S.\$3,750,000,000 (exclusive of (i) any aircraft or engine lease obligations of the Parent Guarantors, the Company or any of ~~its~~the Restricted Subsidiaries that would be deemed to be Indebtedness after giving effect to IFRS 16 as in effect on the Issue Date, (ii) Indebtedness permitted under Section 4.08(b)(4) and (iii) any Permitted Refinancing Indebtedness incurred under Section 4.08(b)(9)(A) below); *provided, however*, that any Indebtedness that is not Aircraft Indebtedness incurred under Sections 4.08(b)(1) through (3) and (5) through (12) below (other than in connection with any capital expenditures incurred for purposes of aircraft reconfiguration) at any one time outstanding shall not exceed an aggregate principal amount of U.S.\$2,350,000,000:

(1) Indebtedness in respect of the Exit Notes (excluding any Additional Tranche A-1 Exit Notes or Additional Tranche A-2 Exit Notes) and Exit Note Guarantees;

(2) other Indebtedness of the Parent Guarantors, the Company and ~~its~~the Restricted Subsidiaries outstanding on the Issue Date, other than Indebtedness otherwise specified under any clause of this definition of Permitted Indebtedness;

(3) Hedging Obligations entered into by the Parent Guarantors, the Company and ~~its~~the Restricted Subsidiaries for bona fide hedging purposes and not for speculative purposes;

(4) ~~Intercompany~~ Indebtedness between the Parent Guarantors and the Company, between the Parent Guarantors and any Restricted Subsidiaries, between the Company and any Restricted Subsidiaries or between any Restricted Subsidiaries; *provided* that in the event that at any time any such Indebtedness ceases to be held by a Parent Guarantor, the Company or a Restricted Subsidiary, such Indebtedness will be deemed to be incurred by such Parent Guarantor, the Company or the relevant Restricted Subsidiary, as the case may be, and not permitted by this clause (4) at the time such event occurs;†

(5) Indebtedness of the Parent Guarantors, the Company or any of ~~its~~the Restricted Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument (including daylight overdrafts paid in full by the close of business on the day such overdraft was incurred) drawn against insufficient funds in the ordinary

course of business; *provided* that such Indebtedness is extinguished within five Business Days of incurrence;

(6) Indebtedness of the Parent Guarantors, the Company or any of ~~its~~the Restricted Subsidiaries represented by letters of credit for the account of a Parent Guarantor, the Company or any Restricted Subsidiary, as the case may be, in order to provide security for workers' compensation claims, payment obligations in connection with self-insurance or similar requirements in the ordinary course of business;

(7) Indebtedness consisting of letters of credit, banker's acceptances, performance bonds, appeal bonds, surety bonds, customs bonds and other similar bonds and reimbursement obligations incurred by a Parent Guarantor, the Company or any Restricted Subsidiary in the ordinary course of business securing the performance of contractual, franchise or license obligations of a Parent Guarantor, the Company or any Restricted Subsidiary (in each case, other than for an obligation for borrowed money);

(8) Indebtedness of a Parent Guarantor, the Company or any of ~~its~~the Restricted Subsidiaries to the extent the net proceeds thereof are promptly used to redeem the Exit Notes in full or deposited to defease or discharge the Exit Notes, in each case in accordance with the Indenture;

(9) Permitted Refinancing Indebtedness in respect of:

(A) Indebtedness (other than Indebtedness owed to a Parent Guarantor, the Company or any Subsidiary of ~~the Company~~a Parent Guarantor) incurred pursuant to clause (a) above (it being understood that no Indebtedness outstanding on the Issue Date is incurred pursuant to such Section 4.08(a)); or

(B) ~~Indebtedness~~ Indebtedness incurred pursuant to Section 4.08(b)(1), Section 4.08(b)(2), Section 4.08(b)(9), ~~Section 4.08(b)(11B)~~ and Section 4.08(b)(12) (excluding Indebtedness owed to a Parent Guarantor, the Company or a Subsidiary of ~~the Company~~a Parent Guarantor);~~;~~

(10) Indebtedness arising from agreements of a Parent Guarantor, the Company or a Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred in connection with the disposition of any business, assets or Restricted Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Restricted Subsidiary for the purpose of financing such acquisition; *provided* that the maximum aggregate liability in respect of all such Indebtedness will at no time exceed the gross proceeds actually received by a Parent Guarantor, the Company and the applicable Restricted Subsidiary in connection with such disposition;

(11) ~~the~~ the guarantee by a Parent Guarantor, the Company or any Guarantor of Indebtedness of a Parent Guarantor, the Company or a Restricted Subsidiary of a

Parent Guarantor or the Company that was permitted to be incurred by another provision of this covenant;}

(12) Acquired Indebtedness, *provided* that after giving effect to the incurrence thereof, neither a Parent Guarantor, the Issuer nor any of ~~its~~the Restricted Subsidiaries shall be required to guarantee any obligations in connection with such Acquired Indebtedness and the Capital Stock of the Restricted Subsidiary that has incurred such Acquired Indebtedness (or the ultimate parent entity of such Restricted Subsidiary) shall have become subject to a Lien in favor of the Collateral Trustee that is subject to the Collateral Trust Agreement; and

(13) ~~[in addition to Indebtedness referred to in Section 4.08(b)(1) through (12),~~ Indebtedness incurred by LifeMiles in an aggregate principal amount at any one time outstanding not to exceed U.S.\$410,000,000 (or the equivalent in other currencies) and any Permitted LifeMiles Refinancing Indebtedness in respect thereof.}; provided that if any such Indebtedness is provided by any Permitted Holder, any Affiliate of any Permitted Holder or any other Affiliate of the Ultimate Parent, the terms of such Indebtedness shall, in any event, be no more favorable to the lenders or providers thereof than the terms of the Indebtedness of LifeMiles as in effect on the Issue Date.

(c) In the event that an item of Indebtedness meets the criteria of clause (a) or (b) above or more than one of the categories of Permitted Indebtedness described in clauses (1) through (13) of clause (b) above, the Company may, in its sole discretion, divide and classify (or at any time reclassify) such item of Indebtedness in any manner that complies with this Section 4.08. Indebtedness permitted by this Section 4.08 need not be permitted solely by reference to one provision permitting such Indebtedness, but may be permitted in part by such provision and in part by one or more other provisions of this Section 4.08 permitting such Indebtedness.

(d) ~~(e) The~~Neither a Parent Guarantor nor the Company shall ~~not, nor~~and they shall ~~it~~not permit any of ~~its~~the Restricted Subsidiaries to, incur any direct or indirect obligation to make aircraft and engine lease rental payments (excluding (i) any “supplemental rents” or other similar terms that may be payable with respect to financing any capital expenditures for purposes of aircraft densification and (ii) any obligations relating to operating leases in respect of up to three 787-9 aircraft in respect of which: (A) a Person other than a Parent Guarantor, the Company or any of ~~its~~the Restricted Subsidiaries (any such Person an “Unaffiliated Lessee”) has agreed to make any payments thereunder, directly or indirectly, and (B) neither a Parent Guarantor, the Company nor any of ~~its~~the Restricted Subsidiaries have an obligation to make any lease payments thereunder, provided that any obligation to use reasonable best efforts to enforce the Unaffiliated Lessee’s obligations upon non-payment by the Unaffiliated Lessee shall not be deemed to be an obligation to make any lease payments by a Parent Guarantor, the Company or any of ~~its~~the Restricted ~~Affiliates~~Subsidiaries) in an aggregate amount exceeding (i) prior to January 1, 2026, U.S.\$480,000,000 in the aggregate during each calendar year, and (ii) on or after January 1, 2026, an aggregate amount during each calendar year exceeding 110% of the estimated annual aircraft and lease payments set forth in the V2.0 Plan.

Section 4.09 *Limitation on Transactions with Affiliates.* ~~The~~ Neither a Parent Guarantor nor the Company shall ~~not~~, ~~nor~~ and they shall ~~not~~ permit any of ~~its~~ their Restricted Subsidiaries to, enter into any transaction (including the purchase, sale, lease or exchange of any property, employee compensation arrangements or the rendering of any service) involving aggregate consideration in excess of U.S.\$~~[5,000,000]~~ with, or for the benefit of, any Affiliate of the Company Ultimate Parent, other than a Parent Guarantor, the Company or ~~its~~ their Restricted Subsidiaries (an “Affiliate Transaction”), unless (a) such Affiliate Transaction is a Permitted Affiliate Transaction or (b) the terms of the Affiliate Transaction (other than a Strategic Investment) are conducted in the ordinary course of business and substantially as favorable to such Parent Guarantor, the Company or such Subsidiary as those that could be obtained at the time of the Affiliate Transaction in arm’s length dealings with a Person who is not an Affiliate and the Company delivers to the Trustee (i) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration more than U.S.\$~~[10,000,000]~~, an Officers’ Certificate certifying that such Affiliate Transaction or series of related Affiliate Transactions complies with this Section 4.09(b), and (ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of U.S.\$~~[25,000,000]~~, an Officers’ Certificate certifying that such Affiliate Transaction or series of related Affiliate Transactions complies with this Section 4.09(b) in the opinion of an Approved Appraisal Firm, as evidenced by a written report or opinion attached to such Officers’ Certificate.}]

Section 4.10 *Repurchase of Tranche A-[●] Exit Notes upon a Change of Control.* Not later than 30 days following a Rating Decline that results from a Change of Control, the Company will make an Offer to Purchase (an “Offer to Purchase”) all outstanding Tranche A-[●] Exit Notes at a purchase price equal to 101% of the principal amount plus accrued interest up to, but not including the date of purchase.

An “Offer to Purchase” must be made by written offer, which will specify the purchase price. The offer must specify an expiration date (the “**expiration date**”) not less than 30 days or more than 60 days after the date of the offer and a settlement date for the purchase (the “**purchase date**”) not more than five Business Days after the expiration date. The offer must include information required by the Securities Act, Exchange Act or any other applicable laws. The offer will also contain instructions and materials necessary to enable Holders to tender Tranche A-[●] Exit Notes pursuant to the offer.

A Holder may tender all or any portion of its Tranche A-[●] Exit Notes pursuant to an Offer to Purchase, subject to the requirement that any portion of a Tranche A-[●] Exit Note tendered must be in a denomination of U.S.\$1,000 or an integral multiple of U.S.\$1.00 principal amount in excess thereof. Holders are entitled to withdraw Tranche A-[●] Exit Notes tendered up to the close of business on the expiration date. On the purchase date the purchase price will become due and payable on each Tranche A-[●] Exit Note accepted for purchase pursuant to the Offer to Purchase, and interest on Tranche A-[●] Exit Notes purchased will cease to accrue on and after the purchase date.

The Company will comply with Rule 14e-1 under the Exchange Act (to the extent applicable) and all other applicable laws in making any Offer to Purchase, and the above procedures will be deemed modified as necessary to permit such compliance.

Section 4.11 *After-Acquired Property.*

(a) ~~If intellectual property~~ of the type that is ~~intended to be~~ Collateral⁴² on the Issue Date or required to become Collateral pursuant to Section 4.13 is acquired by the Issuer or a Guarantor (including intellectual property of a Person that becomes a new Guarantor) that is not automatically subject to a perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) security interest under the Collateral Documents, then ~~once per calendar year, to the extent applicable, on each June 30 and December 31 of each fiscal year starting on June 30, 2022,~~ the Issuer or such Guarantor shall (i) provide a Lien over such property substantially consistent with the Liens granted over similar property on the Issue Date or required to be granted thereafter pursuant to Section 4.13 in the applicable jurisdiction (or in the case of any jurisdiction where no Liens were previously granted, to the extent customary and reasonably achievable under applicable local law) in favor of the Collateral Trustee and (ii) execute and deliver such Collateral Documents as shall be necessary to vest in the Collateral Trustee a perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) security interest in such intellectual property and to have such intellectual property (but subject to the limitations set forth in the Collateral Documents) added to the Collateral, and thereupon all provisions of this Indenture relating to the Collateral shall be deemed to relate to such intellectual property, and deliver certificates and Opinions of Counsel consistent with the ones delivered in the applicable jurisdiction in connection with other Collateral Documents or in the case of any jurisdiction where no Liens were previously granted, such certificates and Opinions of Counsel are customary in such jurisdictions.}

(b) ~~If any aircraft are acquired by the Issuer or its Subsidiaries that are unencumbered, or if the Issuer or its Subsidiaries acquire any aircraft subject to a financing arrangement that provides for the payment of the residual value (after payment in full of any applicable ECA counterparties or other lenders or financing sources and other parties entitled to payments under such ECA or other financing arrangements), then, in either case, if such aircraft are~~ other property or assets (other than Excluded Assets) are held or acquired by any Issuer or a Guarantor that is not automatically subject to a perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) security interest under the Collateral Documents, ~~then~~ the Issuer shall, or shall cause such Subsidiary to, promptly ~~or such Guarantor shall, on each June 30 and December 31 of each fiscal year starting on June 30, 2022,~~ (i) provide a Lien over such ~~aircraft or residual value~~ property substantially consistent with the Liens granted over similar property on the Issue Date or pursuant to Section 4.13 in the applicable jurisdiction (or in the case of any jurisdiction where no Liens were previously granted, to the extent customary and reasonably achievable under applicable local law) in favor of the Collateral Trustee and (ii) execute and deliver such Collateral Documents as shall be necessary to vest in the Collateral Trustee a perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) security interest in such ~~aircraft or residual value~~ property and to have such ~~aircraft or residual~~

⁴² ~~NTD: Not all IP will constitute collateral.~~

~~value~~property (but subject to the limitations set forth in the Collateral Documents) added to the Collateral, and thereupon all provisions of this Indenture relating to the Collateral shall be deemed to relate to such ~~aircraft or residual value~~property or assets, and deliver certificates and Opinions of Counsel consistent with the ones delivered in the applicable jurisdiction in connection with other Collateral Documents or in the case of any jurisdiction where no Liens were previously granted, such certificates and Opinions of Counsel ~~as~~ are customary in such jurisdictions.

Section 4.12 *Future Guarantors.*

(a) If:

(1) (i) any Restricted Subsidiary of the Issuer that is a Non-Guarantor Subsidiary incurs Indebtedness, Disqualified Capital Stock or Preferred Stock in an amount greater than U.S.\$50,000,000 (or the equivalent in other currencies, and, in the case of Preferred Stock, based solely on the liquidation preference thereof as such amount), (ii) any Restricted Subsidiary of the Issuer that is a Non-Guarantor Subsidiary guarantees any Indebtedness or Disqualified Capital Stock of the Issuer or any Parent Guarantor or any Indebtedness, Disqualified Capital Stock or Preferred Stock of any Restricted Subsidiary in an amount greater than U.S.\$50,000,000 (or the equivalent in other currencies, and, in the case of Preferred Stock, based solely on the liquidation preference thereof as such amount), or (iii) the Issuer determines in good faith that any Non-Guarantor Subsidiary (including any newly acquired or formed Subsidiary) has become a Significant Subsidiary (including as a result of a Revocation) based on the most recent consolidated financial statements of the Ultimate Parent provided to the Trustee pursuant to Section 4.06 (or required to be provided thereunder), then the Issuer will cause such Restricted Subsidiary to execute and deliver to the Trustee a supplemental indenture, promptly and in any event within ninety (90) days the applicable fiscal quarter (or one hundred twenty (120) days after a fiscal year in the case of the last fiscal quarter of each fiscal year), pursuant to which such Restricted Subsidiary shall unconditionally guarantee the Tranche A-[●] Exit Notes pursuant to one or more Tranche A-[●] Exit Note Guarantees, together with an Officers' Certificate and Opinion of Counsel; or

(2) ~~(a) If~~ any Restricted Subsidiary of the ~~Company~~ Issuer that is ~~not~~ a ~~Guarantor~~ Non-Guarantor Subsidiary acquires any asset that now or hereafter would be Collateral (including any intellectual property) if owned by the Issuer or a Guarantor on the Issue Date or after the ~~Issuer~~ Issue Date pursuant to Section 4.13, ~~or if any Restricted Subsidiary (including any newly acquired or formed Subsidiary) of the Company that is not then a Guarantor is or becomes a Significant Subsidiary (including as a result of a Revocation),~~ then the Issuer will cause such Restricted Subsidiary to unconditionally guarantee the Tranche A-[●] Exit Notes pursuant to one or more Tranche A-[●] Exit Note Guarantees and to execute such Collateral Documents as are necessary or desirable to grant a first priority perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) Lien on such assets for the benefit of the Collateral Trustee consistent with the ones delivered in the applicable jurisdiction in connection with other Collateral Documents or in the case of any jurisdiction where no Liens were previously granted, ~~such certificates and Opinions~~ together

with an Officers' Certificate and Opinion of Counsel ~~are customary in such jurisdictions;~~

provided, however, that (A) no Significant Subsidiary shall be required to become a Guarantor or be required to execute any supplemental indenture if the execution or enforcement of such supplemental indenture and the resultant Tranche A-[●] Exit Note Guarantees thereunder is prohibited by, or in violation of, any provision of any agreement to which it is party existing at the time of such acquisition or creation or becoming a Significant Subsidiary, as applicable; and (B) if the Issuer determines in good faith that the total assets of all Non-Guarantor Subsidiaries (measured on a combined basis) as of the last day of each fiscal quarter is greater than 20.0% of the Ultimate Parent's consolidated total assets based on the most recent consolidated financial statements of the Ultimate Parent provided to the Trustee pursuant to Section 4.06 (or required to be provided thereunder), then the Issuer will cause one or more Restricted Subsidiaries to execute and deliver to the Trustee supplemental indentures as necessary for the total assets of all Guarantors (measured on a combined basis) as of the last day of such fiscal quarter to represent at least 80.0% of the Ultimate Parent's consolidated total assets, pursuant to which such Restricted Subsidiaries shall unconditionally guarantee the Tranche A-[●] Exit Notes pursuant to one or more Tranche A-[●] Exit Note Guarantees, together with an Officers' Certificate and Opinion of Counsel.

(b) The Ultimate Parent shall not be permitted to own any Subsidiary, other than the Issuer and the Subsidiaries of the Issuer, unless at the time such Subsidiary becomes a Subsidiary of the Ultimate Parent, such Subsidiary shall (i) own, directly or indirectly, 100% of the Voting Stock of the Issuer, (ii) have unconditionally guaranteed the Tranche A-[●] Exit Notes pursuant to one or more Tranche A-[●] Exit Note Guarantees and (iii) have executed such Collateral Documents as are necessary or desirable to grant a first priority perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) Lien on its assets for the benefit of the Collateral Trustee consistent with the ones delivered in the applicable jurisdiction in connection with other Collateral Documents or in the case of any jurisdiction where no Liens were previously granted, together with an Officers' Certificate and Opinion of Counsel.

(c) ~~(b)~~ Notwithstanding the foregoing, the Tranche A-[●] Exit Note Guarantees shall be limited to the maximum amount that would not render the Guarantors' respective obligations subject to avoidance under applicable fraudulent conveyance laws.

(d) ~~(e)~~ Each Tranche A-[●] Exit Note Guarantee shall be released in accordance with Section 10.09.

Section 4.13 *Post-Closing Obligations.*

(a) ~~{~~ The Ultimate Parent and the Issuer shall, and shall cause the Restricted Subsidiaries, to complete the actions set forth in Schedule 4.13 within the time ~~period~~ periods set forth therein (or such longer periods agreed by the Collateral ~~Agent~~ Trustee in its reasonable discretion; provided that the Collateral Trustee may not agree to extend any such period to

be more than twice¹⁵ as long as the original length of such period as set forth in Schedule 4.13 prior to giving effect to any such extension).}]

Section 4.14 *Further Assurances; Control Agreements.*

(a) The Issuer and Guarantors shall, at their sole expense, do all acts which may be reasonably necessary to confirm that the Collateral Trustee hold, ~~{for the benefit of the Collateral Trustee and the Holders}~~⁴³ Secured Parties, duly created, enforceable and perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) first-priority Liens on the Collateral. The Issuer and Guarantors shall, at their sole expense, execute, acknowledge and deliver such documents and instruments and take such other actions which may be necessary to assure, perfect, transfer and confirm the rights conveyed by the Collateral Documents, to the extent permitted by applicable law.

(b) ~~{~~The Issuer and each Guarantor shall maintain its cash and Cash Equivalents in accounts subject to a deposit account control agreements or securities account control agreement in form and substance reasonably satisfactory to the Collateral Trustee ~~(, other than any Excluded Accounts and other than accounts containing cash and Cash Equivalents in the aggregate not in excess of the greater of: (i) U.S.\$125,000,000) and (ii) 25~~15% of the ~~Company's~~Ultimate Parent's consolidated cash position (as shown on the ~~Company's~~Ultimate Parent's most recent balance sheet or in the notes thereto).~~}~~

Section 4.15 *No Impairment of the Security Interests.* Except as otherwise permitted under this Indenture (including, for the avoidance of doubt, pursuant to a transaction otherwise permitted by this Indenture), any Collateral Trust Agreement and the Collateral Documents, none of the Company nor any of the Guarantors shall be permitted to take any action, or knowingly omit to take any action, which action or omission would have the result of materially impairing the security interest with respect to the Collateral for the benefit of the Trustee, the Collateral Trustee and the Holders of the Tranche A-~~[●]~~ Exit Notes.

Section 4.16 *Maintenance of IP Pledge.* ~~{On an annual basis each June 30 and December 31 of each fiscal year starting on June 30, 2022,~~ each of the Issuer or Guarantor shall, at its sole cost and expense, maintain, protect and enforce the IP Pledge (including any intellectual property included therein pursuant to Section 4.11(a)) and shall not permit such IP Pledge to lapse or become abandoned, and not license any such IP Pledge other than licenses entered into, or incidental to, the ordinary course of business.~~}~~⁴⁴

Section 4.17 *Ratings.* The ~~Issuer~~Ultimate Parent shall cooperate with the applicable Rating Agencies to obtain a corporate family and/or corporate credit rating from two of the Rating Agencies and shall use commercially reasonable efforts to cause the Issuer to be

¹⁵ NTD: Acceptable subject to agreement by noteholders of proposed terms for post-closing schedules.

~~⁴³ NTD: Subject to terms of the Collateral Trust Agreement, to be replaced with Secured Parties as defined in the Collateral Trust Agreement.~~

~~⁴⁴ NTD: De minimis carve out and periodic bring downs TBD. Please note that the term of the notes is significantly longer than that of the DIP; therefore, it will be necessary to include periodic bringdowns; otherwise it would be significantly onerous for the Company.~~

continuously rated by such Rating Agencies but shall not be required to obtain any specific rating.

Section 4.18 *Liquidity*. The ~~Issuer~~Ultimate Parent will not permit the aggregate amount of Liquidity to be less than U.S.\$400,000,000 at the end of any Business Day following the Issue Date.

Section 4.19 *Limitations on Restricted Payments*.

(a) ~~The~~Neither any Parent Guarantor nor the Company ~~will not~~shall, and ~~will they shall~~ not cause or permit any of ~~its~~the Restricted Subsidiaries to, directly or indirectly, take any of the following actions (each, a “**Restricted Payment**”):

(1) declare or pay any dividend or return of capital or make any distribution on or in respect of shares of Capital Stock of such Parent Guarantor, the Company or any Restricted Subsidiary to holders of such Capital Stock, other than:

(A) dividends or distributions payable in Qualified Capital Stock of the ~~Company~~Ultimate Parent;

(B) ~~{~~dividends or distributions payable to a Parent Guarantor, the Company and/or a Restricted Subsidiary~~}~~⁴⁵; or

(C) dividends, distributions or returns of capital made on a pro rata basis to such Parent Guarantor, the Company ~~and its~~or the Restricted Subsidiaries, on the one hand, and minority holders of Capital Stock of a Restricted Subsidiary, on the other hand (or on a less than pro rata basis to any minority holder);

(2) ~~{~~purchase, redeem or otherwise acquire or retire for value any Capital Stock of a Parent Guarantor or the Company held by Persons other than a Parent Guarantor, the Company or any of ~~its~~the Restricted Subsidiaries~~}~~;

(3) make any principal payment on, purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, as the case may be, any Subordinated Indebtedness; or

(4) make any Investment (other than Permitted Investments)~~{~~;

~~{~~if at the time of the Restricted Payment and immediately after giving *pro forma* effect thereto:

(A) a Default or an Event of Default has occurred and is continuing;

(B) the Company is not able to incur at least U.S.\$1.00 of additional Indebtedness pursuant to Section 4.08(a); or

⁴⁵ ~~NTD: Not customary to limit payments other than within restricted group, regardless of guarantor status.~~

(C) the aggregate amount (the amount expended for these purposes, if other than in cash, being the Fair Market Value of the relevant property) of the proposed Restricted Payment and all other Restricted Payments made subsequent to the Issue Date up to the date thereof will exceed the sum of:

~~(A) 100% of from the Issue Date to the end of the most recent fiscal quarter for which consolidated financial information for the Company is available; less~~

~~(B) 150% of Consolidated Interest Expense of the Company from the Issue Date to the end of the most recent fiscal quarter for which consolidated financial information for the Company is available.]⁴⁶~~

(1) 50% of Consolidated Net Income for the period (taken as one accounting period) commencing on the first day of the fiscal quarter in which the Issue Date occurs to and including the last day of the first full fiscal quarter ended immediately prior to the date of such Restricted Payment for which consolidated financial statements are available (or, in case such Consolidated Net Income is a deficit, minus 100% of such deficit); plus

(2) 100% of the aggregate net cash proceeds or Fair Market Value of assets received by the Ultimate Parent subsequent to the Issue Date as a contribution to its common equity capital or from the issue or sale of Capital Stock (other than Disqualified Capital Stock) of the Ultimate Parent or from the issue or sale of convertible or exchangeable Disqualified Capital Stock or convertible or exchangeable debt securities of the Ultimate Parent that have been converted into or exchanged for such Capital Stock (other than Capital Stock (or Disqualified Capital Stock or convertible or exchangeable debt securities) sold to a Subsidiary of the Ultimate Parent); plus

(3) to the extent that any Investment (other than a Permitted Investment) that was made under this clause (C) after the Issue Date is sold or otherwise liquidated or repaid (other than to a Parent Guarantor, the Issuer or a Restricted Subsidiary), the amount of cash received by any Parent Guarantor, the Issuer or any Restricted Subsidiary in respect of such sale, liquidation or disposition or the Fair Market Value of property received by such Parent Guarantor, the Issuer or any Restricted Subsidiary in respect of such sale, liquidation or disposition (in each case, less the cost of disposition, liquidation or repayment, if any, paid or to be paid by such Parent Guarantor, the Issuer or any Restricted Subsidiary); plus

⁴⁶~~NTD: Builder basket construct is standard for HY bonds (including in the LatAm space).~~

(4) to the extent that any Unrestricted Subsidiary designated as such after the Issue Date is redesignated as a Restricted Subsidiary or is merged with or consolidated into a Parent Guarantor, the Issuer or a Restricted Subsidiary after the Issue Date, the lesser of (i) the Fair Market Value of such Parent Guarantor's or the Issuer's Investment in such Subsidiary as of the date of such redesignation or merger or consolidation or (ii) such Fair Market Value as of the date on which such Subsidiary was originally designated as an Unrestricted Subsidiary after the Issue Date; plus

(5) 100% of any dividends or distributions received by a Parent Guarantor, the Issuer or a Restricted Subsidiary after the Issue Date from an Unrestricted Subsidiary or unconsolidated investee of such Parent Guarantor, the Issuer to the extent such dividends or distributions were not included in the calculation of Consolidated Net Income; plus

(6) the amount of cash received by a Parent Guarantor, the Issuer or a Restricted Subsidiary as repayment of loans which constitute Investments (other than Permitted Investments) made under this clause (C) after the Issue Date by a Parent Guarantor, the Issuer or a Restricted Subsidiary or the value of Guarantees made under this clause (C) after the Issue Date by a Parent Guarantor, the Issuer or a Restricted Subsidiary which constituted Investments (other than Permitted Investments) that have been released in full.

(b) Notwithstanding Section 4.19(a), this Section 4.19 does not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration of such dividend if the dividend would have been permitted on the date of declaration pursuant to this Section 4.19;

(2) the acquisition of any shares of Capital Stock of the ~~Company~~Ultimate Parent,

(A) in exchange for Qualified Capital Stock of the ~~Company~~Ultimate Parent; or

(B) through the application of the net cash proceeds received by the ~~Company~~Ultimate Parent from a substantially concurrent sale of Qualified Capital Stock of the ~~Company~~Ultimate Parent or a contribution to the equity capital of the ~~Company~~Ultimate Parent not representing an interest in Disqualified Capital Stock, in each case not received from a Subsidiary of the ~~Company~~Ultimate Parent;

(3) ~~t~~he acquisition of any shares of Capital Stock of Aerovías del Continente Americano S.A. Avianca pursuant to the share buy-back program in existence as of

the Issue Date,} in an amount not to exceed U.S.\$1,000,000 for all such repurchases during any fiscal year,

(4) the voluntary prepayment, purchase, defeasance, redemption or other acquisition or retirement for value of any Subordinated Indebtedness solely in exchange for, or through the application of net cash proceeds of a substantially concurrent sale, other than to a Subsidiary of the ~~Company~~Ultimate Parent, of:

(A) Qualified Capital Stock of the ~~Company~~Ultimate Parent;
or

(B) Permitted Refinancing Indebtedness for such Subordinated Indebtedness;

(5) ~~repurchases by the Company~~Ultimate Parent of Capital Stock of the ~~Company~~Ultimate Parent or options, warrants or other securities exercisable or convertible into Capital Stock of the ~~Company~~Ultimate Parent from employees or directors of the Ultimate Parent, the Company or any of ~~its~~their Subsidiaries or their authorized representatives upon the death, disability or termination of employment or directorship of the employees or directors in an amount not to exceed U.S.\$~~10,000,000~~10,000,000 for all such repurchases during any fiscal year;}

(6) the repurchase of any Subordinated Indebtedness at a purchase price not greater than 101% of the principal amount thereof in the event of a change of control pursuant to a provision no more favorable to the holders thereof than Section 4.10 hereof; *provided* that, prior to the repurchase the Company has made an Offer to Purchase and repurchased all Tranche A-[●] Notes issued under this Indenture that were validly tendered for payment in connection with such offer to purchase;

(7) ~~repurchases of Capital Stock deemed to occur upon the exercise of stock options if the Capital Stock represent~~represents all or a portion of the exercise price thereof (or related withholding taxes), and Restricted Payments by the ~~Company~~Ultimate Parent to allow the payment of cash in lieu of the issuance of fractional shares upon the exercise of options or warrants or upon the conversion or exchange of Capital Stock of the ~~Company;~~Ultimate Parent;

(8) ~~if no Default or Event of Default has occurred and is continuing, the declaration and payment of dividends to holders of any class or series of Disqualified Capital Stock of a Parent Guarantor, the Company or any Restricted Subsidiary or Preferred Stock of any Restricted Subsidiary issued in accordance with Section 4.08(a) to the extent such payment of any redemption price or liquidation value of any such Disqualified Stock or Preferred Stock is made when due in accordance with its terms; and}~~

(9) if no Default or Event of Default has occurred and is continuing or would exist after giving *pro forma* effect thereto, Restricted Payments in an amount which, when taken together with all Restricted Payments made pursuant to this clause (ix), does not exceed U.S.\$~~1,000,000~~25,000,000 (or the equivalent in other currencies).

In determining the aggregate amount of Restricted Payments made subsequent to the Issue Date, amounts expended pursuant to Section 4.19(b)(1) (without duplication for the declaration of the relevant dividend) and Section 4.19(b)(4) will be included in such calculation and amounts expended pursuant to Section 4.19(b)(2), Section 4.19(b)(3), Section 4.19(b)(5), Section 4.19(b)(6), Section 4.19(b)(7) and Section 4.19(b)(8) will not be included in such calculation.

The amount of any Restricted Payments not in cash will be the Fair Market Value on the date of such Restricted Payment of the property, assets or securities proposed to be paid, transferred or issued by the applicable Parent Guarantor, the Company or the relevant Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment.

Section 4.20 *Limitations on Designation of Unrestricted Subsidiaries.*

(a) The ~~Company~~ Ultimate Parent may designate after the Issue Date any Subsidiary of the Company as an “Unrestricted Subsidiary” under this Indenture (a “**Designation**”) only if:

(1) no Default or Event of Default has occurred and is continuing at the time of or after giving effect to such Designation;

(2) the Company could incur U.S.\$1.00 of additional Indebtedness pursuant to Section 4.08(a), on a pro forma basis taking into account such designation;

(3) the Company would be permitted to make an Investment at the time of Designation (assuming the effectiveness of such Designation and treating such Designation as an Investment at the time of Designation) as a Restricted Payment pursuant to Section 4.19(a) in an amount (the “**Designation Amount**”) equal to the Fair Market Value of the amount of the Company’s Investment in such Subsidiary on such date; ~~and~~ provided, that with respect to a Designation involving an amount in excess of U.S.\$25,000,000, such Fair Market Value as confirmed by an Approved Appraisal Firm, as evidenced by a written report or opinion attached to an Officers’ Certificate;

(4) such designation is reasonably and in good faith determined by an Officer of the Issuer to promote or significantly benefit the operational businesses of the Issuer and the Restricted Subsidiaries on the date of such designation; and

(5) ~~(4)~~ such designation is otherwise consistent with the requirements set forth in the definition of “Unrestricted Subsidiary”.

(b) Neither any Parent Guarantor, the Company nor any Restricted Subsidiary will at any time, except as permitted by Section 4.08 and Section 4.19:

(1) provide credit support for, subject any of its property or assets (other than the Capital Stock of any Unrestricted Subsidiary) to the satisfaction of, or Guarantee, any Indebtedness of any Unrestricted Subsidiary (including any undertaking, agreement or instrument evidencing such Indebtedness);

(2) be directly or indirectly liable for any Indebtedness of any Unrestricted Subsidiary; or

(3) be directly or indirectly liable for any Indebtedness which provides that the holder thereof may (upon notice, lapse of time or both) declare a default thereon or cause the payment thereof to be accelerated or payable prior to its final scheduled maturity upon the occurrence of a default with respect to any Indebtedness of any Unrestricted Subsidiary, except for any non-recourse Guarantee given solely to support the pledge by a Parent Guarantor, the Company or any Restricted Subsidiary of the Capital Stock of any Unrestricted Subsidiary.

(c) The ~~Company~~Ultimate Parent may revoke any Designation of a Subsidiary as an Unrestricted Subsidiary (a “**Revocation**”) only if:

(1) no Default or Event of Default has occurred and is continuing at the time of and after giving effect to such Revocation; and

(2) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately following such Revocation would, if incurred at such time, have been permitted to be incurred for all purposes of the Indenture.

(d) Upon a Restricted Subsidiary becoming an Unrestricted Subsidiary,

(1) all existing Investments of the Parent Guarantors, the Company, and the Restricted Subsidiaries therein (valued at the Parent Guarantors’, the Company’s or the Restricted Subsidiary’s proportional share of the Fair Market Value of its assets less liabilities) will be deemed made at that time;

(2) all existing Capital Stock or Indebtedness of ~~the Company~~any Parent Guarantor or a Restricted Subsidiary held by it will be deemed incurred at that time, and all Liens on property of ~~the Company~~any Parent Guarantor or a Restricted Subsidiary held by it will be deemed incurred at that time;

(3) all existing transactions between it and the Parent Guarantors, the Company or any Restricted Subsidiary will be deemed entered into at that time;

(4) it is released at that time from its Tranche A-[●] Exit Note Guarantee, if any; and

(5) it will cease to be subject to the provisions of this Indenture as a Restricted Subsidiary.

(e) Upon an Unrestricted Subsidiary becoming, or being deemed to become, a Restricted Subsidiary,

(1) all of its Indebtedness~~and~~, Disqualified Capital Stock ~~for~~and, to the extent applicable, Preferred Stock~~}]~~ will be deemed incurred at that time for purposes of Section 4.08;

- (2) Investments therein previously charged under Section 4.19 will be credited thereunder;
- (3) may be required to issue a guarantee; and
- (4) it will thenceforward be subject to the provisions of this Indenture as a Restricted Subsidiary.

(f) The Designation of a Subsidiary of the Company as an Unrestricted Subsidiary will be deemed to include the Designation of all of the Subsidiaries of such Subsidiary. All Designations and Revocations must be evidenced by board resolutions of the Company's (or to the extent applicable, the Ultimate Parent's) board of directors and an Officers' Certificate delivered to the Trustee certifying compliance with the preceding provisions.

Section 4.21 *Limitation on Liens.* ~~The~~Neither any Parent Guarantor nor the Company shall ~~not~~, and they shall not cause or permit any of ~~its~~the Restricted Subsidiaries to, directly or indirectly, incur any Liens of any kind (except for Permitted Liens) against or upon any of their respective properties or assets, whether owned on the Issue Date or acquired after the Issue Date, or any proceeds therefrom~~[, to secure any Indebtedness, unless contemporaneously therewith an effective provision is made to secure the Tranche A [●] Exit Notes, the Tranche A [●] Exit Note Guarantees and all other amounts due under this Indenture equally and ratably with such Indebtedness (or, in the event that such ●] Exit Notes or the Tranche A [●] Exit Note Guarantees prior to such Indebtedness) with a Lien on the same properties and assets securing such Indebtedness for so long as such Indebtedness is secured by such Lien]~~⁴⁷.

Section 4.22 *Limitation on Asset Sales.* ~~The~~Neither any Parent Guarantor nor the Company ~~will not~~shall, and ~~will~~they shall not permit any of ~~its~~the Restricted Subsidiaries to, consummate an Asset Sale unless:

(a) such Parent Guarantor, the Company (or such Restricted Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the Fair Market Value (as determined at the time of contractually agreeing to such Asset Sale) of the assets or Capital Stock issued or sold or otherwise disposed of; and

(b) at least 75% of the consideration received in the Asset Sale, by such Parent Guarantor, the Company or such Restricted Subsidiary is in the form of cash or Cash Equivalents.

For purposes of clause (b) above, the amount of (i) any liabilities (as shown on the Ultimate Parent's, the Company's or the applicable Restricted Subsidiary's most recent balance sheet or in the notes thereto) of such Parent Guarantor, the Company or any Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Exit Notes or the Exit Note Guarantees) that are assumed by the transferee of any such assets or are terminated, cancelled or otherwise cease to be obligations of such Parent Guarantor or the Company in connection with such Asset Sale and, in each case from which such Parent Guarantor, the

⁴⁷ NTD: Deletion under review.

Company and all Restricted Subsidiaries have been validly released by all creditors in writing, (ii) any securities or other obligations or assets received by such Parent Guarantor, the Company or such Restricted Subsidiary from such transferee that are converted by such Parent Guarantor, the Company or Restricted Subsidiary into cash (to the extent of the cash received) within 180 days following the closing of such Asset Sale and (iii) any asset described in clause (c) below shall be deemed to be cash for purposes of this Section 4.22.

Within 365 days after the receipt of any net proceeds from an Asset Sale, the applicable Parent Guarantor or the Company (or, if applicable, the Restricted Subsidiary) may apply those net proceeds at its option in one or more of the following manners:

(a) [Reserved];

(b) ~~(a)~~ to reduce ~~Future-Pari-Passu~~Additional Secured ~~Indebtedness~~Debt Facilities (other than obligations under the Exit Notes or the Exit Note Guarantees); *provided* that if the Company or any Guarantor shall so reduce ~~Future-Pari-Passu~~Additional Secured ~~Indebtedness~~Debt Facilities, the Company or such Guarantor shall equally and ratably reduce Obligations under the Exit Notes by, at their option (i) redeeming Tranche A-[●] Exit Notes as provided under Section 3.01, (ii) purchasing Tranche A-[●] Exit Notes through open-market purchases or (iii) by making an offer (in accordance with the procedures set forth herein for an Asset Sale Offer) to all holders of the Tranche A-[●] Exit Notes to purchase their Tranche A-[●] Exit Notes at a purchase price equal to 100% of the principal amount thereof, *plus* the amount of accrued but unpaid interest, if any, on the principal amount of Tranche A-[●] Exit Notes to be repurchased to the date of repurchase;

(c) ~~(b)~~(x) to make capital expenditures or (y) to purchase or make an Investment otherwise permitted under this Indenture in (A) any one or more businesses; *provided* that such Investment in any business is in the form of the acquisition of Capital Stock and it results in such Parent Guarantor, the Company or a Restricted Subsidiary owning an amount of the Capital Stock of such business such that such business constitutes a Restricted Subsidiary, (B) properties, or (C) any other assets that, in each of (A), (B) and (C), replace the businesses, properties and assets that are the subject of such Asset Sale; *provided* that if, during such 365-day period, such Parent Guarantor, the Company or a Restricted Subsidiary enters into a definitive binding agreement committing it to apply such net proceeds in accordance with the requirements of clause (x) or (y) of this paragraph after such 365th day, such 365-day period will be extended with respect to the amount of net proceeds so committed for a period not to exceed 180 days until such net proceeds are required to be applied in accordance with such agreement (or, if earlier, until termination of such agreement); and/or

(d) ~~(c)~~ any combination of the foregoing;

provided, in the case of clause (b) or (c) above, (i) if an offer to purchase any Indebtedness of such Parent Guarantor, the Company or any Restricted Subsidiary is made, such amount will be deemed repaid to the extent of the amount of such offer, whether or not accepted by the holders of such Indebtedness, and no net proceeds in the amount of such offer will be deemed to exist following such offer, and (ii) if the holder of any Indebtedness of a Restricted Subsidiary of ~~the Company~~such Parent Guarantor declines the repayment of such

Indebtedness owed to it from such net proceeds such amount will be deemed repaid to the extent of the declined net proceeds.

Pending the final application of any net proceeds, [a Parent Guarantor](#), the Company or the applicable Restricted Subsidiary may temporarily reduce revolving credit borrowings or otherwise invest the net proceeds in any manner that is not prohibited by this Indenture. Any net proceeds from an Asset Sale not applied or invested in accordance with the preceding paragraph within the time periods set forth above shall constitute “**Excess Proceeds**.” When the aggregate amount of Excess Proceeds exceeds U.S.\$~~[50,000,000]~~**75,000,000, such Parent Guarantor**, the Company or the applicable Restricted Subsidiary will make an offer (an “**Asset Sale Offer**”) to all holders of the Exit Notes and such other ~~Future-Pari-Passu~~**Additional Secured Indebtedness Debt Facilities** that contain provisions similar to those set forth in this Section 4.22 with respect to offers to purchase with the proceeds of sales of assets to purchase, on a *pro rata* basis, the maximum principal amount of the Exit Notes and such other ~~Future-Pari-Passu~~**Additional Secured Indebtedness Debt Facilities** that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount thereof, *plus* accrued and unpaid interest, if any, to (but not including) the date of purchase, and will be payable in cash.

If any Excess Proceeds remain after consummation of an Asset Sale Offer, [the applicable Parent Guarantor](#), the Company or the applicable Restricted Subsidiary may use those Excess Proceeds for any purpose not otherwise prohibited by this Indenture. If the aggregate principal amount of Notes tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds required to purchase Notes above, the Tranche A-[●] Exit Notes to be purchased will be selected on a *pro rata* basis and in accordance with DTC procedures, as applicable. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds hereunder will be reset at zero. To the extent Excess Proceeds exceed the outstanding aggregate principal amount of the Tranche A-[●] Exit Notes (and, if required by the terms thereof, all Indebtedness that ranks *pari passu* with the Tranche A-[●] Exit Notes), the Company need only make an Asset Sale Offer up to the outstanding aggregate principal amount of [Tranche A-\[●\]](#) Exit Notes (and any such Indebtedness that ranks *pari passu* with the Tranche A-[●] Exit Notes), and any additional Excess Proceeds will not be subject to this Section 4.22 and will be permitted to be used for any purpose otherwise permitted hereunder in the Company’s discretion.

The Company may, at its option, satisfy the foregoing obligations with respect to any net proceeds from an Asset Sale by making an Asset Sale Offer with respect to such net proceeds prior to the date required by this Indenture with respect to all or a part of the net proceeds. An Asset Sale Offer may be made at the same time as consents are solicited with respect to an amendment, supplement or waiver of this Indenture, Tranche A-[●] Exit Notes and/or Exit Note Guarantees. The provisions under this Indenture relative to the Company’s obligations to make an offer to repurchase the Tranche A-[●] Exit Notes as a result of an Asset Sale may be waived or modified with the written consent of the Required Holders.

The [Parent Guarantors, the](#) Company or the applicable Restricted Subsidiary will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Asset Sale Offer. To the extent that

the provisions of any securities laws or regulations conflict with this Section 4.22, the Parent Guarantors, the Company or the applicable Restricted Subsidiary will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 4.22 by virtue of such conflict.

Section 4.23 *Limitation on Dividends and Other Payment Restrictions Affecting Subsidiaries.* ~~The~~Neither the Parent Guarantors nor the Company will ~~not~~, and they will not permit any of ~~its~~the Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any such Restricted Subsidiary to:

(a) pay dividends or make any other distributions on its Capital Stock to the Parent Guarantors, the Company or any of ~~its~~the Restricted Subsidiaries, or pay any Indebtedness owed to the Parent Guarantors, the Company or any of ~~its~~the Restricted Subsidiaries;

(b) make loans or advances to the Parent Guarantors, the Company or any of ~~its~~the Restricted Subsidiaries; or

(c) sell, lease or transfer any of its properties or assets to the Parent Guarantors, the Company or any of ~~its~~the Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(a) contractual encumbrances or restrictions in effect on the Issue Date, including, without limitation, pursuant to Indebtedness in existence on the Issue Date;

(b) this Indenture, the Tranche A-[●] Exit Notes, the Collateral Documents and Exit Note Guarantees;

(c) Finance Lease Obligations, Purchase Money Indebtedness or other obligations permitted under Section 4.08(b) that, in each case, impose restrictions of the nature discussed in clause (c) above in the first paragraph of this Section 4.23 on the property so acquired;

(d) applicable law or any applicable rule, regulation or order;

(e) any agreement or other instrument of a Person acquired by the Parent Guarantors, the Company or any Restricted Subsidiary in existence at the time of such acquisition (but not created in connection therewith or in contemplation thereof or to provide all or a portion of the funds or credit support utilized to consummate such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired;

(f) contracts for the sale of assets (including sale and lease back agreements), including without limitation, customary restrictions with respect to a Restricted Subsidiary pursuant to an agreement that has been entered into for the sale or disposition of the Capital Stock or assets of such Restricted Subsidiary;

(g) secured Indebtedness otherwise permitted to be incurred pursuant to Sections 4.08 and 4.21 that limits the right of the debtor to dispose of the assets securing such Indebtedness;

(h) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business or other restrictions on cash or deposits constituting Permitted Liens;

(i) customary provisions in joint venture agreements and other similar agreements entered into in the ordinary course of business;

(j) customary provisions contained in leases, subleases, licenses, sublicensor asset sale agreements and other agreements;

(k) ~~f~~ other Indebtedness or Preferred Stock, in each case, that is incurred subsequent to the Issue Date pursuant to this Indenture; *provided*, that in the good faith judgment of the board of directors of the [Ultimate Parent or the](#) Company, any such encumbrance or restriction contained in such Indebtedness shall not prohibit (except upon a default or event of default thereunder) the payment of dividends in an amount sufficient, as determined by the board of directors of the [Ultimate Parent or the](#) Company in good faith, to make scheduled cash payments on the Tranche A-[●] Exit Notes when due~~};~~ and

(l) any encumbrances or restrictions of the type referred to in clauses (a), (b) and (c) of the first paragraph above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (k) above; *provided* that the encumbrances or restrictions imposed by such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the board of directors of the [Ultimate Parent or the](#) Company, not materially more restrictive than encumbrances and restrictions contained in such predecessor agreements and do not affect the Company's and the Guarantors' ability, taken as a whole, to make payments of interest and scheduled payments of principal in respect of the Tranche A-[●] Exit Notes, in each case as and when due.

For purposes of determining compliance with this Section 4.23, (1) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock will not be deemed a restriction on the ability to make distributions on Capital Stock and (2) the subordination of loans or advances made to [a Parent Guarantor](#), the Company or a Restricted Subsidiary to other Indebtedness incurred by [a Parent Guarantor](#), the Company or any such Restricted Subsidiary will not be deemed a restriction on the ability to make loans or advances.

Section 4.24 *Loyalty Programs.*

(a) The Issuer agrees to honor (or cause LifeMiles to honor) Currency according to the policies and procedures of the Loyalty Program except to the extent that would not reasonably be expected to cause a Material Adverse Effect;

(b) The Issuer shall take (or cause any of ~~its~~the Restricted Subsidiaries to take) any action permitted that it, in its reasonable business judgment, determines is advisable, in order to diligently and promptly (i) enforce its rights and any remedies available to it under the LifeMiles Agreements, (ii) perform its obligations under the LifeMiles Agreements and (iii) cause the applicable counterparties to perform their obligations under the related LifeMiles Agreements, including such counterparties' obligations to make payments to and indemnify the Issuer (or ~~its~~the Restricted Subsidiary, as applicable) in accordance with the terms thereof in each case except to the extent that would not reasonably be expected to cause a Material Adverse Effect;

(c) The Issuer shall not substantially reduce the Loyalty Program business or modify the terms of the Loyalty Program in any manner that would reasonably be expected to cause a Material Adverse Effect;

(d) The Issuer shall not and shall not permit any of ~~its~~the Restricted Subsidiaries to change the policies and procedures of the Loyalty Program in any manner that would reasonably be expected to cause a Material Adverse Effect; and

(e) ~~{~~The Issuer shall not, or shall permit any of its Subsidiaries to, establish, create, or operate any Loyalty Program, other than the Loyalty Program in effect on the Issue Date, unless: (x) substantially all (i) such Loyalty Program cash payments (which excludes, for the avoidance of doubt, airline revenues such as ticket sales and baggage fees), (ii) accounts in which such cash payments are deposited, (iii) intellectual property and member data (but solely to the extent that such intellectual property and member data would be included in the scope of the IP Pledge), and (iv) material third-party co-branding, partnering or similar agreements, including airline-to-airline frequent flyer program agreements related to or entered into in connection with such Loyalty Program, intercompany agreements and other property concerning the operation of such Loyalty Program are pledged to the Collateral Trustee as Collateral on a first lien basis on terms consistent with the terms in effect on the Issue Date or required to be granted thereafter pursuant to Section 4.13, and (y) such Loyalty Program would be on terms substantially similar to those of the Loyalty Program as of the Issue Date or otherwise acceptable to the Required Holders.

Section 4.25 *Limitation on Sale and Leaseback Transactions*. The Issuer shall not, or shall permit any of ~~its~~the Restricted Subsidiaries to, ~~enter~~enter into any ~~Sale and Leaseback Transaction; provided that~~Sale and Leaseback Transaction; provided that the Issuer or any ~~Restricted Subsidiary~~Restricted Subsidiary may enter into ~~a Sale~~Sale and Leaseback Transaction: (A) in connection with the refinancing of any aircraft, engines or spare parts, or (B) in connection with any assets other than aircraft, engines or spare parts, if: (a) the Issuer or such Restricted Subsidiary, as ~~the case~~the case may be, could have (i) ~~incurred Indebtedness~~incurred Indebtedness in an amount equal to capitalized amount of such obligation at the time any determination thereof is to be made as determined on the basis of IFRS ~~relating to~~relating to such Sale and Leaseback Transaction ~~pursuant to~~pursuant to Section 4.06 and (iii) incurred a ~~Lien~~Lien to ~~secure~~secure such Indebtedness pursuant to Section 4.21; and (b) the ~~gross cash proceeds~~gross cash proceeds of such Sale and Leaseback Transaction are ~~at least equal to the Fair Market Value of the property that is the subject~~at least equal to the Fair Market Value of the property that is the subject of such Sale and Leaseback Transaction.

Section 4.26 ~~*Covenant Suspension*~~ Re-registration, Listing.

~~(a) If on any date following the Issue Date (i) the Tranche A [●] Exit Notes have an Investment Grade Rating from any Rating Agency, (ii) the Tranche A [●] Exit Notes have a rating of at least Ba1 from Moody's, BB+ from Standard & Poor's or BB+ from Fitch and (iii) no Default has occurred and is continuing under this Indenture (the occurrence of the events described in the foregoing clauses (i), (ii) and (iii) being collectively referred to as a "Covenant Suspension Event"), the Company and its Restricted Subsidiaries shall not be subject to the following covenants (collectively, the "Suspended Covenants"):~~

(a) In connection with this agreement and the issuance of the Tranche A-[●] Exit Notes, the Issuer hereby undertakes to re-register as a public company within six months from the date hereof.

(b) The Issuer shall list the Tranche A-[●] Exit Notes on the TISE (a "recognised stock exchange" for the purposes of Section 1005 of the United Kingdom Income Tax Act 2007) before the first Interest Payment Date and shall use commercially reasonable best efforts to obtain and maintain such listing; provided, however, that the Issuer may delist the Tranche A-[●] Exit Notes from such exchange in accordance with the rules of such exchange and seek an alternative admission to listing, trading and/or quotation for the Tranche A-[●] Exit Notes on a different section of such exchange or by such other listing authority, stock exchange and/or quotation system that has been designated as a "recognised stock exchange" for the purposes of Section 1005 of the United Kingdom Income Tax Act 2007, as the Issuer's board of directors may decide. The Issuer shall promptly notify the Trustee in writing if the Tranche A-[●] Exit Notes become listed on any stock exchange (other than the TISE) and of any delisting of the Tranche A-[●] Exit Notes from any stock exchange.

~~(1) Section 4.08;~~

~~(2) Section 4.19;~~

~~(3) Section 4.20; and~~

~~(4) Section 4.22.~~

~~(b) In the event that the Company and its Restricted Subsidiaries are not subject to the Suspended Covenants under this Indenture for any period of time as a result of the foregoing, and on any subsequent date (the "Reversion Date") at least one of Fitch, Moody's or Standard & Poor's no longer rate the Tranche A [●] Exit Notes Investment Grade, then the Company and its Restricted Subsidiaries shall thereafter again be subject to the Suspended Covenants under this Indenture.~~

~~(c) The period of time between the occurrence of a Covenant Suspension Event and the Reversion Date is referred to in this Indenture as the "Suspension Period." In the event of any such reinstatement, no action taken or omitted to be taken by the Company or any of its Restricted Subsidiaries prior to such reinstatement shall give rise to a Default or Event of Default under this Indenture with respect to Notes; provided that (i) with respect to Restricted~~

~~Payments made after any such reinstatement, the amount of Restricted Payments made shall be calculated as though Section 4.19 had been in effect prior to, but not during, the Suspension Period, provided further that any Subsidiaries designated as Unrestricted Subsidiaries during the Suspension Period shall automatically become Restricted Subsidiaries on the Reversion Date (subject to the Company's right to subsequently designate them as Unrestricted Subsidiaries pursuant to Section 4.20), and (ii) all Indebtedness incurred, or Disqualified Capital Stock or preferred stock issued, during the Suspension Period shall be classified to have been incurred or issued pursuant to Section 4.08(b)(2).]~~

ARTICLE 5 CONSOLIDATION, MERGER, SPIN-OFF (ESCISIÓN) OR TRANSFER

Section 5.01 *Limitation on Consolidation, Merger, Spin-Off (escisión) or Transfer of Assets.* None of the Issuer or any Guarantor will consolidate with or merge with or into, or spin-off (*escindirse*), or sell, convey, transfer or dispose of, or lease all or substantially all of its assets as an entirety or substantially as an entirety, in one transaction or a series of related transactions, to, any Person (other than any consolidation, merger, spin-off (*escisión*), sale, conveyance, transfer, disposition or lease of all or substantially all assets pursuant to the Plan of Reorganization), ~~f~~provided~~except~~ that

(a) a Guarantor may merge with or into, or spin-off (*escindirse*), or sell, convey, transfer or dispose of, or lease all or substantially all of its assets as an entirety or substantially as an entirety, in one transaction or a series of related transactions, to, any Person if~~]~~:

(1) the resulting, surviving or transferee Person (if not the Issuer or such Guarantor) will be a Person organized and existing under the laws of England and Wales, the United Kingdom, Colombia, the United States of America, any State thereof or the District of Columbia, the laws of the jurisdiction under which such Guarantor was organized or any other country whose long-term debt has a Minimum Rating as of the effective date of such transaction, and such Person expressly assumes, by a supplemental indenture to this Indenture and supplements to the Collateral Documents, executed and delivered to the Trustee and the Collateral Trustee, all obligations of such Guarantor under the Tranche A-[●] Exit Notes, the Tranche A-[●] Exit Note Guarantees, this Indenture and the Collateral Documents, as applicable;

(2) immediately after giving effect to such transaction, no Event of Default will have occurred and be continuing; and

(3) the Company will have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel from independent legal counsel, each stating that such ~~consolidation, merger or~~ merger, sale, conveyance, spin-off, transfer, disposal or lease and such supplemental indenture and supplements to the Collateral Documents, if any, comply with this Indenture and the Collateral Documents;

~~f~~provided that (i) clause (1) shall not apply to any merger, sale, conveyance, or spin-off, transfer, disposal of a Guarantor or lease of all of a Guarantor's assets as an entirety or substantially as an entirety, in one transaction or a series of related transactions, with or to any person that is not an Affiliate of the Issuer or Guarantor so long as such

transaction or series of related transactions does not constitute all or substantially all of the Issuer's and Guarantors' assets as an entirety or substantially as an entirety and (ii) clause (2) shall not apply to the consolidation or merger of ~~the Issuer or~~ any Guarantor with or into the Issuer or any other Guarantor, as applicable-]; and

(b) the Issuer may merge with or into, or spin-off (*escindirse*), or sell, convey, transfer or dispose of, or lease all or substantially all of its assets as an entirety or substantially as an entirety, in one transaction or a series of related transactions, to, any Person if:

(1) the resulting, surviving or transferee Person will be a Person organized and existing under the laws of England and Wales, and such Person expressly assumes, by a supplemental indenture to this Indenture and supplements to the Collateral Documents, executed and delivered to the Trustee and the Collateral Trustee, all obligations of the Issuer under the Tranche A-[●] Exit Notes, this Indenture and the Collateral Documents, as applicable;

(2) immediately after giving effect to such transaction, no Event of Default will have occurred and be continuing;

(3) the Issuer could incur U.S.\$1.00 of additional Indebtedness pursuant to Section 4.08(a), on a pro forma basis taking into account such transaction; and

(4) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel from independent legal counsel, each stating that such merger, sale, conveyance, spin-off, transfer, disposal or lease and such supplemental indenture and supplements to the Collateral Documents, if any, comply with this Indenture and the Collateral Documents.

The Trustee shall be entitled to conclusively rely with no liability therefor on and shall accept such Officers' Certificate and Opinion of Counsel as sufficient evidence of the satisfaction of the conditions precedent set forth in this Section 5.01, in which event it shall be conclusive and binding on the Holders.

Section 5.02 *Successor Substituted*. Upon any consolidation or merger, or any sale, assignment, conveyance, transfer, lease or disposition of all or substantially all of the properties and assets of the Issuer or any Guarantor in accordance with Section 5.01 in which the Issuer or such Guarantor is not the continuing obligor or Guarantor, as the case may be, under this Indenture, the surviving or transferee Person shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer or such Guarantor, as the case may be, under this Indenture with the same effect as if such successor had been named as the Issuer or Guarantor herein. When a successor assumes all the obligations of its predecessor under this Indenture, the Tranche A-[●] Exit Notes and the Tranche A-[●] Exit Note Guarantee, the predecessor shall be released from those obligations; *provided* that in the case of a transfer by lease, the predecessor shall not be released from the payment of principal and interest on the Tranche A-[●] Exit Notes.

ARTICLE 6
EVENTS OF DEFAULT AND REMEDIES

Section 6.01 *Events of Default*. The term “**Event of Default**” means, when used herein, any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to, or as a result of any failure to obtain, any authorization, order, rule, regulation, judgment or decree of any governmental or administrative body or court):

(a) any default in any payment of interest (including any related Additional Amounts) on any Tranche A-[●] Exit Note when the same becomes due and payable, and such default continues for a period of 30 days;

(b) any default in the payment of principal of or premium on (including any related Additional Amounts) any Tranche A-[●] Exit Note when the same becomes due and payable upon acceleration or redemption or otherwise;

(c) a Parent Guarantor, the Issuer or ~~the Guarantors fail~~ a Guarantor fails to comply with any of their covenants or agreements in the Tranche A-[●] Exit Notes, Tranche A-[●] Exit Note Guarantees, this Indenture or the Collateral Documents (other than those referred to in (a) and (b) above), and such failure continues for 60 days after the Company’s receipt of the notice specified below; *provided* that in the case of a failure to comply with Section 4.06 within the first 18 months after the Issue Date, such period of continuance of such default or breach shall be 120 days after receipt of such written notice;

(d) (i) a Parent Guarantor, the Company or any Significant Subsidiary defaults under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by a Parent Guarantor, the Company or any such Significant Subsidiary (or the payment of which is guaranteed by the Company or any such Significant Subsidiary) whether such Indebtedness or guarantee now exists (other than any pre-petition Indebtedness that has been discharged under the Plan of Reorganization), or is created after the Issue Date, ~~if~~ (A) such default either (1) results from the failure to pay any such Indebtedness at its stated ~~final~~-maturity (after giving effect to any applicable grace periods) or (2) relates to an obligation other than the obligation to pay principal of any such Indebtedness at its stated ~~final~~-maturity and results in the holder or holders of such Indebtedness causing such Indebtedness to become due prior to its stated maturity and (B) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at stated ~~final~~-maturity (after giving effect to any applicable grace periods), or the maturity of which has been so accelerated, totals U.S.\$50,000,000 (or the equivalent thereof at the time of determination) or more in the aggregate; or (ii) LifeMiles defaults under any Indebtedness of LifeMiles if (A) such default results in the holder or holders of such Indebtedness to have the right or ability to cause such Indebtedness to become due prior to its stated maturity and (B) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness of LifeMiles in default, the maturity of which has been so accelerated, totals

U.S.\$50,000,000 (or the equivalent thereof at the time of determination) or more in the aggregate;

(e) one or more final judgments or decrees for the payment of money of U.S.\$50,000,000 (or the equivalent thereof in other currencies at the time of determination) or more in the aggregate (to the extent not covered by an insurance policy or policies issued by insurance companies with sufficient financial resources to perform their obligations under such policies) are rendered against **a Parent Guarantor**, the Company or any Significant Subsidiary and are not paid (whether in full or in installments in accordance with the terms of the judgment) or otherwise discharged and, in the case of each such judgment or decree, there is a period of 60 days after such judgment becomes final during which such judgment or decree is not discharged, waived or the execution thereof stayed and, in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(f) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(1) is for relief against **a Parent Guarantor**, the Company or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, in an involuntary case;

(2) appoints a custodian of **a Parent Guarantor**, the Company or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary or for all or substantially all of the property of the Company or any of ~~its~~**the** Restricted Subsidiaries; or

(3) orders the liquidation of **a Parent Guarantor**, the Company or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary and the order or decree remains unstayed and in effect for 60 consecutive days;

(g) **a Parent Guarantor**, the Company, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary, pursuant to or within the meaning of any Bankruptcy Law:

- (1) commences a voluntary case;
- (2) consents to the entry of an order for relief against it in an involuntary case;
- (3) consents to the appointment of a custodian of it or for all or substantially all of its property;
- (4) makes a general assignment for the benefit of its creditors; or
- (5) admits in writing its inability generally to pay its debts;

(h) the Tranche A-[●] Exit Note Guarantee of a Parent Guarantor or a Significant Subsidiary that is a Guarantor or any group of Subsidiaries that are Guarantors and that, taken together as of the date of the most recent audited financial statements of the Company, would constitute a Significant Subsidiary ceases to be in full force and effect (except as contemplated by the terms hereof) or a Parent Guarantor or any such Guarantor or group of Guarantors denies or disaffirms its obligations under this Indenture or any such Tranche A-[●] Exit Note Guarantee, other than by reason of the release of the Tranche A-[●] Exit Note Guarantee in accordance with the terms of Section 10.09;

(i) ~~(a)~~(x) the Liens created by the Collateral Documents shall at any time cease to constitute a valid and perfected Lien on any material portion of the Collateral intended to be covered thereby (unless perfection is not required by the Indenture or the Collateral Documents) other than (A) in accordance with the terms of the relevant Collateral Document and the Indenture, (B) the satisfaction in full of all obligations under the Indenture or (C) any loss of perfection that results from the failure of the Collateral Trustee to maintain possession of certificates delivered to it representing securities pledged under the Collateral Documents and (y) such default continues for 30 days after receipt of written notice given by the Trustee or the holders of not less than 25% in aggregate principal amount of the then Outstanding Tranche A-[●] Exit Notes; provided that such default relates to Liens in excess of U.S.\$25,000,000;

(i) ~~(b)~~ [unless all the Collateral has been released from the Liens in accordance with the provisions of the Collateral Documents, the Company shall assert or a Parent Guarantor or any Guarantor that is a Significant Subsidiary (or any group of Subsidiaries that are Guarantors and that, taken together as of the date of the most recent audited financial statements of the Company, would constitute a Significant Subsidiary) shall assert, in any pleading in a court of competent jurisdiction, with respect to any Collateral ~~have a value 25.0 million~~, that any such security interest is invalid or unenforceable ~~and, in the case of any such Guarantor that is a Subsidiary of the Company, the Company fails to cause such Subsidiary to rescind such assertions within 30 days after the Company has actual knowledge of such assertions~~].

A Default under clause (c) of this Section 6.01 shall not constitute an Event of Default until the Company shall have received from the Trustee (acting solely at the written discretion of the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes then outstanding) or the Holders of at least 25% in principal amount of the Tranche A-[●] Exit Notes written notice of such Default and the Company does not cure such Default within 60 days after receipt of such notice.

An Event of Default under clause (d) of this Section 6.01 and all consequences thereof shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders of the Tranche A-[●] Exit Notes, if within 20 days after such Event of Default arose:

(1) the Indebtedness that is the basis for such Event of Default has been discharged;

(2) holders of such Indebtedness have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(3) the default that is the basis for such Event of Default has been cured.

As long as the insolvency laws of the jurisdiction in which [a Parent Guarantor](#), the Issuer or any Significant Subsidiary or Guarantor are organized provide for restrictions on or sanctions associated with the ability of the Trustee or the Holders of the Tranche A-[●] Exit Notes to, directly or indirectly, exercise the right to declare an Event of Default under clause (f) and (g), nothing in clause (f) and (g) shall (1) prevent the commencement of any reorganization proceeding in such jurisdiction, whether voluntary or involuntary, in respect of [a Parent Guarantor](#), the Issuer or any Significant Subsidiary or Guarantor, (2) prohibit [a Parent Guarantor](#), the Issuer or Significant Subsidiary from entering into a reorganization proceeding, or (3) cause an unfavorable effect (*efecto desfavorable*) upon [a Parent Guarantor](#), the Issuer or any Significant Subsidiary or Guarantor.

Section 6.02 *Acceleration of Maturity, Rescission and Amendment.*

(a) If an Event of Default (other than an Event of Default specified in Section 6.01(f) or Section 6.01(g)) occurs and is continuing, the Trustee (acting solely at the written direction of the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes then Outstanding) or the Holders of not less than 25% in principal amount of the Outstanding Tranche A-[●] Exit Notes may declare all unpaid principal of and accrued and unpaid interest on all Tranche A-[●] Exit Notes to be due and payable immediately, by a notice in writing to the Company (and to the Trustee, if the notice is given by the Holders), stating that such notice is an “acceleration notice,” and upon any such declaration such amounts shall become due and payable immediately. If an Event of Default specified in Section 6.01(f) or Section 6.01(g) occurs and is continuing, then the principal of and accrued and unpaid interest on all Tranche A-[●] Exit Notes shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder; *provided* that, under applicable law, such acceleration would not result in subordination of the claim, in which case the Tranche A-[●] Exit Notes may only be accelerated upon the vote of the Required Holders.

(b) At any time after a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter provided in this Article, the Required Holders by written notice to the Company and the Trustee may rescind or annul such declaration if:

(1) the Company has paid or deposited with the Trustee a sum sufficient to pay (A) all overdue interest on Outstanding Tranche A-[●] Exit Notes, (B) all unpaid principal of the Tranche A-[●] Exit Notes that has become due otherwise than by such declaration of acceleration, (C) to the extent that payment of such interest on the Tranche A-[●] Exit Notes is lawful, interest on such overdue interest (including any Additional Amounts) as provided herein and (D) all sums paid or advanced by the Trustee and Agents hereunder and the reasonable compensation, expenses, disbursements and advances of, and indemnity due to, the Trustee and Agents and their agents and counsel; and

(2) all Events of Default have been cured or waived as provided in Section 6.13 other than the nonpayment of principal that has become due solely because of acceleration.

(c) An Event of Default under Section 6.01(d) and all consequences thereof shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders of the Tranche A-[●] Exit Notes, if within 20 days after such Event of Default arose:

(1) the Indebtedness that is the basis for such Event of Default has been discharged;

(2) Holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(3) the default that is the basis for such Event of Default has been cured.

(d) No rescission pursuant to this Section 6.02 shall affect any subsequent Default or Event of Default or impair any right consequent thereto.

(e) Upon (i) the acceleration of amounts due under the Tranche A-[●] Exit Notes in accordance with the this Section 6.02 or (ii) the occurrence of any of the Events of Default under Section 6.01(a), (b), (f), (g), (h), (i) or (j) (each, an “**Enforcement Event**”), the Collateral Trustee shall be entitled to vote the pledged shares~~[, but only after providing five business days’ notice to the Company and applicable Guarantors of such Collateral Agent’s intention to vote the pledged shares.]~~.

Section 6.03 Collection Suit by Trustee. If an Event of Default specified in Section 6.01(a) or 6.01(b) occurs, the Trustee, in its own name as trustee of an express trust (acting solely at the written direction of the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes then Outstanding), (i) shall institute a judicial proceeding for the collection of the whole amount then due and payable on such Tranche A-[●] Exit Notes for principal and interest (including Additional Amounts), and interest on any overdue principal and, to the extent that payment of such interest (including Additional Amounts) shall be legally enforceable, upon any overdue installment of interest (including Additional Amounts), at the rate borne by the Tranche A-[●] Exit Notes, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, indemnities, disbursements and advances of the Trustee, its agents and counsel, (ii) shall prosecute such proceeding to judgment or final decree and (iii) shall enforce the same against the Company or any other obligor upon the Tranche A-[●] Exit Notes and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Company or any other obligor under the Tranche A-[●] Exit Notes, wherever situated.

If an Event of Default occurs and is continuing, the Trustee shall (acting solely at the written direction of the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes then Outstanding) proceed to protect and enforce its rights and the rights of the Holders by any available proceeding at law or in equity, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Indenture), the Trustee shall be held to represent all the Holders, and it shall not be necessary to make any Holder a party to any such proceedings.

Section 6.04 *Other Remedies*. If an Event of Default occurs and is continuing, the Trustee shall (acting solely at the written direction of the Holders of not less than 25% in principal amount of the [Tranche A-\[●\]](#) Exit Notes then Outstanding) pursue any available remedy to collect the payment of principal of or interest (including Additional Amounts) on the Tranche A-[●] Exit Notes or to enforce the performance of any provision of the Tranche A-[●] Exit Notes or this Indenture. For the purpose of enabling the Collateral Trustee to exercise rights and remedies hereunder at such time as the Collateral Trustee shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, the Issuer and each Guarantor hereby grants to the Collateral Trustee, an irrevocable, non-exclusive, worldwide, royalty-free (and free of any other obligation of payment) license to use, assign, license or sublicense any of the intellectual property subject to IP Pledge now owned, licensed or hereafter acquired by the Issuer or such Guarantor.

Section 6.05 *Trustee May Enforce Claims Without Possession of Tranche A-[●] Exit Notes*. All rights of action and claims under this Indenture or the Tranche A-[●] Exit Notes may be prosecuted and enforced by the Trustee without the possession of any of the Tranche A-[●] Exit Notes or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name and as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Tranche A-[●] Exit Notes in respect of which such judgment has been recovered.

Section 6.06 *Application of Money Collected*. Subject to any Collateral Trust Agreement, any money collected by the Trustee (or the Principal Paying Agent on behalf of the Trustee) pursuant to this Article 6 shall be applied in the following order:

FIRST: ratably to the Trustee, the Registrar, the Transfer Agent, the Principal Paying Agent and the Collateral Trustee for amounts due to it hereunder (including, without limitation, under Section 7.06);

SECOND: to Holders for amounts due and unpaid on the Tranche A-[●] Exit Notes for principal and interest (including Additional Amounts), ratably, without preference or priority of any kind, according to the amounts due and payable on the Tranche A-[●] Exit Notes for principal and interest (including Additional Amounts), respectively; and

THIRD: to the Company or, to the extent the Trustee or a Paying Agent collects any amounts from any Guarantor, to such Guarantor or as a court of competent jurisdiction may direct.

The Trustee may fix a record date and payment date for any payment to Holders pursuant to this Section 6.06. At least 15 days before such record date, the Company shall mail to each

Holder and the Trustee a notice that states the record date, the payment date and amount to be paid.

Section 6.07 *Limitation on Suits*. A Holder may not pursue any remedy with respect to this Indenture or the Tranche A-[●] Exit Notes unless:

- (1) the Holder has previously given to the Trustee written notice stating that an Event of Default has occurred and is continuing;
- (2) the Holders of at least 25% in principal amount of the Tranche A-[●] Exit Notes have made a written request to the Trustee to pursue the remedy in respect of such Event of Default;
- (3) such Holder or Holders has offered and provided to the Trustee security or indemnity reasonably satisfactory to the Trustee against any cost, loss, liability or expense to be incurred in compliance with such request;
- (4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and provision of security or indemnity; and
- (5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Required Holders.

A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over another Holder.

Section 6.08 *Rights of Holders to Receive Principal and Interest*. Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal of and interest on the Tranche A-[●] Exit Notes held by such Holder, on or after the respective Payment Dates expressed in the Tranche A-[●] Exit Notes, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.09 *Restoration of Rights and Remedies*. If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Company, the Guarantors, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 6.10 *Trustee May File Proofs of Claim*. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due to the Trustee hereunder) and the Holders allowed in any judicial proceedings relative to the Company or any Guarantor, their respective creditors or their respective properties and, unless

prohibited by law or applicable regulations, may vote on behalf of the Holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.06. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Tranche A-[●] Exit Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.11 *Delay or Omission Not Waiver.* No delay or omission of the Trustee or of any Holder of any Tranche A-[●] Exit Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article 6 or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

Section 6.12 *Control by Holders.* The Required Holders may direct in writing the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. However, the Trustee shall be under no obligation to exercise any of the rights or powers under this Indenture at the request or direction of the Holders if such request or direction conflicts with any law or with this Indenture or, subject to Section 7.01, if the Trustee determines it is unduly prejudicial to the rights of other Holders (it being understood that, subject to Sections 7.01 and 7.02, the Trustee shall have no duty to ascertain whether or not such actions or forbearance are unduly prejudicial to such Holders) or would involve the Trustee in personal liability or expense; *provided, however*, that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such request or direction. Prior to taking any action hereunder, the Trustee shall be entitled to indemnification satisfactory to it in its sole discretion against all costs, losses, liabilities and expenses caused by taking or not taking such action. To the extent that the Trustee acts at the direction of the Holders under a Trust Mandate or the Trustee directs the Collateral Trustee under a Trust Mandate, it shall mean that the Trustee acts solely at the written direction of the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes then Outstanding. In the event the Trustee shall receive conflicting or inconsistent requests and indemnity from two or more groups of Holders, each representing less than the Required Holders, the Trustee shall take such action as requested by the Holders representing the greatest principal amount of the Outstanding Tranche A-[●] Exit Notes in the aggregate, notwithstanding any other provisions of this Indenture.

Section 6.13 *Waiver of Past Defaults and Events of Default.* Subject to Section 6.02, the Required Holders by written notice to the Trustee may waive an existing Default or Event of Default and its consequences except (i) a Default or Event of Default in the payment of the principal of or interest on a Tranche A-[●] Exit Note or (ii) a Default or Event of Default in respect of a provision that under Section 9.02 cannot be amended without the consent of each Holder affected. When a Default or Event of Default is waived, it is deemed cured, but no such

waiver shall extend to any subsequent or other Default or Event of Default or impair any consequent right.

Section 6.14 *Rights and Remedies Cumulative.* Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Tranche A-[●] Exit Notes in Section 2.08, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 6.15 *Waiver of Stay or Extension Laws.* The Issuer and each Guarantor covenant (to the extent that it may lawfully do so) that it shall not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture or the Tranche A-[●] Exit Notes; and the Issuer and each Guarantor (to the extent that it may lawfully do so) hereby expressly waive all benefit or advantage of any such law, and shall not hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE 7 TRUSTEE AND AGENTS

Section 7.01 *Duties of Trustee and Agents.*

(a) If an Event of Default of which a Responsible Officer of the Trustee has actual knowledge has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) Except during the continuance of an Event of Default in the case of the Trustee only of which a Responsible Officer of the Trustee has actual knowledge, (i) the Trustee and each Agent undertake to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee or any Agent; and (ii) in the absence of bad faith on the part of the Trustee or any Agent, the Trustee or such Agent, as the case may be, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee or such Agent, as the case may be, and conforming to the requirements of this Indenture. However, in the case of any certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee or any Agent, the Trustee or such Agent, as the case may be, shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of the mathematical calculations or other facts stated

therein).

(c) The Trustee may not be relieved from liability for its own gross negligence, bad faith or willful misconduct, except that:

(1) this Section 7.01(c) does not limit the effect of Section 7.01(b);

(2) neither the Trustee nor any Agent shall be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Trustee or such Agent, as the case may be, was grossly negligent in ascertaining the pertinent facts; and

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.07 or exercising any trust or power conferred upon it under this Indenture.

(d) Neither the Trustee nor any Agent shall be liable for interest on any money received by it except as each may agree in writing with the Company.

(e) Money held in trust by the Trustee or any Agent need not be segregated from other funds except to the extent required by law.

(f) No provision of this Indenture shall require the Trustee or any Agent to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds and/or adequate indemnity against such risk or liability is not satisfactorily assured to it.

(g) The Trustee and any Agent shall be under no obligation to exercise any of the rights or powers under this Indenture at the request or direction of the holders if such request or direction conflicts with any law or with this Indenture or, subject to the terms of this Indenture, if the Trustee or applicable Agent determines it is unduly prejudicial to the rights of other holders or would involve Trustee or applicable Agent in personal liability or expense; *provided, however*, that Trustee or applicable Agent may, but shall not be obliged to, take any other action deemed proper by Trustee or applicable Agent that is not inconsistent with such request or direction.

(h) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee and any Agent shall be subject to the provisions of this Section 7.01.

Section 7.02 *Rights of Trustee.*

(a) The Trustee and each Agent may rely upon, and shall be protected in acting or refraining from acting based upon, any document believed by it to be genuine and to have been signed or presented by the proper Person. Neither the Trustee nor any Agent need investigate any fact or matter stated in any such document.

(b) Before the Trustee or any Agent acts or refrains from acting, it may require an Officers' Certificate, the written advice of a qualified tax expert or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officers' Certificate, the qualified tax expert's written advice or Opinion of Counsel.

(c) The Trustee or any Agent may act through agents and shall not be responsible for the willful misconduct or gross negligence of any agent appointed with due care.

(d) Any request, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced by an Officers' Certificate of the Company (unless other evidence in respect thereof be herein specifically prescribed).

(e) Neither the Trustee nor any Agent shall be under an obligation to exercise any of the trusts or powers vested in it by this Indenture at the request, order or direction of any of the Holders pursuant to the provisions of this Indenture, unless such Holders shall have offered to the Trustee or such Agent security or indemnity reasonably satisfactory to the Trustee or such Agent, as applicable, against the costs, expenses and liabilities that might be incurred thereby.

(f) Neither the Trustee nor any Agent shall be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; *provided* that the conduct of the Trustee or any such Agent does not constitute gross negligence.

(g) Each of the Trustee and any Agent may consult with counsel, and the written legal advice or opinion of counsel which has been documented and retained by the Trustee or applicable Agent on its files with respect to legal matters relating to this Indenture and the Tranche A-[●] Exit Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with such written advice or opinion of such counsel which has been documented and retained by the Trustee or applicable Agent.

(h) Neither the Trustee nor any Agent shall be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document unless, in the case of the Trustee, requested in writing by the Required Holders; *provided* that if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not satisfactorily assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee may require from the Holders indemnity satisfactory to the Trustee against such expenses or liabilities as a condition to proceeding; the reasonable expenses of every such investigation shall be paid by the Company or, if paid by the Trustee, shall be reimbursed by the Company upon demand.

(i) Neither the Trustee nor any Paying Agent shall be required to invest, or shall be under any liability for interest, on any moneys at any time received by it pursuant to any of the provisions of this Indenture or the Tranche A-[●] Exit Notes except as the Trustee or any Paying Agent may otherwise agree with the Company. Such moneys need not be segregated from other funds except to the extent required by mandatory provisions of law.

(j) In no event shall the Trustee or any Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, lost profits) regardless of whether or not such damages were foreseeable or contemplated, even if the Trustee has been advised of the likelihood of such loss or damage and the form of action.

(k) The permissive rights of the Trustee enumerated herein shall not be construed as duties of the Trustee, and the Trustee shall not be answerable for other than its own gross negligence or willful misconduct in the performance or omission or any such act.

(l) The rights, privileges, protections, immunities and benefits given to the Trustee hereunder, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each of its Responsible Officers, agents, custodians and other Persons employed to act hereunder as if they were each expressly set forth herein for the benefit of the Trustee in each such capacity, Responsible Officer, agent, custodian, other Person or employee of the Trustee, mutatis mutandis. **The Collateral Trustee shall be subject to a prudent person standard either before, in or during an Event of Default.**

(m) Neither the Trustee nor any Agent shall be required to take notice or be deemed to have notice or knowledge of any fact, event, Default or Event of Default unless a Responsible Officer of the Trustee or applicable Agent with direct responsibility for this Indenture shall have received written notice of such fact, event, Default or Event of Default or obtained actual knowledge thereof, it being understood that any lawsuit or other notice provided in accordance with the terms of this Indenture or, in the case of the Collateral Trustee, the Collateral Documents, shall be deemed to constitute such written notice received by a Responsible Officer of the Trustee or applicable Agent. In the absence of receipt of such written notice or actual knowledge, the Trustee and the Agents may conclusively assume there is no Default or Event of Default.

(n) Neither the Trustee nor the Agents shall have any duty (A) to see to any recording, filing, or depositing of this Indenture, (B) to see to any insurance or (C) to see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind.

(o) Neither the Trustee nor the Agents shall be required to give any bond or surety in respect of the powers granted hereunder.

(p) Delivery of reports, information and documents to the Trustee shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's or any other entity's compliance with any covenants under this Indenture, the Tranche A-[●] Exit Notes or any other related documents. Neither the Trustee nor the Agents shall be obligated to monitor or confirm, on a continuing basis or otherwise, the Company's or any other entity's compliance with the covenants described herein or with respect to any reports or other documents filed under this Indenture, the Tranche A-[●] Exit Notes or any other related document; *provided* that, upon receipt of any lawsuit or material notice from any Governmental Authority, the Issuer or any Guarantor or any third party that

could adversely affect the legal rights of the Holders under this Indenture or the Tranche A-[●] Exit Notes, the Collateral or the Liens granted therein, the Trustee or applicable Agent shall notify the Holders thereof and seek written instructions related thereto.

(q) No provision of this Indenture or the Tranche A-[●] Exit Notes shall be deemed to impose any duty or obligation on the Trustee or the Agents to take or omit to take any action, or suffer any action to be taken or omitted, in the performance of its duties or obligations under this Indenture or the Tranche A-[●] Exit Notes, or to exercise any right or power thereunder, to the extent that taking or omitting to take such action or suffering such action to be taken or omitted would violate applicable law binding upon it (which determination may be based on the advice or opinion of counsel).

(r) Notwithstanding anything to the contrary herein, any and all email communications (both text and attachments) by or from the Trustee that the Trustee deems to contain confidential, proprietary, and/or sensitive information may be encrypted. The recipient (the “**Email Recipient**”) of the encrypted email communication will be required to complete a registration process. Instructions on how to register and/or retrieve an encrypted message will be included in the first secure email sent by the Trustee to the Email Recipient.

(s) The Trustee and any Agent shall have the right to require that any directions, instructions or notices provided to it be signed by an Authorized Person (as hereinafter defined) or contain such other evidence as may be reasonably requested by the Trustee or Agent, as applicable, to establish the identity and/or signatures thereon. The identity of such Authorized Persons, as well as their specimen signatures, title, telephone number and e-mail address, may be delivered to the Trustee or such Agent in the list of authorized signers form and shall remain in effect until the applicable party, or an entity acting on its behalf, notifies the Trustee and the Agents of any change thereto (the person(s) so designated from time to time, the “**Authorized Persons**”).

(t) Neither the Trustee nor the Collateral Trustee shall at any time have any responsibility or liability for or with respect to the legality, validity and enforceability of any Collateral, or the perfection and priority of any security interest created by or in any Collateral or the maintenance of any such perfection and priority, or for or with respect to the sufficiency of the Collateral or its ability to generate the payments to be distributed to Holders under this Indenture, including, without limitation, the existence, condition and ownership of any Collateral; the existence and enforceability of any insurance thereon; the existence and contents of any Collateral on any computer or other record thereof; the validity of the assignment or sale of any Collateral to the Issuer or of any intervening assignment; the completeness of any Collateral; the performance or enforcement of any Collateral; the compliance by any Person with any warranty or representation made under any Collateral Document or in any related document or the accuracy of any such warranty or representation, or any action of any other Person taken in the name of the Issuer, the Trustee or the Collateral Trustee.

Section 7.03 *Individual Rights of Trustee and Agents.* The Trustee and any Paying Agent, Transfer Agent, Registrar or co-registrar, the Collateral Trustee, or any other agent of the Issuer or of the Trustee, in its individual or any other capacity, may become the owner or pledgee of Tranche A-[●] Exit Notes and may otherwise deal with the Issuer or its Affiliates

with the same rights it would have if it were not Trustee, the Transfer Agent, Paying Agent, Registrar or such other agent.

Section 7.04 *Trustee's Disclaimer.* Neither the Trustee nor any Agent shall be responsible for and makes no representation as to the validity, sufficiency or adequacy of this Indenture or the Tranche A-[●] Exit Notes, it shall not be accountable for the Issuer's use of the proceeds from the Tranche A-[●] Exit Notes, and it shall not be responsible for any statement of the Issuer in this Indenture or in any document issued in connection with the sale of the Tranche A-[●] Exit Notes or in the Tranche A-[●] Exit Notes other than the Trustee's certificate of authentication.

Section 7.05 *Notice of Defaults and Events of Default.* If a Default or Event of Default occurs and is continuing, and if it is known to a Responsible Officer of the Trustee or the Collateral Trustee or such Responsible Officer has received notice thereof, the Trustee or the Collateral Trustee, as applicable, shall mail to each Holder notice of the Default or Event of Default within ~~10~~20 days after a Responsible Officer of the Trustee or Collateral Trustee, as applicable, has received written notice of such Default or Event of Default or obtained actual knowledge thereof. Any notice given in accordance with this Indenture or, in the case of the Collateral Trustee, the Collateral Documents, shall be deemed to constitute such written notice received by a Responsible Officer of the Trustee or applicable Agent. Except in the case of a Default or Event of Default in payment of principal of or interest on any Tranche A-[●] Exit Note, the Trustee may withhold the notice and shall be protected from withholding the notice if and so long as a committee of its Responsible Officers of the Trustee in good faith determines that withholding the notice is in the interests of Holders.

Section 7.06 *Compensation and Indemnity.*

[The Company agrees to pay to the Trustee and each Agent from time to time such compensation as shall be agreed upon in writing for its services. The Trustee's compensation shall not be limited by any law regarding compensation of a trustee of an express trust. The Company agrees to reimburse promptly the Trustee each Agent and their respective agents, counsel, accountants and experts upon request for all reasonable out-of-pocket expenses incurred or made by the Trustee, each Agent and their respective agents, counsel, accountants and experts, including costs of collection, in addition to the compensation for its services. Payments of any such expenses by the Company to the Trustee, any Agent, and their respective agents, counsel, accountants and experts, as the case may be, shall be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, assessments, fees or other governmental charges of whatever nature (and any fines, penalties or interest related thereto) imposed or levied by or on behalf of the United Kingdom, Colombia or any political subdivision or authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Company shall pay to the Trustee or Agent, as the case may be, such Additional Amounts as may be necessary in order that every net payment made by the Company to the Trustee and such Agent, as the case may be, after deducting or withholding for or on account of any present or future tax, penalty, fine, duty, assessment or other governmental charge imposed upon or as a result of such payment by the United Kingdom, Colombia or any political subdivision or taxing authority thereof or therein shall not be less than the amount then due and payable to the Trustee or the Principal Paying Agent, as the case may

be. The Company shall indemnify each of the Trustee each Agent and their respective agents, counsel, accountants and experts, against any and all loss, liability or expense (including reasonable attorneys' fees and expenses, including legal fees and expenses in connection with the enforcement of their indemnification rights hereunder) (whether brought by the Company, any Holder, or any third party) incurred by it without gross negligence or willful misconduct on its part arising out of and in connection with the administration of this Indenture, the performance of its respective duties hereunder, and the exercise of its rights hereunder including, without limitation, the costs and expenses of defending itself against any claim or liability and of complying with any process served upon it or any of its officers in connection with the exercise or performance of any of its powers or duties under this Indenture, the costs and expenses of enforcing the terms of this Indenture, including the indemnification provided herein. The Company undertakes to indemnify the Trustee each of the Agents and their respective agents, counsel, accountants and experts, and their affiliates against all losses, liabilities, including any and all tax liabilities, which, for the avoidance of doubt, shall include both British and Colombian taxes and associated penalties, costs, claims, actions, damages, expenses or demands which any of them may incur or which may be made against any of them as a result of or in connection with the appointment of or the exercise of the powers and duties or rights by the Trustee or any Agent or its affiliates under this Indenture except as may result from its own, gross negligence or willful misconduct or that of its directors, officers or employees or any of them. The Trustee and each Agent shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee or such Agent to so notify the Company shall not relieve the Company of its obligations hereunder. If the Trustee or Agent, as the case may be, determines in its reasonable discretion that no conflict of interest (or potential conflict of interest) exists, the Company will be entitled to participate in the Trustee's defense of the claim or Agent's defense of the claim, as the case may be, but the Trustee or such Agent may have separate counsel and the Company shall pay the fees and expenses of such counsel.‡

To secure the payment obligations of the Company in this Section 7.06, the Trustee shall have a lien prior to the Tranche A-[●] Exit Notes on all money or property held or collected by the Trustee, the Principal Paying Agent or the Collateral Trustee, except that held in trust to pay principal of and interest on particular Tranche A-[●] Exit Notes.

The obligations of the Company pursuant to this Section 7.06 shall survive the payment of the Tranche A-[●] Exit Notes, resignation or removal of the Trustee or any Agent and the satisfaction and discharge of this Indenture. When the Trustee incurs expenses after the occurrence of a Default or Event of Default specified in Sections 6.01(f) and (g) hereof, the expenses are intended to constitute expenses of administration under any Bankruptcy Law.

The Company acknowledges that none of the Trustee, the Principal Paying Agent or any other Agent makes any representations as to the interpretation or characterization of the transactions herein undertaken for tax or any other purpose, in any jurisdiction. The Company represents that it has fully satisfied itself as to any tax impact of this Indenture before agreeing to the terms herein, and is responsible for any and all federal, state, local, income, franchise, withholding, value added, sales, use, transfer, stamp or other taxes imposed by any jurisdiction in respect of this Indenture.

The Company agrees to pay any and all stamp and other documentary taxes or duties which may be payable in connection with the execution, delivery, performance and enforcement of this Indenture by the Trustee or any Agent.

Section 7.07 *Replacement of Trustee.* The Trustee may resign at any time by so notifying the Issuer in writing. The Required Holders may remove the Trustee by so notifying the Trustee in writing and may appoint a successor Trustee. The Issuer shall remove the Trustee if:

- (1) the Trustee fails to comply with Section 7.09;
- (2) the Trustee is adjudged a bankrupt or insolvent;
- (3) a receiver or other public officer takes charge of the Trustee or its property; or
- (4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee) the Issuer shall promptly appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.06.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Issuer or the Holders of at least 10% of the Outstanding principal amount of the Tranche A-[●] Exit Notes may appoint or petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 7.09, any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Notwithstanding the replacement of the Trustee pursuant to this Section 7.07, the Company's obligation under Section 7.06 shall continue for the benefit of the retiring Trustee.

Section 7.08 *Successor Trustee by Merger.* If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business (including this transaction) or assets to, another corporation or banking association, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Tranche A-[●] Exit

Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Tranche A-[●] Exit Notes so authenticated; and in case at that time any of the Tranche A-[●] Exit Notes shall not have been authenticated, any successor to the Trustee may authenticate such Tranche A-[●] Exit Notes in the name of the successor to the Trustee; and in all such cases such adopted certificates shall have the full force of all provisions within the Tranche A-[●] Exit Notes or in this Indenture relating to the certificate of the Trustee.

Section 7.09 *Eligibility; Disqualification.* The Trustee hereunder shall at all times be a corporation, bank or trust company organized and doing business under the laws of the United States or any state thereof (i) which is authorized under such laws to exercise corporate trust power, (ii) is subject to supervision or examination by governmental authorities and (iii) shall have at all times a combined capital and surplus of at least U.S.\$50,000,000 as set forth in its most recent published annual report of condition. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 7.09, it shall resign immediately in the manner and with the effect specified in Section 7.07.

ARTICLE 8 DISCHARGE OF INDENTURE; DEFEASANCE

Section 8.01 *Discharge of Liability on Notes.*

(a) When (i) the Issuer or any Guarantor delivers to the Trustee all Outstanding Tranche A-[●] Exit Notes (other than Tranche A-[●] Exit Notes replaced pursuant to Section 2.08) for cancellation or (ii) all Outstanding Tranche A-[●] Exit Notes have become due and payable and the Issuer or any Guarantor deposits in trust, for the benefit of the Holders, with the Principal Paying Agent finally collected funds sufficient to pay at Maturity all Outstanding Tranche A-[●] Exit Notes and interest thereon (other than Tranche A-[●] Exit Notes replaced pursuant to Section 2.08 and if in any such case the Issuer or any Guarantor pays all other sums payable hereunder by the Issuer or such Guarantor, then this Indenture, and the obligations of the Issuer and the Guarantors pursuant hereto, shall, subject to Sections 8.01(d) and 8.06, cease to be of further effect. The Trustee shall acknowledge satisfaction and discharge of this Indenture on demand of the Issuer or any Guarantor accompanied by an Officers' Certificate and an Opinion of Counsel (each stating that all conditions precedent herein provided relating to the satisfaction and discharge of this Indenture have been complied with) and at the cost and expense of the Issuer or any Guarantor.

(b) Subject to Sections 8.01(c), 8.02 and 8.06, the Issuer or any Guarantor at any time may terminate (i) all of the Issuer's obligations under this Indenture, the Tranche A-[●] Exit Notes and the Collateral Documents ("**legal defeasance option**") or (ii) the obligations of the Issuer under Sections 4.02, 4.03, 4.04, 4.05, 4.07 through 4.24 and 5.01(ii) and 5.02, the operation of Sections 6.01(c), 6.01(d), 6.01(e), 6.01(i) and 6.01(j) ("**covenant defeasance option**"). The legal defeasance option may be exercised notwithstanding any prior exercise of the covenant defeasance option. Upon exercise by the Issuer or any Guarantor of the legal defeasance option or the covenant defeasance option, each Guarantor's obligations under its Tranche A-[●] Exit Note Guarantee will terminate.

If the legal defeasance option is exercised, payment of the Tranche A-[●] Exit Notes may not be accelerated because of an Event of Default with respect thereto. If the covenant defeasance option is exercised, payment of the Tranche A-[●] Exit Notes may not be accelerated because of an Event of Default specified in Sections 6.01(c), 6.01(d) or 6.01(e).

Upon satisfaction of the conditions set forth herein and upon request of the Issuer or any Guarantor, the Trustee shall acknowledge in writing the discharge of the obligations of the Issuer and the Guarantors hereunder except those specified in Section 8.01(c).

(c) Notwithstanding Section 8.01(a) and Section 8.01(b), Sections 2.03, 2.04, 2.05, 2.06, 2.07, 2.08, 4.06, 7.06, 7.07, 8.04, 8.05 and 8.06 shall survive until the Tranche A-[●] Exit Notes have been paid in full. Thereafter, the obligations of the Issuer and the Guarantors pursuant to Sections 7.06, 7.07, 8.04 and 8.05 shall survive. Furthermore, each Guarantor's obligations to pay fully and punctually all amounts payable by the Issuer or any Guarantor to the Trustee under this Indenture shall survive.

Section 8.02 *Conditions to Defeasance.* The Issuer or a Guarantor may exercise the legal defeasance option or the covenant defeasance option only if:

(a) the Issuer or such Guarantor irrevocably deposits or causes to be deposited with the Trustee as trust funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders (the “**defeasance trust**”) pursuant to an irrevocable trust and security agreement in form and substance satisfactory to the Trustee, money or U.S. Government Obligations, or a combination thereof, sufficient for the payment of principal of and interest on all the Tranche A-[●] Exit Notes to Maturity or redemption;

(b) the Issuer or such Guarantor delivers to the Trustee a certificate from an internationally recognized firm of independent accountants expressing their opinion that the payments of principal of and interest on the Tranche A-[●] Exit Notes when due and without reinvestment on the deposited U.S. Government Obligations plus any deposited money without investment and after payment of all federal, state and local taxes or other charges or assessments in respect thereof payable by the Trustee shall provide cash at such times and in such amounts as shall be sufficient to pay principal of and interest on all the Tranche A-[●] Exit Notes when due at Maturity or on redemption, as the case may be;

(c) no Default or Event of Default has occurred and is continuing on the date of such deposit and after giving effect thereto;

(d) the deposit does not constitute a default or event of default under any other agreement binding on the Issuer or Guarantor;

(e) the Issuer or such Guarantor delivers to the Trustee an Opinion of Counsel to the effect that the trust resulting from the deposit does not constitute, or is not qualified as, a regulated investment company under the U.S. Investment Company Act of 1940, as amended;

(f) the Issuer or such Guarantor delivers to the Trustee an Opinion of Counsel of recognized standing with respect to UK tax matters stating that, under UK law, Holders (other than UK Persons) (1) shall not recognize income, gain or loss for UK tax purposes as a result of

such deposit and defeasance and shall be subject to UK tax on the same amounts, in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred and (2) payments from the defeasance trust to any such Holder shall not be subject to withholding or deduction for or on account of any taxes, duties, assessments or other governmental charges under UK law;

(g) in the case of the legal defeasance option, the Issuer or Guarantor delivers to the Trustee an Opinion of Counsel of recognized standing with respect to U.S. federal income tax matters stating that (1) the Issuer or such Guarantor has received from, or there has been published by, the U.S. Internal Revenue Service a ruling, or (2) since the Issue Date there has been a change in the applicable U.S. federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the ~~Holder~~beneficial owners of the Tranche A-[●] Exit Notes shall not recognize income, gain or loss for U.S. federal income tax purposes as a result of such deposit and defeasance and shall be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred;

(h) in the case of the covenant defeasance option, the Issuer or such Guarantor delivers to the Trustee an Opinion of Counsel of recognized standing with respect to U.S. federal income tax matters to the effect that the ~~Holder~~beneficial owners of the Tranche A-[●] Exit Notes shall not recognize income, gain or loss for U.S. federal income tax purposes as a result of such deposit and defeasance and shall be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred;

(i) the Issuer or such Guarantor delivers to the Trustee an Opinion of Counsel, in form and substance reasonably satisfactory to Trustee, to the effect that, as of the date of such opinion and subject to

(j) customary assumptions and exclusions following the deposit, the trust funds shall not be subject to any applicable bankruptcy, insolvency, reorganization or similar law affecting creditors' rights generally; and the Issuer or such Guarantor delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance and discharge of the Tranche A-[●] Exit Notes as contemplated by this Article 8 have been complied with.

Before or after a deposit, the Issuer or any Guarantor may make arrangements satisfactory to the Trustee for the redemption of Tranche A-[●] Exit Notes at a future date in accordance with Article 3.

Section 8.03 *Application of Trust Money.* The Trustee or the Principal Paying Agent on behalf of the Trustee shall hold in trust money or U.S. Government Obligations deposited with it pursuant to Section 8.02. It shall apply the deposited money and the money from U.S. Government Obligations through the Principal Paying Agent or Paying Agents and in accordance with this Indenture to the payment of principal of and interest on the Tranche A-[●] Exit Notes.

Section 8.04 *Repayment to Company*. Upon termination of the trust established pursuant to Section 8.02, the Trustee and each Paying Agent shall promptly pay to the Company upon request, any excess cash or U.S. Government Obligations held by them.

The Trustee and each Paying Agent shall pay to the Company, upon request, any money held by them for the payment of principal of or interest on the Tranche A-[●] Exit Notes that remains unclaimed for two years after the due date for such payment of principal or interest, and, thereafter, the Trustee and each Paying Agent, as the case may be, shall not be liable for payment of such amounts hereunder and the Holders shall be entitled to such recovery of such amounts only from the Company.

Section 8.05 *Indemnity for U.S. Governmental Obligations*. The Company shall pay and shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against deposited U.S. Government Obligations or the principal and interest received on such U.S. Government Obligations.

Section 8.06 *Reinstatement*. If the Trustee or any Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with this Article 8 by reason of any legal proceeding or by reason of any order or judgment of any court or Governmental Authority enjoining, restraining or otherwise prohibiting such application, the obligations of the Issuer and the Guarantors under this Indenture, the Tranche A-[●] Exit Notes and the Tranche A-[●] Exit Note Guarantees shall be revived and reinstated as though no deposit had occurred pursuant to this Article 8 until such time as the Trustee or such Paying Agent is permitted to apply all such money or U.S. Government Obligations in accordance with this Article 8; *provided, however*, that, if the Issuer or any Guarantor has made any payment of principal of or interest on any Tranche A-[●] Exit Notes because of the reinstatement of its obligations, the Issuer and the Guarantors shall be subrogated to the rights of the Holders of such Tranche A-[●] Exit Notes to receive such payment from the money or U.S. Government Obligations held by the Trustee or such Paying Agent.

ARTICLE 9 AMENDMENTS

Section 9.01 *Without Consent of Holders*. The Issuer, the Guarantors and the Trustee may amend or supplement this Indenture, the Tranche A-[●] Exit Notes, the Tranche A-[●] Exit Note Guarantees or the Collateral Documents without notice to or consent or vote of any Holder for the following purposes:

- (1) to cure any ambiguity, omission, defect or inconsistency;
- (2) to comply with Section 5.01;
- (3) to add to the covenants of the Issuer or the Guarantors for the benefit of the Holders;
- (4) to surrender any right conferred upon the Issuer or the Guarantors;

(5) to evidence and provide for the acceptance of an appointment by a successor Trustee or collateral trustee;

(6) to provide for the issuance of Additional Tranche A-[●] Exit Notes permitted hereunder;

(7) to provide for any guarantee of the Tranche A-[●] Exit Notes, to secure the Tranche A-[●] Exit Notes or to confirm and evidence the release, termination or discharge of any guarantee of the Tranche A-[●] Exit Notes when such release, termination or discharge is permitted by this Indenture;

(8) to make any other change that does not ~~materially and~~ adversely affect the legal rights or interests of the Holders;

(9) to comply with any applicable requirements of the SEC, including in connection with a required qualification of this Indenture under the U.S. Trust Indenture Act of 1939, as amended;

(10) to make, complete or confirm any grant of Collateral permitted or required by this Indenture or any of the Collateral Documents, or any release of Collateral pursuant to the terms of this Indenture or any of the Collateral Documents;

(11) to add additional assets as Collateral;

(12) to amend the Collateral Documents and/or enter into any Collateral Trust Agreement in a manner that does not ~~materially and~~ adversely affect the legal rights or interest of the Holders; or

(13) to provide for the issuance of Tranche A-[●] Exit Notes, related guarantees thereof and liens securing Tranche A-[●] Exit Notes.

~~provided that, in the case of clause (1) or (2) above,~~ the Company has delivered to the Trustee an Officers' Certificate stating that such amendment or supplement complies with the provisions of this Section 9.01.

Upon the written request of the Company and upon receipt by the Trustee of the documents described in Section 9.05, the Trustee shall join with the Issuer and the Guarantors in the execution of any supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations which may be therein contained, but the Trustee shall not be obligated to enter into any such supplemental indenture which affects its own rights, duties or immunities under this Indenture or otherwise.

The Issuer and each Guarantor must consent to any amendment or supplement hereunder.

Section 9.02 *With Consent of Holders.* Except as specified in Section 9.01, the Issuer, the Guarantors and the Trustee, together, may amend or supplement this Indenture, the Tranche A-[●] Exit Notes or the Collateral Documents with the written consent of the Required Holders for the purpose of adding any provisions to or changing in any manner or eliminating any of the

provisions of this Indenture or modifying in any manner the rights of the Holders under this Indenture, and the Required Holders may, except as set forth below, waive any past Default or compliance with any provision of this Indenture; *provided, however*, that, without the consent of Holders of at least ~~75~~90% in principal amount of the Outstanding Tranche A-[●] Exit Notes, any such amendment, waiver, supplement or other modification may not (i) release or have the effect of releasing or subordinating all or substantially all of the Liens securing the obligations under the Tranche A-[●] Exit Notes or (ii) release all or substantially all of the value of the Tranche A-[●] Exit Note Guarantees; provided, further, that, without the consent of each Holder affected, an amendment or waiver may not:

- (1) reduce the principal amount of or change the Stated Maturity of any payment on any Tranche A-[●] Exit Note;
- (2) reduce the stated rate of any interest on any Tranche A-[●] Exit Note;
- (3) reduce the amount payable upon the redemption of any Tranche A-[●] Exit Note or change the time at which any Tranche A-[●] Exit Note may be redeemed;
- (4) change the currency for payment of principal of, or interest or any Additional Amounts on, any Tranche A-[●] Exit Note;
- (5) impair the right to institute suit for the enforcement of any right to payment on or with respect to any Tranche A-[●] Exit Note;
- (6) waive a Default or Event of Default in payment of principal of and interest on the Tranche A-[●] Exit Notes;
- (7) reduce the principal amount of Tranche A-[●] Exit Notes whose Holders must consent to any amendment, supplement or waiver;
- (8) make any change in this first paragraph of this Section 9.02; or
- (9) contractually subordinate the Tranche A-[●] Exit Notes or the Tranche A-[●] Exit Note Guarantees in right of payment to any other obligations.

For the avoidance of doubt, Section 4.10 and related definitions may be amended, supplemented or waived with the consent of the Required Holders.

Upon the written request of the Company and upon the filing with the Trustee of evidence of the consent of the Holders as aforesaid, and upon receipt by the Trustee of the documents described in Section 9.05 hereof, the Trustee shall join with the Issuer and the Guarantors in the execution of such supplemental indenture but the Trustee shall not be obligated to enter into any such supplemental indenture which affects its own rights, duties or immunities under this Indenture or otherwise.

The Company shall mail to Holders prior written notice of any amendment or waiver proposed to be adopted under this Section 9.02.

It shall not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment or waiver under this Section 9.02 becomes effective, the Company shall mail to Holders a notice briefly describing such amendment or waiver. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment or waiver under this Section 9.02.

The Issuer and each Guarantor must consent to the amendment, supplement or waiver under this Section 9.02.

Section 9.03 Revocation and Effect of Consents and Waivers.

(a) A consent to an amendment or a waiver by a Holder of Tranche A-[●] Exit Notes shall bind the Holder and every subsequent Holder of that Tranche A-[●] Exit Note or portion of the Tranche A-[●] Exit Note that evidences the same debt as the consenting Holder's Tranche A-[●] Exit Note, even if notation of the consent or waiver is not made on the Tranche A-[●] Exit Note. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Tranche A-[●] Exit Note or portion of the Tranche A-[●] Exit Note if the Trustee receives the written notice of revocation at least one Business Day prior to the date the amendment or waiver becomes effective. After it becomes effective, an amendment or waiver shall bind every Holder.

(b) The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above. If a record date is fixed, then notwithstanding Section 9.03(a) those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

Section 9.04 Notation on or Exchange of Tranche A-[●] Exit Notes. If an amendment changes the terms of a Tranche A-[●] Exit Note, the Issuer may require the Holder to deliver the Tranche A-[●] Exit Note to the Trustee. If so instructed by the Issuer, the Trustee may place an appropriate notation on the Tranche A-[●] Exit Note regarding the changed terms and return it to the Holder. Alternatively, if the Issuer so determine, the Issuer in exchange for the Tranche A-[●] Exit Note shall issue and the Trustee shall authenticate a new Tranche A-[●] Exit Note that reflects the changed terms. Failure to make the appropriate notation or to issue a new Tranche A-[●] Exit Note shall not affect the validity of such amendment.

Section 9.05 Trustee to Sign Amendments. The Trustee shall sign any amendment authorized pursuant to this Article 9 if the amendment, waiver or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. In signing such amendment, waiver or supplement, in addition to the documents required by Section 11.03, the Trustee shall be entitled to receive indemnity satisfactory to the Trustee and to receive, and, subject to Section 7.01, shall be fully protected in relying upon, an Officers' Certificate and an Opinion of Counsel

each stating and as conclusive evidence that such amendment, waiver or supplemental indenture is authorized or permitted by this Indenture, that it is not inconsistent herewith, and that it shall be valid and binding upon the Issuer in accordance with its terms.

ARTICLE 10 GUARANTEES

Section 10.01 *The Tranche A-[●] Exit Note Guarantees.* Subject to the provisions of this Article 10, each Guarantor hereby irrevocably and unconditionally guarantees, jointly and severally, on a senior basis, secured by the Collateral, the full and punctual payment (whether at Stated Maturity, upon redemption, acceleration, or otherwise) of the principal of, premium, if any, and interest on, and all other amounts payable under, each Tranche A-[●] Exit Note, and the full and punctual payment of all other amounts payable by the Issuer under this Indenture. Upon failure by the Issuer to pay punctually any such amount, each Guarantor shall forthwith on demand pay the amount not so paid at the place and in the manner specified in this Indenture.

Section 10.02 *Guarantee Unconditional.* The obligations of each Guarantor hereunder are unconditional and absolute and, without limiting the generality of the foregoing, to the extent permitted by applicable law, will not be released, discharged or otherwise affected by:

- (1) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Issuer under this Indenture or any Tranche A-[●] Exit Note, by operation of law or otherwise;
- (2) any modification or amendment of or supplement to this Indenture or any Tranche A-[●] Exit Note;
- (3) any change in the corporate existence, structure or ownership of the Issuer, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Issuer or its assets or any resulting release or discharge of any obligation of the Issuer contained in this Indenture or any Tranche A-[●] Exit Note;
- (4) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Issuer, the Trustee or any other Person, whether in connection with this Indenture or any unrelated transactions; *provided* that nothing herein prevents the assertion of any such claim by separate suit or compulsory counterclaim;
- (5) any invalidity or unenforceability relating to or against the Issuer for any reason of this Indenture or any Tranche A-[●] Exit Note, or any provision of applicable law or regulation purporting to prohibit the payment by the Issuer of the principal of or interest on any Tranche A-[●] Exit Note or any other amount payable by the Issuer under this Indenture; or
- (6) any other act or omission to act or delay of any kind by the Issuer, the Trustee or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of or defense to such Guarantor's obligations hereunder.

Section 10.03 *Discharge; Reinstatement.* Each Guarantor's obligations hereunder will remain in full force and effect until the principal of, premium, if any, and interest on the Tranche A-[●] Exit Notes and all other amounts payable by the Issuer under this Indenture have been paid in full. If at any time any payment of the principal of, premium, if any, or interest on any Tranche A-[●] Exit Note or any other amount payable by the Issuer under this Indenture is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Issuer or otherwise, each Guarantor's obligations hereunder with respect to such payment will be reinstated as though such payment had been due but not made at such time.

Section 10.04 *Waiver by the Guarantors.* To the extent permitted by applicable law, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against the Issuer or any other Person.

Section 10.05 *Subrogation and Contribution.* Upon making any payment with respect to any obligation of the Issuer under this Article 10, the Guarantor making such payment will be subrogated to the rights of the payee against the Issuer with respect to such obligation; *provided* that the Guarantor may not enforce either any right of subrogation, or any right to receive payment in the nature of contribution, or otherwise, from any other Guarantor, with respect to such payment so long as any amount payable by the Issuer hereunder or under the Tranche A-[●] Exit Notes remains unpaid.

Section 10.06 *Stay of Acceleration.* If acceleration of the time for payment of any amount payable by the Issuer under this Indenture or the Tranche A-[●] Exit Notes is stayed upon the insolvency, bankruptcy or reorganization of the Issuer, all such amounts otherwise subject to acceleration under the terms of this Indenture are nonetheless payable by the Guarantors hereunder forthwith on demand by the Trustee or the Holders.

Section 10.07 *Limitation on Guarantor Liability.*

(a) Notwithstanding anything to the contrary in this Indenture, each Guarantor, and by its acceptance of Tranche A-[●] Exit Notes, each Holder, hereby confirms that it is the intention of all such parties that the Tranche A-[●] Exit Note Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance under applicable fraudulent conveyance provisions of the laws of Colombia, Costa Rica, El Salvador, Guatemala, Ecuador, Bahamas, Panama, the United Kingdom or the United States. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor will be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 10, result in the obligations of such Guarantor under its Tranche A-[●] Exit Note Guarantee not constituting a fraudulent transfer or conveyance; and

Section 10.08 *Execution and Delivery of Guarantee.* The execution by each Guarantor of this Indenture (or a supplemental indenture in the form of Exhibit B) evidences the Tranche A-[●] Exit Note Guarantee of such Guarantor, whether or not the Person signing as an officer of

the Guarantor still holds that office at the time of authentication of any Tranche A-[●] Exit Note. The delivery of any Tranche A-[●] Exit Note by the Trustee after authentication constitutes due delivery of the Tranche A-[●] Exit Note Guarantee set forth in this Indenture on behalf of each Guarantor.

Section 10.09 *Release of Guarantee*. The Tranche A-[●] Exit Note Guarantee of a Guarantor will terminate upon:

(1) Other than with respect to a Parent Guarantor, the sale or disposition of all or substantially all the assets of the Guarantor to a Person that is not an Affiliate in compliance with this Indenture;

(2) defeasance or discharge of the Tranche A-[●] Exit Notes, as provided in Article 8; or

(3) other than with respect to a Parent Guarantor, upon the sale of a Guarantor to a Person that is not an Affiliate in compliance with this Indenture.

Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the foregoing effect, the Trustee will execute any documents reasonably requested by the Company in writing in order to evidence the release of the Guarantor from its obligations under its Tranche A-[●] Exit Note Guarantee.

ARTICLE 11 MISCELLANEOUS

Section 11.01 *Provisions of Indenture and Tranche A-[●] Exit Notes for the Sole Benefit of Parties and Holders of Tranche A-[●] Exit Notes*. Nothing in this Indenture or the Tranche A-[●] Exit Notes, expressed or implied, shall give to any Person other than the parties hereto and their successors hereunder and the Holders of the Tranche A-[●] Exit Notes any benefit or any legal or equitable right, remedy or claim under this Indenture or the Tranche A-[●] Exit Notes.

Section 11.02 *Notices*. Any request, demand, authorization, direction, notice, consent, waiver or other communication or document provided or permitted by this Indenture to be made upon, given, provided or furnished to, or filed with, any party to this Indenture shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been received only upon actual receipt thereof by prepaid first class mail, courier, telecopier or electronic transmission, addressed to the relevant party as follows:

To the Issuer and the Guarantors:

[●]

To the Trustee, Registrar, Transfer Agent or Principal Paying Agent,

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor

Wilmington, Delaware 19801
Attention: Corporate Trust – Raye Goldsborough – [●][Avianca MidCo 2 Limited](#)

To the Collateral Trustee:

GLAS Americas LLC
Attention: Corporate Trust – [●]⁴⁸[Avianca MidCo 2 Limited](#)
3 Second Street, Suite 206
Jersey City, NJ 07311
Fax: 212-202-6246

Notices or communications to the Issuer and the Guarantors will be deemed given if given to the Company.

Any party by written notice to the other parties may designate additional or different addresses for subsequent notices or communications.

Where this Indenture provides for the giving of notice to Holders, such notice shall be sent by mail to the respective addresses of the holders as they appear in the Registrar's books, and such notices will be deemed given when mailed.

Neither the failure to give any notice to a particular holder, nor any defect in a notice given to a particular holder, will affect the sufficiency of any notice given to another holder. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed to a Holder in the manner provided above, it is duly given, whether or not the addressee receives it.

Section 11.03 *Officers' Certificate and Opinion of Counsel as to Conditions Precedent.* Upon any request or application by the Issuer to the Trustee to take or refrain from taking any action under this Indenture or any Collateral Document, the Company shall furnish to the Trustee:

(1) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture or such Collateral Document, as applicable, relating to the proposed action have been complied with; and

(2) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Section 11.04 *Rules by Trustee, Registrar, Paying Agent and Transfer Agents.* The Trustee may name the time and the place and make reasonable rules for action by or a meeting of Holders. The Registrar, the Paying Agent and the Transfer Agent may make reasonable rules for their functions.

⁴⁸ ~~Issuer Name.~~

Section 11.05 *Currency Indemnity*. U.S. Dollars are the sole currency of account and payment for all sums payable by the Issuer or the Guarantors under or in connection with the Tranche A-[●] Exit Notes or the Tranche A-[●] Exit Note Guarantees, as the case may be, including damages. Any amount received or recovered in a currency other than U.S. Dollars (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise) by the Trustee or any Holder of a Tranche A-[●] Exit Note in respect of any sum expressed to be due to it from the Issuer or the Guarantors shall only constitute a discharge to the Issuer or the Guarantors, as the case may be, to the extent of the U.S. Dollar amount that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that U.S. Dollar amount is less than the U.S. Dollar amount expressed to be due to the recipient under any note, the Issuer and the Guarantors shall indemnify the Trustee or such Holder against any loss sustained by it as a result, and if the amount of U.S. Dollars so purchased is greater than the sum originally due to such Holder, such Holder shall, by accepting a Tranche A-[●] Exit Note, be deemed to have agreed to repay such excess. In any event, the Issuer and the Guarantors shall indemnify the recipient against the reasonable cost of making any such purchase.

For the purposes of this Section 11.05, it shall be sufficient for the Holder of a Tranche A-[●] Exit Note to certify in a satisfactory manner (indicating the sources of information used) that it would have suffered a loss had an actual purchase of U.S. Dollars been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of U.S. Dollars on such date had not been practicable, on the first date on which it would have been practicable, it being required that the need for a change of date be certified in the manner mentioned above). These indemnities constitute a separate and independent obligation from the other obligations of the Issuer and the Guarantors, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of a Tranche A-[●] Exit Note and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any note.

Section 11.06 *No Recourse Against Others*. No director, officer, employee or shareholder, as such, of the Issuer, the Guarantors or the Trustee shall have any liability for any obligations of the Issuer, the Guarantors or the Trustee, respectively, under this Indenture or the Tranche A-[●] Exit Notes or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Tranche A-[●] Exit Note, each Holder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Tranche A-[●] Exit Notes.

Section 11.07 *Legal Holidays*. In any case where any Interest Payment Date or Redemption Date or date of Maturity of any Tranche A-[●] Exit Note shall not be a Business Day, then (notwithstanding any other provision of this Indenture or of the Tranche A-[●] Exit Notes) payment of interest or principal need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date or Redemption Date or date of Maturity; *provided* that no interest shall accrue for the

period from and after such Interest Payment Date or Redemption Date or date of Maturity, as the case may be, on account of such delay.

Section 11.08 *Governing Law and Waiver of Jury Trial.* THIS INDENTURE, THE TRANCHE A-[] EXIT NOTES AND THE TRANCHE A-[] EXIT NOTE GUARANTEES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE TRANCHE A-[] EXIT NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.09 *Consent to Jurisdiction; Waiver of Immunities.*

(a) Each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or U.S. federal court sitting in the Borough of Manhattan in The City of New York with respect to actions brought against it as a defendant in respect of any suit, action or proceeding or arbitral award arising out of or relating to this Indenture, the Tranche A-[] Exit Notes, the Tranche A-[] Exit Notes guarantees or any transaction contemplated hereby or thereby (a “**Proceeding**”), and irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each of the parties hereto irrevocably waives, to the fullest extent it may do so under applicable law, trial by jury and any objection which it may now or hereafter have to the laying of the venue of any such Proceeding brought in any such court and any claim that any such Proceeding brought in any such court has been brought in an inconvenient forum. The Issuer and each of the Guarantors irrevocably appoint Avianca Inc. (the “**Process Agent**”), located at [~~1670 NW 82nd Ave, Doral, Florida 33191~~], as its authorized agent to receive on behalf of it and its property service of copies of the summons and complaint and any other process which may be served in any Proceeding. If for any reason such Person shall cease to be such agent for service of process, the Issuer and each of the Guarantors shall forthwith appoint a new agent of recognized standing for service of process in the State of New York and deliver to the Trustee a copy of the new agent’s acceptance of that appointment within 30 days.

(b) The Issuer and each of the Guarantors hereby irrevocably appoint the Process Agent as its agent to receive, on behalf of itself and its property, service of copies of the summons and complaint and any other process which may be served in any such suit, action or proceeding brought in such New York state or U.S. federal court sitting in the Borough of Manhattan in The City of New York. Such service shall be made by delivering by hand a copy of such process to the Issuer or any Guarantor, as the case may be, in care of the Process Agent at the address specified above. The Issuer and each of the Guarantors hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. Failure of the Process Agent to give notice to the Issuer or any Guarantor, as the case may be, or failure of the Issuer or any Guarantor, as the case may be, to receive notice of such service of process shall not affect in any way the validity of such service on the Process Agent, the Issuer or the Guarantors. As an alternative method of service, the Issuer and each of the Guarantors also irrevocably consents to the service of any and all process in any such Proceeding by the delivery by hand of copies of such process to the Issuer or such Guarantor, as the case may be, at the address specified in

Section 11.02 or at any other address previously furnished in writing by the Issuer or the Guarantors to the Trustee. The Issuer and each of the Guarantors covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the designation of the Process Agent above in full force and effect during the term of the Tranche A-[●] Exit Notes, and to cause the Process Agent to continue to act as such.

(c) Nothing in this Section 11.09 shall affect the right of any party, including the Trustee, any Agent or any Holder, to serve legal process in any other manner permitted by law or affect the right of any party to bring any action or proceeding against any other party or its property in the courts of any other competent jurisdiction.

(d) The Issuer and each of the Guarantors irrevocably agrees that, in any proceedings anywhere (whether for an injunction, specific performance or otherwise), no immunity (to the extent that it may at any time exist, whether on the grounds of sovereignty or otherwise) from such proceedings, from attachment (whether in aid of execution, before judgment or otherwise) of its assets or from execution of judgment shall be claimed by it or on its behalf or with respect to its assets, except to the extent required by applicable law, any such immunity being irrevocably waived, to the fullest extent permitted by applicable law. The Issuer and each of the Guarantors irrevocably agrees that, where permitted by applicable law, it and its assets are, and shall be, subject to such proceedings, attachment or execution in respect of its obligations under this Indenture or the Tranche A-[●] Exit Notes.

Section 11.10 *Successors and Assigns*. All covenants and agreements of the Issuer and the Guarantors in this Indenture, the Tranche A-[●] Exit Notes and the Tranche A-[●] Exit Note Guarantees shall bind their respective successors and assigns, whether so expressed or not. All agreements of the Trustee in this Indenture shall bind its successors.

Section 11.11 *Multiple Originals and Counterparts; Electronic Execution*. The parties may sign any number of copies of this Indenture, including in electronic .pdf format⁴⁹. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture. ~~This Indenture may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication or electronic mail), each of which shall be an original and all of which together shall constitute one and the same instrument.~~ Delivery of an executed counterpart of a signature page of this Indenture by telecopy, e-mail, pdf, electronic signature or any other electronic means (e.g., “pdf”, DocuSign or “tif”) shall be effective as delivery of a manually executed counterpart of this Indenture. The words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import in any document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State

~~⁴⁹ Please confirm that electronic signatures (such as DocuSign) are not contemplated. If it is, we will need to include additional language authorizing use of e-signatures.~~

[Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.](#)

Section 11.12 *Severability Clause*. In case any provision in this Indenture or in the Tranche A-[●] Exit Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any term or provision hereof invalid or unenforceable in any respect.

Section 11.13 *Force Majeure*. In no event shall the Trustee nor any Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, lockouts, accidents, severe weather, floods, pandemics, epidemics, disease, acts of war or terrorism, civil or military disturbances or hostilities, nuclear or natural catastrophes or acts of God, any provision of any present or future law or regulation or of any Governmental Authority, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services or Federal Reserve Bank wire service; it being understood that the Trustee and such Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 11.14 *USA Patriot Act*. The parties hereto acknowledge that, in accordance with Section 326 of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (as amended, modified or supplemented from time to time, the “**USA Patriot Act**”), the Trustee, like all financial institutions, is required to obtain, verify and record information that identifies each Person or legal entity that opens an account. The parties to this Agreement agree that they will provide the Trustee with such information as the Trustee may request in order for the Trustee to satisfy the requirements of the USA Patriot Act.

Section 11.15 *No Partnership or Joint Venture*. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of any other. No party shall hold itself out contrary to the terms of this Section and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Indenture is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

ARTICLE 12
COLLATERAL

Section 12.01 Collateral Documents.

(a) The due and punctual payment of the principal of, premium and interest (including Additional Amounts, if any) on the Tranche A-[●] Exit Notes when and as the same shall be due and payable, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise, and interest on the overdue principal of, premium and interest on the Tranche A-[●] Exit Notes and performance of all other obligations of the Company and the Guarantors to the Holders or the Trustee under this Indenture, the Tranche A-

[●] Exit Notes, the Tranche A-[●] Exit Note Guarantees, and the Collateral Documents, according to the terms hereunder or thereunder, shall be secured as provided in the Collateral Documents, which define the terms of the Liens that secure the Company's and the Guarantors' respective obligations hereunder. The Trustee and the Company hereby acknowledge and agree that the Collateral Trustee holds the Collateral in trust for the benefit of the Holders and the Trustee and pursuant to the terms of the Collateral Documents and any Collateral Trust Agreement, except as otherwise provided in any Collateral Document. Each Holder, by accepting a Tranche A-[●] Exit Note, consents and agrees to the terms of the Collateral Documents and any Collateral Trust Agreement (in each case, including the provisions providing for the possession, use, release and foreclosure of Collateral) as the same may be in effect or may be amended from time to time in accordance with their terms, and authorizes and directs the Collateral Trustee and the Trustee, as applicable, to enter into (and for the Trustee to acknowledge, as applicable) the Collateral Documents and any Collateral Trust Agreement and to perform its obligations and exercise its rights thereunder in accordance therewith. The Company shall deliver to the Collateral Trustee copies of all documents required to be filed pursuant to the Collateral Documents, and will do or cause to be done all such acts and things as may be reasonably required by the next sentence of this Section 12.01, to assure and confirm to the Collateral Trustee the security interest in the Collateral contemplated hereby, by the Collateral Documents or any part thereof, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture, the Tranche A-[●] Exit Notes, and the Tranche A-[●] Exit Note Guarantees, according to the intent and purposes herein expressed. The Company shall, and shall cause the Guarantors to, take any and all actions and make all filings (including the filing of UCC financing statements, continuation statements and amendments thereto (or analogous procedures under the applicable laws in the relevant jurisdiction)) required to cause the Collateral Documents to create and maintain, as security for the obligations of the Company and the Guarantors hereunder and under the Tranche A-[●] Exit Notes, the Tranche A-[●] Exit Note Guarantees and the Collateral Documents, and the other Secured Obligations as defined in the Collateral Trust Agreement, a valid and enforceable perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) Lien and security interest in and on all of the Collateral (subject to the terms of any Collateral Trust Agreement and the Collateral Documents), in favor of the Collateral Trustee for the benefit of the Holders and the other Secured Parties (as defined in the Collateral Trust Agreement). If property that is intended to be Collateral is acquired by the Company or a Guarantor (including property of a Person that becomes a new Guarantor) that is not automatically subject to a perfected (or, to the extent applicable, a similar method of effecting a security interest against third parties) security interest under the Collateral Documents, then the Company or such Guarantor will provide a Lien over such property (or, in the case of a new Guarantor, such of its property) in favor of the Collateral Trustee.

(b) The Issuer and the Guarantors shall deliver to the Trustee copies of all Collateral Documents and all notices and other documents delivered to the Collateral Trustee pursuant to the Collateral Documents.

(c) ~~The Collateral Trustee is holding the physical Collateral and the notifications described on Schedule III hereto as of the Issue Date and additional physical collateral may be delivered to the Collateral Trustee in the future and, in connection therewith, the Issuer shall~~

~~update Schedule III accordingly and give notice of such update to the Collateral Trustee.~~ [Reserved].

Section 12.02 *Release of Collateral.*

(a) Subject to Sections 12.02(b), (c), and (d), the Liens securing the Tranche A-[●] Exit Notes will be automatically released, and the Trustee (subject to its receipt of an Officers' Certificate and Opinion of Counsel as provided below) shall execute documents evidencing such release, or instruct the Collateral Trustee to execute, as applicable, the same at the Issuer's sole cost and expense, under one or more of the following circumstances:

(1) in whole upon:

(A) payment in full of the principal of, together with accrued and unpaid interest (including Additional Amounts, if any) on, the Tranche A-[●] Exit Notes and all other obligations under this Indenture;

(B) satisfaction and discharge of this Indenture as set forth under Article 11;

(C) a Legal Defeasance or Covenant Defeasance as set forth under Article 8;

(2) in part, as to any asset constituting Collateral:

(A) that is sold, transferred or otherwise disposed of by the Issuer or any Guarantor to any Person that is not an Affiliate of the Issuer or a Guarantor in a transaction permitted by this Indenture and the Collateral Documents,

(B) that is held by a Guarantor that ~~ceases to be a Guarantor~~ is released from its Tranche A-[●] Exit Note Guarantee pursuant to Section 10.09,

(C) with respect to any aircraft that constitutes Collateral, in connection with any financing (solely to the extent a security interest in such aircraft would be prohibited or restricted by the related financing documents) of such aircraft, or

(D) that is otherwise released in accordance with this Indenture or the Collateral Documents; ~~or.~~

~~(3) in whole upon each of Standard & Poor's and Fitch issuing a notice that the Tranche A-[●] Exit Notes would have an unsecured rating of at least BB (stable) or better after giving pro forma effect to such release of Liens.~~

(b) With respect to any release of Collateral, the Trustee and the Collateral Trustee shall be entitled to receive an Officers' Certificate and an Opinion of Counsel each stating that all conditions precedent under this Indenture and the Collateral Documents and any Collateral Trust Agreement, as applicable, to such release have been satisfied, that such release is authorized or permitted by the terms of this Indenture, the Collateral Documents or any

Collateral Trust Agreement, and that the Trustee and the Collateral Trustee are authorized and directed to execute and deliver the documents provided by the Company in connection with such release, and any necessary or proper instruments of termination, satisfaction, discharge or release prepared by the Company. Neither the Trustee nor the Collateral Trustee shall be liable for any such release undertaken in reliance upon any such Officers' Certificate, Opinion of Counsel or direction and notwithstanding any term hereof or in any Collateral Document or in any Collateral Trust Agreement to the contrary, the Trustee and the Collateral Trustee shall not be under any obligation to release any such Lien and security interest, or execute and deliver any such instrument of release, satisfaction, discharge or termination, unless and until it receives such Officers' Certificate, Opinion of Counsel and direction.

(c) At any time when a Default or Event of Default has occurred and is continuing and the maturity of the Tranche A-[●] Exit Notes has been accelerated (whether by declaration or otherwise) and the Trustee has delivered notice of acceleration to the Collateral Trustee, no release of Collateral pursuant to the provisions of this Indenture or the Collateral Documents shall be effective as against the Holders, except as otherwise provided in any applicable Collateral Trust Agreement.

(d) Notwithstanding anything to the contrary in this Section 12.02 and the partial release of Liens in accordance with sections (a) and (b) above, Liens shall not be released in whole while other Secured Obligations (as defined in the Collateral Trust Agreement) are still outstanding.

Section 12.03 Suits to Protect the Collateral.

Subject to the provisions of Article 7 hereof and the Collateral Documents and any Collateral Trust Agreement, the Trustee, without the consent of the Holders, on behalf of the Holders, may or may direct the Collateral Trustee to take all actions the Trustee may determine in order to:

- (a) enforce any of the terms of the Collateral Documents; and
- (b) collect and receive any and all amounts payable in respect of the obligations hereunder.

Subject to the provisions of the Collateral Documents and any Collateral Trust Agreement, the Trustee and the Collateral Trustee shall have power to institute and to maintain such suits and proceedings as the Trustee may determine to prevent any impairment of the Collateral by any acts which may be unlawful or in violation of any of the Collateral Documents or this Indenture, and such suits and proceedings as the Trustee may determine to preserve or protect their interests and the interests of the Holders in the Collateral. Nothing in this Section 12.03 shall be considered to impose any such duty or obligation to act on the part of the Trustee or the Collateral Trustee.

Section 12.04 Authorization of Receipt of Funds by the Trustee Under the Collateral Documents.

Subject to any Collateral Trust Agreement, the Trustee (and the Principal Paying Agent on behalf of the Trustee) is authorized to receive any funds for the benefit of the Holders distributed under the Collateral Documents, and to make further distributions of such funds to the Holders according to the provisions of this Indenture.

Section 12.05 Purchaser Protected.

In no event shall any purchaser in good faith of any property purported to be released hereunder be bound to ascertain the authority of the Collateral Trustee or the Trustee to execute the release or to inquire as to the satisfaction of any conditions required by the provisions hereof for the exercise of such authority or to see to the application of any consideration given by such purchaser or other transferee; nor shall any purchaser or other transferee of any property or rights permitted by this Article 12 to be sold be under any obligation to ascertain or inquire into the authority of the Company or the applicable Guarantor to make any such sale or other transfer.

Section 12.06 Powers Exercisable by Receiver or Trustee.

In case the Collateral shall be in the lawful possession of a receiver or trustee, lawfully appointed, the powers conferred in this Article 12 upon the Company or a Guarantor with respect to the release, sale or other disposition of such property may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of the Company or a Guarantor or of any Officer or Officers thereof required by the provisions of this Article 12; and if the Trustee or the Collateral Trustee shall be in the possession of the Collateral under any provision of this Indenture, then such powers may be exercised by the Trustee or the Collateral Trustee.

Section 12.07 Collateral Trustee.

(a) Each of the Holders, by acceptance of the Tranche A-[●] Exit Notes, and the Company hereby designates and appoints the Collateral Trustee as its agent under this Indenture, the Collateral Documents and any Collateral Trust Agreement and each of the Holders by acceptance of the Tranche A-[●] Exit Notes hereby irrevocably authorizes the Collateral Trustee to take such action on its behalf under the provisions of this Indenture, the Collateral Documents and any Collateral Trust Agreement and to exercise such powers and perform such duties as are expressly delegated to the Collateral Trustee by the terms of this Indenture, the Collateral Documents and any Collateral Trust Agreement, and consents and agrees to the terms of any Collateral Trust Agreement and each Collateral Document, as the same may be in effect or may be amended, restated, supplemented or otherwise modified from time to time in accordance with their respective terms. The Collateral Trustee agrees to act as such on the express conditions contained in this Section 12.07. The provisions of this Section 12.07 are solely for the benefit of the Collateral Trustee, and none of the Trustee, any of the Holders, the Company nor any of the Guarantors shall have any rights as a third party beneficiary of any of the provisions contained in this Section 12.07 other than as expressly provided in Section 12.03.

~~(a)~~ Each Holder agrees that any action taken by the Collateral Trustee in accordance with the provision of this Indenture, any Collateral Trust Agreement and the Collateral Documents,

and the exercise by the Collateral Trustee of any rights or remedies set forth herein and therein shall be authorized and binding upon all Holders. Notwithstanding any provision to the contrary contained elsewhere in this Indenture, the ~~Collateral~~Security Debt Documents and any Collateral Trust Agreement, the duties of the Collateral Trustee shall be ministerial and administrative in nature, and the Collateral Trustee shall not have any duties or responsibilities, except those expressly set forth herein and in the ~~other documents~~Security Debt Documents to which the Collateral Trustee is a party, nor shall the Collateral Trustee have or be deemed to have any trust or other fiduciary relationship with the Trustee, any Holder, the Company or any Guarantor, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Indenture, the ~~Collateral~~Security Debt Documents and any Collateral Trust Agreement or otherwise exist against the Collateral Trustee. Without limiting the generality of the foregoing sentence, the use of the term “agent” in this Indenture with reference to the Collateral Trustee is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) Each Collateral Trustee may perform any of its duties under this Indenture, the Collateral Documents or any Collateral Trust Agreement by or through receivers, agents, employees, attorneys-in-fact or with respect to any specified Person, such Person’s Affiliates, and the respective officers, directors, employees, agents, advisors and attorneys-in-fact of such Person and its Affiliates, (each, a “Related Person”) and shall be entitled to advice of counsel concerning all matters pertaining to such duties, and shall be entitled to act upon, and shall be fully protected in taking action in reliance upon any advice or opinion given by legal counsel. The Collateral Trustee shall not be responsible for the negligence or willful misconduct of any receiver, agent, employee, attorney-in-fact or Related Person that it selects as long as such selection was made with due care.

(c) Neither the Collateral Trustee nor any of its Related Persons shall (i) be liable for any action taken or omitted to be taken by any of them under or in connection with this Indenture or the transactions contemplated hereby (except for its own gross negligence or willful misconduct) or under or in connection with any Collateral Document or any Collateral Trust Agreement or the transactions contemplated thereby (except for its own gross negligence or willful misconduct), or (ii) be responsible in any manner to either of the Trustee or any Holder for any recital, statement, representation, warranty, covenant or agreement made by the Company or any Guarantor or Affiliate of any Guarantor, or any Officer or Related Person thereof, contained in this Indenture, any Collateral Document or any Collateral Trust Agreement, or in any certificate, report, statement or other document referred to or provided for in, or received by the Collateral Trustee under or in connection with, this Indenture, the Collateral Documents or any Collateral Trust Agreement, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Indenture, the Collateral Documents or any Collateral Trust Agreement, or for any failure of the Company or any Guarantor or any other party to this Indenture, the Collateral Documents or any Collateral Trust Agreement to perform its obligations hereunder or thereunder. Neither the Collateral Trustee nor any of its respective Related Persons shall be under any obligation to the Trustee or any Holder to ascertain or to inquire as to the existence of any Default or Event of Default, the observance or performance of any of the agreements contained in, or conditions of, this Indenture, the Collateral Documents or

any Collateral Trust Agreement or to inspect the properties, books, or records of the Company, any Guarantor or any Guarantor's Affiliates.

(d) The Collateral Trustee shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, certification, telephone message, statement, or other communication, document or conversation (including those by telephone or e-mail) believed by it to be genuine and correct and to have been signed, sent, or made by the proper Person or Persons, and upon advice and statements of legal counsel (including, without limitation, counsel to the Company or any Guarantor), independent accountants and other experts and advisors selected by the Collateral Trustee. The Collateral Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document. Except as required by any Collateral Trust Agreement, the Collateral Trustee shall be fully justified in failing or refusing to take any action under this Indenture, the Collateral Documents or any Collateral Trust Agreement unless it shall first receive such advice or concurrence of the Trustee or the Required Holders as it determines and, if it so requests, it shall first be indemnified to its satisfaction by the Holders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Except as required by any Collateral Trust Agreement, the Collateral Trustee shall in all cases be fully protected in acting, or in refraining from acting, under this Indenture, the Collateral Documents or any Collateral Trust Agreement in accordance with a request, direction, instruction or consent of the Trustee or the Required Holders and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Holders.

(e) The Collateral Trustee shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, unless a Responsible Officer of the Collateral Trustee shall have received written notice from the Trustee or the Company referring to this Indenture, describing such Default or Event of Default and stating that such notice is a "notice of default". Subject to the provisions of the Collateral Documents and any Collateral Trust Agreement, the Collateral Trustee shall take such action with respect to such Default or Event of Default as may be requested by the Trustee in accordance with Article 7 or the Required Holders (subject to this Section 12.07).

(f) A Collateral Trustee may resign at any time by giving thirty days' written notice to the Trustee, the Company and the Holders, such resignation to be effective upon the acceptance of a successor agent to its appointment as Collateral Trustee. If the Collateral Trustee resigns under this Indenture, the Company shall appoint a successor collateral trustee; provided that at any time while an Event of Default has occurred and is continuing, such appointment shall be made by the Required Holders. If no successor collateral trustee is appointed prior to the intended effective date of the resignation of the Collateral Trustee (as stated in the notice of resignation), the Collateral Trustee may (or at the written direction of the Required Holders, the Collateral Trustee shall), or the Company (so long as there is not a continuing Event of Default) or the Required Holders may, appoint, subject to the consent of the Company (which consent shall not be unreasonably withheld and which consent shall not be required during a continuing Event of Default), a successor collateral trustee. If no successor collateral trustee is appointed and consented to by the Company (if such consent is required)

pursuant to the preceding sentence within thirty (30) days after the intended effective date of resignation (as stated in the notice of resignation), the Trustee, **the Required Holders**, or the resigning Collateral Trustee shall be entitled to petition a court of competent jurisdiction, at the sole expense of the Company, to appoint a successor. In addition, the Required Holders may remove the Collateral Trustee by so notifying the Trustee, the Issuer and the Collateral Trustee in writing, which removal shall become effective upon the appointment of a successor collateral trustee by the Required Holders (which successor collateral trustee shall be subject to the consent of the Company, which consent shall not be unreasonably withheld and which consent shall not be required during a continuing Event of Default). Upon the acceptance of its appointment as successor collateral trustee hereunder, such successor collateral trustee shall succeed to all the rights, powers and duties of the retiring or removed Collateral Trustee, and the term "Collateral Trustee" shall mean such successor collateral trustee, and the retiring or removed Collateral Trustee's appointment, powers and duties as the Collateral Trustee shall be terminated. After a retiring Collateral Trustee's resignation or removal hereunder, the provisions of this Section 12.07 (and Section 7.07) shall continue to inure to its benefit and such retiring or removed Collateral Trustee shall not by reason of such resignation or removal be deemed to be released from liability as to any actions taken or omitted to be taken by it while it was the Collateral Trustee under this Indenture.

(g) Except as otherwise explicitly provided herein or in the Collateral Documents or any Collateral Trust Agreement, neither the Collateral Trustee nor any of its officers, directors, employees or agents or other Related Persons shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The Collateral Trustee shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Collateral Trustee nor any of its officers, directors, employees or agents shall be responsible for any act or failure to act hereunder, except for its own gross negligence or willful misconduct. The Collateral Trustee shall not be responsible for any misconduct or negligence on the part of any co-Collateral Trustee, agent, attorney, custodian or nominee appointed with due care by it hereunder. The Collateral Trustee shall not incur any liability as a result of the sale (whether public or private) of the Collateral or any part thereof at any sale pursuant to this Indenture or any Collateral Document conducted in a commercially reasonable manner. Each of the Company, **each Guarantor, and the Holders (by each of their acceptance of the Notes) hereby waives any claims against the Collateral Trustee arising by reason of the fact that the price at which the Collateral may have been sold at such sale (whether public or private) was less than the price that might have been obtained otherwise, even if the Collateral Trustee accepts the first offer received and does not offer the Collateral to more than one offeree, so long as such sale is conducted in a commercially reasonable manner. Each of the Company, each** Guarantor, and the Holders (by each their acceptance of the Notes) hereby agrees that in respect of any sale of any of the Collateral pursuant to the terms hereof, the Collateral Trustee is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable laws, or in order to obtain any required approval of the sale or of the purchaser by any governmental authority or official, and Company further agrees that such compliance shall not, in and of itself, result in such sale being considered or deemed not to have been made in a commercially reasonable manner, **nor shall the Collateral**

Trustee be liable or accountable to the Holder for any discount allowed by reason of the fact that the Collateral or any part thereof is sold in compliance with any such limitation or restriction.

(h) The Collateral Trustee and the Trustee, as applicable, are authorized and directed by the Company and the Holders (by acceptance of the Tranche A-[●] Exit Notes) to (i) enter into the Trust Mandates and the Collateral Documents to which they are a party, whether executed before, on or after the Issue Date, (ii) enter into any Collateral Trust Agreement, (iii) make the representations of the Holders set forth in the Collateral Documents and any Collateral Trust Agreement, (iv) bind the Holders on the terms as set forth in the Collateral Documents and any Collateral Trust Agreement and (v) perform and observe its obligations under the Collateral Documents and any Collateral Trust Agreement; *provided* that the Trustee, as such and in its capacity as the Collateral Trustee under the Collateral Documents, shall not take any action under the Collateral Documents except at the written direction of the Holders of the applicable percentage of Outstanding Tranche A-[●] Exit Notes or pursuant to a Company Order and Opinion of Counsel, in each case, to the extent permitted by the terms of this Indenture.

(i) If at any time or times the Trustee or the Paying Agent shall receive (i) by payment, foreclosure, realization, set-off or otherwise, any proceeds of Collateral or any payments with respect to the obligations arising under, or relating to, this Indenture, except for any such proceeds or payments received by the Trustee or the Paying Agent from the Collateral Trustee pursuant to the terms of this Indenture, or (ii) payments from the Collateral Trustee in excess of the amount required to be paid to the Trustee or the Paying Agent pursuant to Article 7, the Trustee or the Paying Agent shall promptly turn the same over to the Collateral Trustee, in kind, and with such endorsements as may be required to negotiate the same to the Collateral Trustee such proceeds to be applied by the Collateral Trustee pursuant to the terms of this Indenture, the Collateral Documents and any Collateral Trust Agreement.

(j) Should the Trustee obtain possession of any Collateral, upon request from the Company, the Trustee shall notify the Collateral Trustee thereof and promptly shall deliver such Collateral to the Collateral Trustee or otherwise deal with such Collateral in accordance with the Collateral Trustee's instructions.

(k) The Collateral Trustee shall have no obligation whatsoever to the Trustee or any of the Holders to assure that the Collateral exists or is owned by the Company or any Guarantor or is cared for, protected, or insured or has been encumbered, or that the Collateral Trustee's Liens have been properly or sufficiently or lawfully created, perfected, protected, maintained or enforced or are entitled to any particular priority, or to determine whether all or any of the Company's or the Guarantor's property constituting Collateral intended to be subject to the Lien and security interest of the Collateral Documents has been properly and completely listed or delivered, as the case may be, or the genuineness, validity, marketability or sufficiency thereof or title thereto, or to exercise at all or in any particular manner or under any duty of care, disclosure, or fidelity, or to continue exercising, any of the rights, authorities, and powers granted or available to the Collateral Trustee pursuant to this Indenture, any Collateral Document or any Collateral Trust Agreement other than pursuant to the instructions of the Trustee or the Required Holders or as otherwise provided in the Collateral Documents or any Collateral Trust Agreement, it being understood and agreed that in respect of the Collateral, or

any act, omission, or event related thereto, the Collateral Trustee shall have no other duty or liability whatsoever to the Trustee or any Holder as to any of the foregoing.

(l) If the Company or any Guarantor (i) incurs or designates any obligations in respect of ~~Future Pari Passu~~Additional Secured ~~Indebtedness~~Debt Facilities at any time when no Collateral Trust Agreement is in effect and (ii) delivers to the Collateral Trustee an Officers' Certificate so stating and authorizing and directing the Collateral Trustee to enter into a Collateral Trust Agreement in favor of a designated agent or representative for the holders of the ~~Future Pari Passu~~Additional Secured ~~Indebtedness~~Debt Facility so incurred, the Collateral Trustee shall (and is hereby authorized and directed to) enter into such Collateral Trust Agreement (at the sole expense and cost of the Company, including legal fees and expenses of the Collateral Trustee), bind the Holders on the terms set forth therein and perform and observe its obligations thereunder.

(m) No provision of this Indenture, any Collateral Trust Agreement or any Collateral Document shall require the Collateral Trustee (or the Trustee) to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or thereunder or to take or omit to take any action hereunder or thereunder or take any action at the request or direction of Holders (or the Trustee in the case of a Collateral Trustee) if it shall not have received indemnity satisfactory to the Collateral Trustee against potential costs and liabilities incurred by the Collateral Trustee relating thereto. Notwithstanding anything to the contrary contained in this Indenture, any Collateral Trust Agreement or the Collateral Documents, in the event the Collateral Trustee is entitled or required to commence an action to foreclose or otherwise exercise its remedies to acquire control or possession of the Collateral, the Collateral Trustee shall not be required to commence any such action or exercise any remedy or to inspect or conduct any studies of any property under the mortgages or take any such other action if the Collateral Trustee has determined that the Collateral Trustee may incur personal liability as a result of the presence at, or release on or from, the Collateral or such property, of any hazardous substances unless the Collateral Trustee has received security or indemnity from the Company or the Holders in an amount and in a form satisfactory to the Collateral Trustee in its sole discretion, protecting the Collateral Trustee from all such liability. The Collateral Trustee shall at any time be entitled to cease taking any action described in this paragraph (m) if it no longer reasonably deems any indemnity, security or undertaking from the Company or the Holders to be sufficient.

(n) ~~The Collateral Trustee (i) shall not be liable for any action taken or omitted to be taken by it in connection with this Indenture, any Collateral Trust Agreement and the Collateral Documents or instrument referred to herein or therein, except to the extent that any of the foregoing are found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from its own gross negligence or willful misconduct and (ii) shall not be liable for interest on any money received by it except as the Collateral Trustee may agree in writing with the Company (and money held in trust by the Collateral Trustee need not be segregated from other funds except to the extent required by law). The~~ Collateral Trustee may consult with counsel of its selection and the advice or opinion of such counsel as to matters of law shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it in good faith and in accordance with the advice or opinion of such

counsel. The grant of permissive rights or powers to the Collateral Trustee shall not be construed to impose duties to act.

(o) Neither the Collateral Trustee nor the Trustee shall be liable for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, pandemics, epidemics, disease, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. Neither the Collateral Trustee nor the Trustee shall be liable for any indirect, special, punitive, incidental or consequential damages (included but not limited to lost profits) whatsoever, even if it has been informed of the likelihood thereof and regardless of the form of action.

(p) The Collateral Trustee does not assume any responsibility for any failure or delay in performance or any breach by the Company or any Guarantor under this Indenture, any Collateral Trust Agreement and the Collateral Documents. The Collateral Trustee shall not be responsible to the Holders or any other Person for any recitals, statements, information, representations or warranties contained in this Indenture, any Collateral Document or any Collateral Trust Agreement or in any certificate, report, statement, or other document referred to or provided for in, or received by the Collateral Trustee under or in connection with, this Indenture, any Collateral Trust Agreement or any Collateral Document; the execution, validity, genuineness, effectiveness or enforceability of any Collateral Trust Agreement and any Collateral Documents of any other party thereto; the genuineness, enforceability, collectability, value, sufficiency, location or existence of any Collateral, or the validity, effectiveness, enforceability, sufficiency, extent, perfection or priority of any Lien there-in; the validity, enforceability or collectability of any Obligations; the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any obligor; or for any failure of any obligor to perform its obligations under this Indenture, any Collateral Trust Agreement and the Collateral Documents. The Collateral Trustee shall ~~have no obligation to any Holder or any other Person to ascertain or inquire into the existence of any Default or Event of Default, the observance or performance by any obligor of any terms of this Indenture, any Collateral Trust Agreement and the Collateral Documents, or the satisfaction of any conditions precedent contained in this Indenture, any Collateral Trust Agreement and any Collateral Documents. The Collateral Trustee shall~~ not be required to initiate or conduct any litigation or collection or other proceeding under this Indenture, any Collateral Trust Agreement and the Collateral Documents unless expressly set forth hereunder or thereunder. The Collateral Trustee shall have the right at any time to seek instructions from the Holders with respect to the administration of this Indenture, any Collateral Document or any Collateral Trust Agreement.

(q) The parties hereto and the Holders hereby agree and acknowledge that the Collateral Trustee shall not assume, be responsible for or otherwise be obligated for any liabilities, claims, causes of action, suits, losses, allegations, requests, demands, penalties, fines, settlements, damages (including foreseeable and unforeseeable), judgments, expenses and costs (including but not limited to, any remediation, corrective action, response, removal or remedial action, or investigation, operations and maintenance or monitoring costs, for personal injury or property damages, real or personal) of any kind whatsoever, pursuant to any environmental law as a result of this Indenture, any Collateral Trust Agreement, the Collateral Documents or any actions taken pursuant hereto or thereto. Further, the parties hereto and the Holders hereby agree

and acknowledge that in the exercise of its rights under this Indenture, any Collateral Trust Agreement and the Collateral Documents, the Collateral Trustee may hold or obtain indicia of ownership primarily to protect the security interest of the Collateral Trustee in the Collateral and that any such actions taken by the Collateral Trustee shall not be construed as or otherwise constitute any participation in the management of such Collateral.

(r) Upon the receipt by the Collateral Trustee of a written request of the Company signed by one Officer of the Company (a “Collateral Document Order”), such Collateral Trustee is hereby authorized and directed to execute and enter into, and shall execute and enter into, without the further consent of any Holder or the Trustee, any Collateral Document (in form and substance reasonably satisfactory to the Collateral Trustee) to be executed after the Issue Date. Such Collateral Document Order shall (i) state that it is being delivered to the Collateral Trustee pursuant to, and is a Collateral Document Order referred to in, this Section 12.07(r), and (ii) instruct the Collateral Trustee to execute and enter into such Collateral Document. Any such execution of a Collateral Document shall be at the direction and expense of the Company, upon delivery to the Collateral Trustee of an Officers’ Certificate and Opinion of Counsel stating that all conditions precedent to the execution and delivery of the Collateral Document have been satisfied. The Holders, by their acceptance of the Tranche A-[●] Exit Notes, hereby authorize and direct the Collateral Trustee to execute such Collateral Documents.

(s) Subject to the provisions of the applicable Collateral Documents and any Collateral Trust Agreement, each Holder, by acceptance of the Tranche A-[●] Exit Notes, agrees that the Collateral Trustee shall execute and deliver any Collateral Trust Agreement and the Collateral Documents to which it is a party (or joinders thereto) and all agreements, documents and instruments incidental thereto, and act in accordance with the terms thereof. For the avoidance of doubt, the Collateral Trustee shall have no discretion under this Indenture, any Collateral Trust Agreement or the Collateral Documents and shall not be required to make or give any determination, consent, approval, request or direction, or exercise any discretionary power, except discretionary rights and powers expressly contemplated hereby or by the Collateral Documents, without the written direction of the Company, the Trustee, or the Required Holders, as applicable. The Collateral Trustee shall be entitled to refrain from any act or the taking of any action hereunder or under any of the Collateral Documents or from the exercise of any power or authority vested in it hereunder or thereunder unless and until the Collateral Trustee shall have received instructions from the Required Holders or the Trustee, as applicable, and if the Collateral Trustee deems necessary, satisfactory indemnity, and shall not be liable for any such delay in acting. The Collateral Trustee shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Collateral Trustee to liability or that is contrary to this Indenture or any Collateral Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any bankruptcy or insolvency law. For purposes of clarity, phrases such as “satisfactory to”, “approved by”, “acceptable to”, “as determined by”, “in the discretion of”, “selected by”, “requested by” the Collateral Trustee and phrases of similar import authorize and permit the Collateral Trustee to approve, disapprove, determine, act or decline to act in its reasonable discretion.

(t) After the occurrence of an Event of Default, the Trustee may direct the Collateral Trustee in connection with any action required or permitted by this Indenture, the Collateral Documents or any Collateral Trust Agreement.

(u) The Collateral Trustee is authorized to receive any funds for the benefit of itself, the Trustee and the Holders distributed under the Collateral Documents or any Collateral Trust Agreement and to the extent not prohibited under any Collateral Trust Agreement, for turnover to the Paying Agent to make further distributions of such funds to itself, the Trustee and the Holders in accordance with the provisions of Section 6.06 hereof and the other provisions of this Indenture.

(v) [reserved].

(w) Notwithstanding anything to the contrary in this Indenture, any Collateral ~~Agency Trust~~ Agreement or any Collateral Document, in no event shall the Collateral Trustee nor the Trustee be responsible for, or have any duty or obligation with respect to, the recording, filing, re-recording, re-filing, registering, perfection, protection or maintenance of the security interests, financial statement, perfection statement, continuation statement or other statement, or Liens intended to be created by this Indenture or the Collateral Documents in any public office or for otherwise ensuring the perfection or maintenance of any security interest granted pursuant to this Indenture or the Collateral Documents, neither shall the Collateral Trustee nor the Trustee be responsible for, and neither the Collateral Trustee nor the Trustee make any representation regarding, the validity, effectiveness or priority of any of the Collateral Documents or the security interests or Liens intended to be created thereby.

(x) Before the Collateral Trustee acts or refrains from acting in each case at the request or direction of the Company or the Guarantors, it may require an Officers' Certificate and an Opinion of Counsel, which shall conform to the provisions of Section 11.03. The Collateral Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such certificate or opinion.

(y) The Company shall pay compensation to, reimburse expenses of and indemnify the Collateral Trustee in accordance with Section 7.07.

Section 12.08 ~~Future Pari Passu~~ Additional Secured Indebtedness Debt Facilities.

For purposes of the provisions hereof and any Collateral Trust Agreement requiring the Company to designate Indebtedness for the purposes of the term ~~{“Future Pari Passu~~ Additional Secured Indebtedness”⁵⁰ ~~}-~~ Debt Facility” or any other such designations hereunder or under any Collateral Trust Agreement, any such designation shall be sufficient if the ~~following~~ requirements of Section 2(b) of the Collateral Trust Agreement are satisfied~~:~~.

~~(a) The Issuer shall deliver to the Trustee an Officer's Certificate (i) describing the new Indebtedness being designated as Future Pari Passu Secured Indebtedness and the Collateral that will secure such Indebtedness, (ii) certifying that such Indebtedness is permitted to be incurred under this Indenture and permitted to be secured by such Collateral on a pari passu with the~~

⁵⁰ ~~NTD: To conform to terminology in Collateral Trust Agreement.~~

~~obligations under this Indenture and the Tranche A [●] Exit Notes pursuant to clause (xx) of the definition of Permitted Liens, (iii) certifying that such Indebtedness is permitted to be secured by such Collateral pursuant to any documents governing such Collateral, including any ECA financing arrangements and (iv) if applicable, stating that such Indebtedness shall be automatically included in the definition of “Guaranteed Obligations” or “Secured Obligations” (or a similar term) under each Collateral Document set forth in such officer’s certificate;~~

~~(b) The Issuer shall deliver to the Trustee any new Collateral Documents or Collateral Trust Agreements or one or more amendments, supplements or joinders to the then existing Collateral Documents or Collateral Trust Agreements (in each case, as determined and directed by the Issuer in good faith based on the reasonable advice of outside legal counsel for the Issuer and/or the Guarantors either before or after the incurrence of such Future Pari Passu Secured Indebtedness) as may be necessary under applicable law to have such Indebtedness secured by the Collateral.~~

~~(c) In the event the Collateral Documents with respect to such Collateral include a cap on the amount of Indebtedness secured by such Collateral, the Collateral Documents shall be amended to give effect to the increase in such cap as a result of the addition of such Indebtedness, unless such increase will result in material additional filing fees or stamp duties as determined by the Issuer in good faith.~~

~~In the event that the Issuer or any Guarantor incurs, or designates any Indebtedness as, from time to time, including on the Issue Date, Future Pari Passu Secured Indebtedness pursuant to the provisions described above (A) if applicable, such Indebtedness shall be automatically included in the definition of “Guaranteed Obligations” or “Secured Obligations” (or a similar term) under each applicable Collateral Document and (B) the Collateral Trustee shall be required, from time to time, to enter into such new Collateral Documents or Collateral Trust Agreements or one or more amendments, supplements or joinders to the then existing Collateral Documents or Collateral Trust Agreements (in each case, as determined and directed by the Issuer in good faith based on the reasonable advice of outside legal counsel for the Issuer and/or the Guarantors either before or after the incurrence of such Future Pari Passu Secured Indebtedness) in order to give effect to the Liens securing such Future Pari Passu Secured Indebtedness.~~

Section 12.09 ~~f~~*Co-Collateral Trustee*. If at any time or times it shall be necessary in order to conform to any law of any jurisdiction in which any of the Collateral shall be located, or the Required Holders so request, the Trustee and the Company shall execute and deliver all instruments and agreements necessary or proper to constitute another bank or trust company, or one or more persons approved by such Collateral Trustee, the Company and the Trustee, either to act as co-Collateral Trustee or co-Collateral Trustee of all or any of the Collateral, jointly with the Collateral Trustee originally named herein or any successor or successors, or to act as separate collateral trustee or collateral trustees any such property. In case an Event of Default shall have occurred and be continuing, the Collateral Trustee may act under the foregoing provisions of this Article 12 without the concurrent consent of the Holders, and the Holders, by acceptance of the Tranche A-[●] Exit Notes, hereby appoint the applicable co- Collateral Trustee as its trustee and attorney to act under the foregoing provisions of this Section 12.09 in such

case. This appointment of any co-Collateral Trustee pursuant to this Section 12.09 shall be subject to any Collateral Trust Agreement.

Section 12.10 *Limitation of Liability of the Collateral Trustee.*

The Collateral Trustee is entering into this Indenture and the Collateral Documents not in its individual capacity but solely in its capacity as Collateral Trustee under this Indenture, the Collateral Documents and any Collateral Trust Agreement and in entering into such documents and acting hereunder and thereunder. Notwithstanding anything to the contrary contained herein or in any Collateral Document or Collateral Trust Agreement, the Collateral Trustee shall be entitled to all the rights, protections, indemnifications and immunities granted to the Collateral Trustee under this Indenture. The permissive authorizations, entitlements, powers and rights granted to the Collateral Trustee shall not be construed as duties. Any exercise of discretion on behalf of the Collateral Trustee shall be exercised in accordance with the terms of this Indenture, the Collateral Documents and any Collateral Trust Agreement. Notwithstanding anything to the contrary contained herein or in any Collateral Document or Collateral Trust Agreement, and for the avoidance of doubt, any obligations of the Collateral Trustee to indemnify, compensate or reimburse the any party under the terms of this Indenture, the Collateral Documents and any Collateral Trust Agreement, shall be (i) an obligation of the Collateral Trustee solely in its capacity as Collateral Trustee under this Indenture, the Collateral Documents and any Collateral Trust Agreement; (ii) limited solely to the funds available to it under this Indenture, the Collateral Documents and any Collateral Trust Agreement at any point in time; (iii) limited solely to the scope of the Collateral Trustee's direction to a party to this Indenture, the Collateral Documents and any Collateral Trust Agreement; and (iv) not applicable in the event of gross negligence or intentional misconduct of the applicable party to this Indenture, the Collateral Documents and any Collateral Trust Agreement.⁵⁴

⁵⁴ ~~NTD: Pending discussion of applicability.~~

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the date first written above.

~~[ISSUER]~~

[AVIANCA MIDCO 2 LIMITED](#)

By: _____

Name:

Title:

[GUARANTORS]

By: _____

Name:

Title:

[Signature Page to Tranche A-[●] Exit Notes Indenture]

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Trustee

By: _____
Name:
Title:

[Signature Page to Tranche A-[●] Exit Notes Indenture]

GLAS AMERICAS LLC, as Collateral Trustee

By: _____
Name:
Title:

[Signature Page to Tranche A-[●] Exit Notes Indenture]

[Signature Page to Tranche A-[●] Exit Notes Indenture]

SCHEDULE I

1. [\[●\]AVITAS](#)
2. [IBA](#)
3. [MBA](#)
4. [Ascend by Cirium](#)
5. [BK Associates](#)

Schedule I-1

SCHEDULE II

Schedule II-1

SCHEDULE III

Schedule II-1

EXHIBIT A

FORM OF NOTE

[FACE OF NOTE]

[If a Global Note Legend is applicable pursuant to the provisions of the Indenture, insert the following:

“UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK LIMITED PURPOSE TRUST COMPANY (“DTC”), TO THE COMPANY NAMED HEREIN (THE “COMPANY”) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE IN WHOLE SHALL BE LIMITED TO TRANSFERS TO A NOMINEE OF DTC OR BY A NOMINEE OF DTC TO DTC OR ANOTHER NOMINEE OF DTC OR BY DTC OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY AND TRANSFERS OF THIS GLOBAL NOTE IN PART SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE AND REFERRED TO ON THE REVERSE HEREOF.”]

[If a Securities Act Legend is applicable pursuant to the provisions of the Indenture, insert the following:

“THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS [IN THE CASE OF RULE 144A NOTES: ONE YEAR] [IN THE CASE OF REGULATION S NOTES: 40 DAYS] AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH ANY OF THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY)

[IN THE CASE OF RULE 144A NOTES: AND ON WHICH THE ISSUER INSTRUCT THE TRUSTEE THAT THIS LEGEND SHALL BE DEEMED REMOVED FROM THE TRANCHE A-[] EXIT NOTES, IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE INDENTURE RELATING TO THIS SECURITY], ONLY (A) TO THE ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF U.S.\$250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER’S AND THE TRUSTEE’S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. [IN THE CASE OF REGULATION S NOTES: BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.]”]

[If a Regulation S Temporary Global Note Legend is applicable pursuant to the provisions of the Indenture, insert the following:

“THE RIGHTS ATTACHING TO THIS REGULATION S TEMPORARY GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR DEFINITIVE NOTES, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN).

PRIOR TO EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S (“REGULATION S”) UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”)), THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES (AS DEFINED IN REGULATION S) OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S),

UNLESS SUCH TRANSACTION IS EXEMPT FROM REGISTRATION UNDER THE
SECURITIES ACT.”]

~~New UK~~ Avianca MidCo 2 Limited

U.S.\$[]

9.000% Tranche A-[●] Senior Secured Notes Due 2028

[RESTRICTED GLOBAL NOTE]

[REGULATION S [TEMPORARY] GLOBAL NOTE]
[CERTIFICATED NOTE]

Representing U.S.\$ _____
9.000% Tranche A-[●] Senior Secured Notes Due 2028

No. [R-1] [S-1]

CUSIP No. [144A: [●]] [Reg S: [●]]

Principal Amount

ISIN No. [144A: [●]] [Reg S: [●]]

U.S.\$ _____

~~[●], a [●]~~ Avianca MidCo 2 Limited, a private limited company incorporated and existing under the laws of ~~the United Kingdom~~ England and Wales (the “Company” or the “Issuer,” which terms include any successor under the Indenture referred to on the reverse hereof), for value received, hereby promise to pay to Cede & Co., or registered assigns, U.S.\$ _____, upon presentment and surrender of this Tranche A-[●] Exit Note on December [●1], 2028 or on such date or dates as the then relevant principal sum may become payable in accordance with the provisions hereof and in the Indenture.

Interest on the outstanding principal amount shall be borne at the rate of 9.000% per annum payable semi-annually in arrears on each June [●1] and December [●1] (each such date an “Interest Payment Date”), commencing on June [●1], 2022, all subject to and in accordance with the terms and conditions set forth herein and in the Indenture; *provided, however*, that in the event that the Company shall at any time default on the payment of interest or such other amounts as any may be payable in respect of the Tranche A-[●] Exit Notes, the Company shall pay interest on overdue principal or installments of interest, to the extent lawful, at the rate borne by the Tranche A-[●] Exit Notes.

Reference is hereby made to the further provisions of this Tranche A-[●] Exit Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication herein has been executed by the Trustee or Authenticating Agent by the manual signature of one of its authorized signatories, this Tranche A-[●] Exit Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this Tranche A-[●] Exit Note to be
duly executed.

Dated: December [1], 2021

~~[ISSUER]~~

AVIANCA MIDCO 2 LIMITED

By: _____

Name:

Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Tranche A-[●] Exit Notes referred to in the within mentioned Indenture.

WILMINGTON SAVINGS FUND SOCIETY,
FSB, not in its individual capacity but solely as
Trustee

By: _____
Name:
Title: Authorized Signatory

[FORM OF REVERSE SIDE OF NOTE]

9.000% Tranche A-[●] Senior Secured Notes Due 2028

TERMS AND CONDITIONS OF THE TRANCHE A-[●] EXIT NOTES

This Tranche A-[●] Exit Note is one of a duly authorized issue of 9.000% Tranche A-[●] Senior Secured Notes Due 2028 of the Company. The Tranche A-[●] Exit Notes constitute secured unsubordinated obligations of the Issuer, initially in an aggregate principal amount of U.S.\$[] .

1 Indenture.

The Tranche A-[●] Exit Notes are, and shall be, issued under an Indenture, dated as of December [●1], 2021 (the “**Indenture**”), among the Issuer, the Avianca Group International Limited, a private limited company incorporated and existing under the laws of England and Wales (the “Ultimate Parent”), the other Guarantors party thereto, Wilmington Savings Fund Society, FSB, as trustee (the “**Trustee**”), transfer agent, registrar (the “**Registrar**”), and principal paying agent (the “**Principal Paying Agent**”) and GLAS AMERICAS LLC, as collateral trustee (collectively, the “**Agents**” and each individually an “**Agent**”). The terms of the Tranche A-[●] Exit Notes include those stated in the Indenture. The Holders of the Tranche A-[●] Exit Notes shall be entitled to the benefit of, be bound by and be deemed to have notice of, all provisions of the Indenture. Reference is hereby made to the Indenture and all supplemental indentures thereto for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee, each Agent and the Holders of the Tranche A-[●] Exit Notes and the terms upon which the Tranche A-[●] Exit Notes, are, and are to be, authenticated and delivered. All terms used in this Tranche A-[●] Exit Note that are defined in the Indenture shall have the meanings assigned to them in the Indenture. Copies of the Indenture and each Global Note shall be available for inspection at the offices of the Trustee and each Paying Agent.

The Issuer may, from time to time, without notice to or the consent of the Holders of the Tranche A-[●] Exit Notes, create and issue Additional Tranche A-[●] Exit Notes in an unlimited aggregate principal amount having the same terms and conditions as the Initial Tranche A-[●] Exit Notes in all respects, except for issue date, issue price and, if applicable, the first interest payment date and the initial interest accrual date. Additional Tranche A-[●] Exit Notes issued in this manner shall form a single series ~~for non-U.S. federal income tax purposes~~ with the previously outstanding Tranche A-[●] Exit Notes and shall vote together as one class on all matters with respect to the Tranche A-[●] Exit Notes; *provided* that the Additional Tranche A-[●] Exit Notes will have a separate CUSIP number unless ~~either (i) such Additional~~ the Tranche A-[●] Exit Notes ~~are part of and~~ the same “**issue**” ~~within the meaning of the~~

~~U.S. Treasury Regulations as the Tranche A-[●] Exit Notes or (ii) neither the Tranche A-[●] Exit Notes nor such~~ Additional Tranche A-[●] Exit Notes are ~~issued with more than a de minimis amount of original issue discount~~ fungible for U.S. federal income tax purposes.

The Indenture imposes certain limitations on consolidation, merger and transfers of assets involving the Issuer or the Guarantors and certain transactions with Affiliates, ~~and imposes restrictions on the activities of Avianca Leasing, LLC~~. In addition, the Indenture covenants relating to the maintenance of the existence of the Issuer and the Guarantors and reporting requirements applicable to the Parent Guarantors and the Company.

The Tranche A-[●] Exit Note is one of the [Initial]¹ [Additional]² Tranche A-[●] Exit Notes referred to in the Indenture. The Tranche A-[●] Exit Notes include the Tranche A-[●] Exit Notes issued on the Issue Date and any Additional Tranche A-[●] Exit Notes issued in accordance with Section 2.13 of the Indenture.

To the extent any provision of this Tranche A-[●] Exit Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

2 *Principal.*

The Issuer promises to pay the principal of this Tranche A-[●] Exit Note on December [●]1, 2028.

3 *Interest.*

The Tranche A-[●] Exit Notes bear interest at the rate per annum shown above from December [●]1, 2021, or from the most recent Interest Payment Date (as defined below) to which interest has been paid or provided for, payable semi-annually in arrears on June [●]1 and December [●]1 of each year (each such date, an “Interest Payment Date”), commencing on June [●]1, 2022. Interest on the Tranche A-[●] Exit Notes shall be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay interest on overdue principal or installments of interest, to the extent lawful, at the rate borne by the Tranche A-[●] Exit Notes.

4 *Method of Payment.*

Payments of interest in respect of each Tranche A-[●] Exit Note shall be made on each Interest Payment Date by the Paying Agents to the Persons shown on the register of the Registrar at the close of business on the fifth calendar day immediately preceding such Interest Payment Date (each, a “Record Date”).

Payments in respect of each Tranche A-[●] Exit Note shall be made by wire transfer if acceptable wire transfer information has been provided by the applicable Holder to the Principal Paying Agent, or otherwise by U.S. Dollar check drawn on a bank in The City of New York and may be mailed to the Holder of such Tranche A-[●] Exit Note at its address appearing in the Register. Upon written application by the Holder to the specified office of any Paying Agent not less than 15 days before the due date for any payment in respect of a Tranche A-[●] Exit Note, such payment may be made by wire transfer to a U.S. Dollar account maintained by the payee with a bank in The City of New York. Payment of principal in respect of each Tranche A-[●]

¹ Include if Initial Tranche A-[●] Exit Note.

² Include if Additional Tranche A-[●] Exit Note.

Exit Note shall be made on any Payment Date for such principal to the Person shown on the Register at the close of business on the fifteenth day immediately preceding such Payment Date.

All payments on this Tranche A-[●] Exit Note are subject in all cases to any applicable tax or other laws and regulations, but without prejudice to the provisions of Paragraph 6 hereof. Except as provided in Section 2.07 of the Indenture, no fees or expenses shall be charged to the Holders in respect of such payments.

If the Payment Date in respect of any Tranche A-[●] Exit Note is not a Business Day at the place in which it is presented for payment, the Holder thereof shall not be entitled to payment of the amount due until the next succeeding Business Day at such place and shall not be entitled to any further interest or other payment in respect of any such delay.

If the amount of principal or interest which is due on the Tranche A-[●] Exit Notes is not paid in full, the Registrar shall annotate the Register with a record of the amount of interest, if any, in fact paid.

5 Registrar, Paying Agent and Transfer Agent.

Wilmington Savings Fund Society, FSB, shall act as Registrar, Transfer Agent and Principal Paying Agent of the Tranche A-[●] Exit Notes. The Company may appoint and change any Registrar, Paying Agent or Transfer Agent in accordance with the terms of the Indenture.

6 Additional Amounts.

All payments by the Issuer in respect of the Tranche A-[●] Exit Notes and the Guarantors in respect of the Tranche A-[●] Exit Note Guarantees will be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments, or other governmental charges of a similar nature imposed or levied by or on behalf of the United Kingdom, or any ~~authority therein or thereof having the power to tax or any~~ other jurisdiction in which the Issuer or Guarantors are organized, resident for tax purposes or through which payments are made or deemed made in respect of the Tranche A-[●] Exit Notes or the Tranche A-[●] Exit Note Guarantees, or any authority therein or thereof having the power to tax or, following any merger, consolidation, spin-off, transfer, liquidation, winding-up, dissolution or assumption of obligations that is permitted herein, the jurisdiction in which the resulting, surviving or transferee Person is organized or resident for tax purposes or through which payments are made or deemed made in respect of the Tranche A-[●] Exit Notes or the Tranche A-[●] Exit Note Guarantees, or, in each case, any political subdivision thereof or taxing authority therein (any of the aforementioned being a "Taxing Jurisdiction"), unless the Issuer ~~or~~, Guarantors or any Paying Agent are compelled by law to deduct or withhold such taxes, duties, assessments, or similar governmental charges. In such event, the Issuer ~~or~~, Guarantors or Paying Agent, as applicable, will make such deduction or withholding, make payment of the amount so withheld to the appropriate Governmental Authority and pay such Additional Amounts as may be necessary to ensure that the net amounts receivable by Holders of Tranche A-[●] Exit Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would have been receivable in respect of the Tranche A-[●] Exit Notes in the absence of

such withholding or deduction (“Additional Amounts”). Notwithstanding the foregoing, no such Additional Amounts shall be payable:

(i) to, or to a third party on behalf of, a Holder who is liable for such taxes, duties, assessments or similar governmental charges in respect of such Tranche A-[●] Exit Note by reason of the existence of any present or former connection between such Holder or beneficial owner (or between a fiduciary, settlor, beneficiary, member or shareholder of or possessor of power over the relevant Holder or beneficial owner, if such Holder or beneficial owner is an estate, a trust, a partnership, or a corporation) and the relevant Taxing Jurisdiction, including, without limitation, such Holder or beneficial owner (or such fiduciary, settlor, beneficiary, member or shareholder) being or having been a citizen or resident or national or domiciliary thereof or being or having been engaged in a trade or business or present therein or having, or having had, a permanent establishment, a dependent agent, a place of business or a place of management present or deemed present therein, other than the mere holding of the Tranche A-[●] Exit Note or enforcement of rights under the Indenture and the receipt of payments with respect to the Tranche A-[●] Exit Note;

(ii) in respect of Tranche A-[●] Exit Notes surrendered or presented for payment (if surrender or presentment is required) more than 30 days after the Relevant Date except to the extent that payments under such Tranche A-[●] Exit Note would have been subject to withholding and the Holder of such Tranche A-[●] Exit Note would have been entitled to such Additional Amounts, on surrender of such Tranche A-[●] Exit Note for payment on the last day of such period of 30 days;

(iii) to, or to a third party on behalf of, a Holder who is liable for such taxes, duties, assessments or other similar governmental charges by reason of such Holder’s, or beneficial owner’s, failure to comply with any certification, identification, documentation or other reporting requirement concerning the nationality, residence, identity or connection with the relevant Taxing Jurisdiction of such Holder or beneficial owner, if (a) compliance is required by law as a precondition to, exemption from, or reduction in the rate of, the tax, assessment or other governmental charge ~~and~~, (b) the Company has given the Holders at least 30 days’ notice that Holders, or beneficial owners, as applicable, will be required to provide such certification, identification, documentation or other requirement; (c) the Holder is legally entitled to comply with such certification, identification, documentation or other reporting requirement and (d) compliance with such certification, identification, documentation or other reporting requirement is not materially more onerous than preparation of an Internal Revenue Service Form W-8 or W-9;

(iv) in respect of any estate, inheritance, gift, sales, use, transfer, ~~capital gains~~, excise or personal property or similar tax (not including any UK value-added tax payable), assessment or governmental charge;

- (v) in respect of any tax, assessment or other similar governmental charge which is payable other than by deduction or withholding from payments of principal or interest on the Tranche A-[●] Exit Note;
- (vi) in respect of any tax imposed on overall net income or any branch profits tax; or
- (vii) in respect of any combination of the above.

No Additional Amounts shall be paid with respect to any payment on a Tranche A-[●] Exit Note to a Holder who is a fiduciary, a partnership, a limited liability company or other than the sole beneficial owner of that payment to the extent that payment would be required by the relevant Taxing Jurisdiction to be included in the income, for tax purposes, of a beneficiary or settlor with respect to the fiduciary, a member of that partnership, any interest holder in a limited liability company or a beneficial owner who would not have been entitled to the Additional Amounts had that beneficiary, settlor, member or beneficial owner been the Holder. Furthermore, the Company will pay and indemnify the ~~holders~~Holders against any UK value-added tax that is imposed on a payment of interest on the Tranche A-[●] Exit Notes.

The Tranche A-[●] Exit Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation. Except as specifically provided ~~above~~under this Paragraph 6, neither the Issuer nor the Guarantors shall be required to make a payment to the Holders with respect to any tax, assessment or similar governmental charge imposed by any government or a political subdivision or taxing authority thereof or therein.

~~In the event that Additional Amounts actually paid with respect to the Tranche A-[●] Exit Notes are based on rates of deduction or withholding of withholding taxes in excess of the appropriate rate applicable to the Holder of such Tranche A-[●] Exit Notes, and, as a result thereof such Holder is entitled to make claim for a refund or credit of such excess from the authority imposing such withholding tax, then such Holder shall, by accepting such Tranche A-[●] Exit Notes, be deemed to have assigned and transferred all right, title, and interest to any such claim for a refund or credit of such excess to the Issuer.~~

Any reference in the Indenture or the Tranche A-[●] Exit Notes to principal, interest or any other amount payable in respect of the Tranche A-[●] Exit Notes by the Issuer or the Tranche A-[●] Exit Note Guarantee by the Guarantors will be deemed also to refer to any Additional Amount, unless the context requires otherwise, that may be payable with respect to that amount under the obligations referred to in this Paragraph 6.

The Company will pay promptly when due ~~any present~~ any present or future stamp, value-added tax, court or documentary taxes or any excise or property taxes, charges or similar levies that arise in any jurisdiction from the execution, delivery or registration of each Tranche A-[●] Exit Note, each Collateral Document or any other document or instrument referred to in the Indenture or such Tranche A-[●] Exit Note, and those resulting from, or required to be paid in connection with, the enforcement of such Tranche A-[●] Exit Note, the Collateral Documents

or any other such document or instrument after the occurrence and during the continuance of any Event of Default.

7 *Open Market Purchases.*

The Issuer or any of its Affiliates may at any time purchase Tranche A-[●] Exit Notes in the open market or otherwise at any agreed upon price. Any such purchased Tranche A-[●] Exit Notes shall not be resold, except in compliance with applicable requirements or exemptions under the relevant securities laws. Any such resold notes will have a separate CUSIP number unless they are fungible with the outstanding Tranche A-[●] Exit Notes for U.S. federal income tax purposes.

8 *Redemption.*

(a) On or after December [●1], 202[3]³, the Tranche A-[●] Exit Notes will be redeemable, at the option of the Company, in whole or in part, at the Redemption Prices (expressed as a percentage of the principal amount to be redeemed), during the 12-month periods specified below:

<u>Period</u>	<u>Redemption Price</u>
On or after <u>December</u> [●1], 202[3] ⁴ but prior to <u>December</u> [●1], 202[4] ⁵	[102.000] ⁶ %
On or after <u>December</u> [●1], 202[4] ⁷ but prior to <u>December</u> [●1], 202[5] ⁸	[101.000] ⁹ %
On or after <u>December</u> [●1], 202[5] ¹⁰	100.000%

plus any accrued but unpaid interest and Additional Amounts, if any, to, but not including, the Redemption Date.

(b) At any time prior to December [●1], 202[3]¹¹, the Issuer may redeem any of the Tranche A-[●] Exit Notes (including any Additional Tranche A-[●] Exit Notes issued after the Issue Date) in whole at any time or in part from time to time, at its option, at a “make-whole”

³ ~~NTD~~: Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

⁴ ~~NTD~~: Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

⁵ ~~NTD~~: Date to correspond to third anniversary of Emergence Date, in case of A-2 Notes and fourth anniversary of Emergence Date, in case of A-1 Notes.

⁶ ~~NTD~~: 104.500% in case of A-1 Notes

⁷ ~~NTD~~: Date to correspond to third anniversary of Emergence Date, in case of A-2 Notes and fourth anniversary of Emergence Date, in case of A-1 Notes.

⁸ ~~NTD~~: Date to correspond to fourth anniversary of Emergence Date, in case of A-2 Notes and fifth anniversary of Emergence Date, in case of A-1 Notes.

⁹ ~~NTD~~: 102.250% in case of A-1 Notes

¹⁰ ~~NTD~~: Date to correspond to fourth anniversary of Emergence Date, in case of A-2 Notes and fifth anniversary of Emergence Date, in case of A-1 Notes.

¹¹ ~~NTD~~: Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

redemption price equal to the greater of (1) 100% of the principal amount of such Notes to be redeemed and (2) the sum of the present values at such Redemption Date of (i) the redemption price of the Tranche A-[●] Exit Notes on December [●1], 202[3]¹² plus (ii) all required interest payments on the Tranche A-[●] Exit Notes through December [●1], 202[3]¹³ (excluding accrued but unpaid interest to the date of redemption), discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 50 basis points; *plus*, in each case, any accrued and unpaid interest and Additional Amounts, if any, on such Notes to (but excluding) the Redemption Date. For the avoidance of doubt, the Issuer shall be responsible for calculating the make-whole premium and the Trustee shall have no obligation to confirm or verify any such calculation.

(c) Notwithstanding the foregoing, at any time and from time to time prior to December [●1], 202[3]¹⁴, upon notice in accordance with Section 3.03, the Company may redeem in the aggregate up to 35.0% of the aggregate principal amount of the Tranche A-[●] Exit Notes (calculated after giving effect to the issuance of any Additional Notes) with an amount equal to the net cash proceeds of (x) one or more Equity Offerings or offerings of bona fide ~~offerings of~~ convertible debt by the ~~Company~~ Ultimate Parent (or by any ~~direct or indirect parent entity thereof~~ Parent Entity, to the extent the net cash proceeds therefrom are contributed to the ~~Company~~ Ultimate Parent or used to purchase ~~capital stock of the Company~~, Capital Stock (other than Disqualified Capital Stock) of the Ultimate Parent), at a Redemption Price (expressed as a percentage of the principal amount thereof) equal to 104.500%, or (y) the incurrence of unsecured Indebtedness by the Company, at a Redemption Price (expressed as a percentage of the principal amount thereof) equal to 109.000%, in each case *plus* accrued and unpaid interest, if any, to (but not including) the Redemption Date.

(d) If as a result of any change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, or any amendment to or change in an official interpretation, administration or application of such laws, or any ~~treaties, regulations, or rules, or related agreements to which the Taxing Jurisdiction is a party~~ (including a holding by a court of competent jurisdiction), which change or amendment becomes effective or, in the case of a change in official position, is announced on or after the Issue Date or on or after the date a successor to the Issuer or the relevant Guarantor assumes ~~the~~ its obligations under the Tranche A-[●] Exit Notes, the Issuer, such Guarantor or any successor to the Issuer or such Guarantor has or will become obligated to pay Additional Amounts pursuant to Section 4.05, then the Issuer or any Guarantor, or any successor to the Issuer or such Guarantor, may, at its option, redeem all, but not less than all, of the Tranche A-[●] Exit Notes, at a Redemption Price equal to 100% of their principal amount, together with accrued and unpaid interest to the date fixed for redemption, upon publication of irrevocable notice not less than 30 days nor more than 60 days prior to the date fixed for redemption. ~~No notice of such redemption may be given earlier than 60 days prior to the earliest date on which the Issuer, a Guarantor or~~ For the avoidance of doubt, neither the Issuer nor any Guarantor, nor any successor to the Issuer or such Guarantor

¹² ~~NTD~~: Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

¹³ ~~NTD~~: Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

¹⁴ ~~NTD~~: Date to correspond to second anniversary of Emergence Date, in case of A-2 Notes and third anniversary of Emergence Date, in case of A-1 Notes.

~~would, but for such redemption, become obligated to pay any Additional Amounts. For the avoidance of doubt, the Issuer or any successor to the Issuer shall not, shall~~ have the right to so redeem the Tranche A-[●] Exit Notes pursuant to this Section 3.01(d) unless it is or will become obligated to pay Additional Amounts. Notwithstanding the foregoing, the Issuer or any such successor shall not have the right to so redeem the Tranche A-[●] Exit Notes unless it has taken reasonable measures to avoid the obligation to pay Additional Amounts. For the avoidance of doubt, reasonable measures do not include changing the jurisdiction of incorporation of the Issuer or any successor to the Issuer or the jurisdiction of organization of a Guarantor or any successor to a Guarantor.

In the event that the Issuer or any successor to the Issuer elects to so redeem the Tranche A-[●] Exit Notes, it will deliver to the Trustee: (1) a certificate, signed in the name of the Issuer or any successor to the Issuer by any two of its executive officers or by its attorney in fact in accordance with its bylaws, stating that the Issuer or any successor to the Issuer is entitled to redeem the Tranche A-[●] Exit Notes pursuant to their terms and setting forth a statement of facts showing that the condition or conditions precedent to the right of the Issuer or any successor to the Issuer to so redeem have occurred or been satisfied; and (2) an opinion of independent tax counsel of recognized standing to the effect that (i) the Issuer, a Guarantor or any successor to the Issuer or such Guarantor has or will become obligated to pay Additional Amounts, and (ii) such obligation is the result of a change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, as described above. The Trustee shall accept, and will be entitled to fully rely with no liability therefor on, the certificate and opinion described in (1) and (2) of the preceding sentence as sufficient evidence of the satisfaction of the conditions precedent described therein, without further inquiry, in which event such certificate or opinion shall be conclusive and binding on the Holders.

9 Denominations; Transfer; Exchange.

The Tranche A-[●] Exit Notes are in fully registered form without coupons attached in minimum denominations of U.S.\$1,000 and integral multiples of U.S.\$1.00 in excess thereof.

A Holder may transfer or exchange Tranche A-[●] Exit Notes in accordance with the Indenture. The Trustee, the Registrar or Transfer Agent, as the case may be, may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

Neither the Trustee nor any Transfer Agent shall register the exchange or the transfer of any Global Note or Certificated Note (or any portion of a Certificated Note) during the period of 15 days ending on the Record Date. The Trustee shall give prompt notice to the Company of any replacement, transfer, cancellation or destruction of the Tranche A-[●] Exit Notes.

10 Persons Deemed Owners.

The registered Holder of this Tranche A-[●] Exit Note may be treated as the owner thereof for all purposes.

11 Guarantees, Collateral.

This Tranche A-[●] Exit Note is guaranteed as set forth in the Indenture and secured by Liens on the Collateral as specified in the Indenture and the Collateral Documents.

12 Unclaimed Money.

Any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of principal of or interest on any Tranche A-[●] Exit Note and remaining unclaimed for two years after such principal or interest has become due and payable shall be paid to the Company at the request of the Company, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Tranche A-[●] Exit Note shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

13 Defeasance.

Subject to the terms of the Indenture, the Issuer or Guarantor at any time may terminate some or all of the obligations of the Issuer under the Tranche A-[●] Exit Notes and the Indenture, if the Issuer or Guarantor irrevocably deposits in trust with the Trustee money or U.S. Government Obligations sufficient for the payment of principal of and interest on all the Tranche A-[●] Exit Notes to Maturity or redemption. At such time, each Guarantor's obligations under its Tranche A-[●] Exit Note Guarantee will terminate.

14 Amendment, Supplement, Waiver.

The Indenture, the Guarantees or the Tranche A-[●] Exit Notes may be amended, supplemented or waived as provided in the Indenture.

15 Defaults and Remedies.

An "Event of Default" occurs if:

(i) any default in any payment of interest (including any related Additional Amounts) on any Tranche A-[●] Exit Note when the same becomes due and payable, and such default continues for a period of 30 days;

(ii) any default in the payment of principal of or premium on (including any related Additional Amounts) any Tranche A-[●] Exit Note when the same becomes due and payable upon acceleration or redemption or otherwise;

(iii) the Issuer or the Guarantors fail to comply with any of their covenants or agreements in the Tranche A-[●] Exit Notes, Tranche A-[●] Exit Note Guarantees, this Indenture or the Collateral Documents (other than those referred to in (a) and (b) above), and such failure continues for 60 days after the Company's receipt of the notice specified below; *provided* that in the case of a failure to comply with Section 4.06 of the Indenture

within the first 18 months after the Issue Date, such period of continuance of such default or breach shall be 120 days after receipt of such written notice;

(iv) **(x)** the Company or any Significant Subsidiary defaults under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any such Significant Subsidiary (or the payment of which is guaranteed by the Company or any such Significant Subsidiary) whether such Indebtedness or guarantee now exists (other than any pre-petition Indebtedness that has been discharged under the Plan of Reorganization), or is created after the Issue Date, if (A) such default either (1) results from the failure to pay any such Indebtedness at its stated ~~final~~ maturity (after giving effect to any applicable grace periods) or (2) relates to an obligation other than the obligation to pay principal of any such Indebtedness at its stated ~~final~~ maturity and results in the holder or holders of such Indebtedness causing such Indebtedness to become due prior to its stated maturity and (B) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at stated ~~final~~ maturity (after giving effect to any applicable grace periods), or the maturity of which has been so accelerated, totals U.S.\$50,000,000 (or the equivalent thereof at the time of determination) or more in the aggregate; **or (y) LifeMiles defaults under any Indebtedness of LifeMiles if (A) such default results in the holder or holders of such Indebtedness to have the right or ability to cause such Indebtedness to become due prior to its stated maturity and (B) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness of LifeMiles in default, the maturity of which has been so accelerated, totals U.S.\$50,000,000 (or the equivalent thereof at the time of determination) or more in the aggregate;**

(v) one or more final judgments or decrees for the payment of money of U.S.\$50,000,000 (or the equivalent thereof in other currencies at the time of determination) or more in the aggregate (to the extent not covered by an insurance policy or policies issued by insurance companies with sufficient financial resources to perform their obligations under such policies) are rendered against the Company or any Significant Subsidiary and are not paid (whether in full or in installments in accordance with the terms of the judgment) or otherwise discharged and, in the case of each such judgment or decree, there is a period of 60 days after such judgment becomes final during which such judgment or decree is not discharged, waived or the execution thereof stayed and, in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(vi) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(1) is for relief against the Company or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, in an involuntary case;

(2) appoints a custodian of the Company or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary or for all or substantially all of the property of the Company or any of ~~its~~the Restricted Subsidiaries; or

(3) orders the liquidation of the Company or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary and the order or decree remains unstayed and in effect for 60 consecutive ~~day~~days;

(vii) the Company, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary, pursuant to or within the meaning of any Bankruptcy Law:

(1) commences a voluntary case;

(2) consents to the entry of an order for relief against it in an involuntary case;

(3) consents to the appointment of a custodian of it or for all or substantially all of its property;

(4) makes a general assignment for the benefit of its creditors; or

(5) admits in writing its inability generally ~~is not paying to pay~~ its debts ~~as they become due~~;

(viii) the Tranche A-[●] Exit Note Guarantee of a Significant Subsidiary that is a Guarantor or any group of Subsidiaries that are Guarantors and that, taken together as of the date of the most recent audited financial statements of the Company, would constitute a Significant Subsidiary ceases to be in full force and effect (except as contemplated by the terms hereof) or any such Guarantor or group of Guarantors denies or disaffirms its obligations under this Indenture or any such Tranche A-[●] Exit Note Guarantee, other than by reason of the release of the Tranche A-[●] Exit Note Guarantee in accordance with the terms of Section 10.09 of the Indenture;

(ix) (x) the Liens created by the Collateral Documents shall at any time cease to constitute a valid and perfected Lien on any material portion of the Collateral intended to be covered thereby (unless perfection is not required by the Indenture or the Collateral Documents) other than (A) in accordance with the terms of the relevant Collateral Document and the Indenture, (B) the satisfaction in full of all obligations under the Indenture or (C) any loss of perfection that results from the failure of the Collateral Trustee to maintain possession of certificates delivered to it representing securities pledged under the Collateral Documents and (y) such default continues for 30 days after receipt of written notice given by the Trustee or the holders of not less than 25% in aggregate principal amount of the then Outstanding Tranche A-[●] Exit Notes; *provided* that such default relates to Liens in excess of U.S.\$25,000,000;

(x) unless all the Collateral has been released from the Liens in accordance with the provisions of the Collateral Documents, the Company shall assert or any Guarantor that is a Significant Subsidiary (or any group of Subsidiaries that are Guarantors and that, taken together as of the date of the most recent audited financial statements of the Company, would constitute a Significant Subsidiary) shall assert, in any pleading in a court of competent jurisdiction, with respect to any Collateral ~~have a value in excess of U.S.\$25,000,000,~~ that any such security interest is invalid or unenforceable ~~and, in the case of any such Guarantor that is a Subsidiary of the Company, the Company fails to cause such Subsidiary to rescind such assertions within 30 days after the Company has actual knowledge of such assertions.~~

A Default under clause (iii) above will not constitute an Event of Default until the Company shall have received from the Trustee (acting solely at the written discretion of the Holders of not less than 25% in principal amount of the Tranche A-[●] Exit Notes then ~~Outstanding~~outstanding) or the Holders of at least 25% in principal amount of the ~~Outstanding~~Tranche A-[●] Exit Notes written notice of such Default and the Company does not cure such Default within 60 days after receipt of such notice. If an Event of Default (other than an Event of Default specified in clause (vi) or (vii) above) occurs and is continuing, the Trustee or the Holders of not less than 25% in principal amount of the ~~Outstanding~~Tranche A-[●] Exit Notes may declare all unpaid principal of and accrued and unpaid interest on all Tranche A-[●] Exit Notes to be due and payable immediately, by a notice in writing to the Company, and upon any such declaration such amounts will become due and payable immediately. If an Event of Default specified in clause (vi) or (vii) above occurs and is continuing, then the principal of and accrued and unpaid interest on all Tranche A-[●] Exit Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder; *provided* that, under applicable law, such acceleration would not result in subordination of the claim, in which case the Tranche A-[●] Exit Notes may only be accelerated upon the vote of the Required Holders.

As long as the insolvency laws of the jurisdiction in which the Issuer or any Significant Subsidiary or Guarantor are organized provide for restrictions on or sanctions associated with the ability of the Trustee or the ~~holders~~Holders of the Tranche A-[●] Exit Notes to, directly or indirectly, exercise the right to declare an Event of Default under clause (vi) and (vii), nothing in clause (vi) and (vii) shall (i) prevent the commencement of any reorganization proceeding in such jurisdiction, whether voluntary or involuntary, in respect of the Issuer or any Significant Subsidiary or Guarantor, (ii) prohibit the Issuer or Significant Subsidiary from entering into a reorganization proceeding, or (iii) cause an unfavorable effect (efecto desfavorable) upon the Issuer or any Significant Subsidiary or Guarantor.

Subject to the provisions of the Indenture relating to the duties of the Trustee in case an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the Holders, unless such Holders shall have offered to the Trustee indemnity reasonably satisfactory to it in its sole discretion against all costs, losses, liabilities and expenses caused by taking or not taking such action. Subject to such provision for the indemnification of the Trustee, the Required Holders will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee.

However, the Trustee shall be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of the holders if such request or direction conflicts with any law or with the indenture or, subject to the terms of the indenture, if the Trustee determines it is unduly prejudicial to the rights of other holders or would involve the Trustee in personal liability or expense; *provided, however*, that the Trustee may, but shall not be obliged to, take any other action deemed proper by the Trustee that is not inconsistent with such request or direction.

At any time after a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as provided in the Indenture, the Required Holders by written notice to the Company and the Trustee may rescind or annul a declaration of acceleration if (i) the Company has paid or deposited with the **Principal Paying Agent Trustee** a sum sufficient to pay (A) all overdue interest on Outstanding Tranche A-[●] Exit Notes, (B) all unpaid principal of the Tranche A-[●] Exit Notes that has become due otherwise than by such declaration of acceleration, (C) to the extent that payment of such interest on the Tranche A-[●] Exit Notes is lawful, interest on such overdue interest (including any Additional Amounts) as provided in the Indenture and (D) all sums paid or advanced by the Trustee and Agents under the Indenture and the reasonable compensation, expenses, disbursements and advances of, and indemnity due to, the Trustee and Agents and their agents and counsel; and (ii) all Events of Default have been cured or waived except nonpayment of principal that has become due solely because of acceleration.

An Event of Default under clause (iv) above and all consequences thereof shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders of the Tranche A-[●] Exit Notes, if within 20 days after such Event of Default arose, (i) the Indebtedness that is the basis for such Event of Default has been discharged, (ii) Holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default or (iii) the default that is the basis for such Event of Default has been cured.

No rescission pursuant to Section 6.02 of the Indenture shall affect any subsequent Default or Event of Default or impair any right consequent thereto.

16 Trustee Dealings with the Issuer .

Subject to certain limitations imposed by the Indenture, the Trustee and any Paying Agent, Transfer Agent, Registrar or co-registrar or any other agent of the Issuer or of the Trustee, in its individual or any other capacity, may become the owner or pledgee of Tranche A-[●] Exit Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee, the Transfer Agent, Paying Agent, Registrar or such other agent.

17 Governing Law.

THE INDENTURE, THE TRANCHE A-[●] EXIT NOTES AND THE TRANCHE A-[●] EXIT NOTE GUARANTEES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

18 No Recourse Against Others.

No director, officer, employee or shareholder, as such, of the Issuer, the Guarantors or the Trustee shall have any liability for any obligations of the Issuer, the Guarantors or the Trustee, respectively, under the Indenture or the Tranche A-[●] Exit Notes or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Tranche A-[●] Exit Note, each Holder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Tranche A-[●] Exit Notes.

19 CUSIP and ISIN Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP or ISIN numbers, as applicable, to be printed on the Tranche A-[●] Exit Notes and has directed the Trustee to use CUSIP or ISIN numbers, as applicable, in notices of redemption as a convenience to Holders. No representation is made as to the correctness of such numbers either as printed on the Tranche A-[●] Exit Notes or as contained in any notice and reliance may be placed only on the other identification numbers printed thereon, and any such notice shall not be affected by any defect in or omission of such numbers.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture, which includes the form of this Tranche A-[●] Exit Note. Requests may be made to:

[●]

OPTION OF HOLDER TO ELECT PURCHASE

If you wish to have this Tranche A-[●] Exit Note purchased by the Company pursuant to Section 4.10 of the Indenture, check the Box:

If you wish to have a portion of this Tranche A-[●] Exit Note purchased by the Company pursuant to Section 4.10 of the Indenture, state the amount: U.S.\$ _____.

Date:

Your Signature:

(Sign exactly as your name appears on the other side of this Tranche A-[●] Exit Note)

Signature Guarantee:

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is U.S.\$ _____. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Certificated Note, or exchanges of a part of another Global or Certificated Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Custodian
------------------	--	--	--	---

* This schedule should be included only if the Tranche A-[-] Exit Note is issued in global form.

EXHIBIT B

SUPPLEMENTAL INDENTURE

dated as of _____, _____

among

~~[New UK Avianca MidCo 2]~~ [†]Limited,
as Issuer

the GUARANTORS party hereto

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Trustee, Registrar, Transfer Agent and Principal Paying Agent

and

GLAS AMERICAS LLC,
as Collateral Trustee

9.000% Tranche A-[●] Senior Secured Notes Due 2028

[†]~~NTD: Name of UK Holder that will be successor to Avianca Holdings S.A. to be confirmed~~

THIS SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), entered into as of _____, _____, among ~~[●], a [●]~~ **Avianca MidCo 2 Limited, a private limited company** incorporated and existing under the laws of ~~the United Kingdom]~~ **England and Wales** (the “**Company**” or the “**Issuer**”), [Additional Guarantor(s)] (each, an “**Undersigned**”), WILMINGTON SAVINGS FUND SOCIETY, FSB, as trustee (the “**Trustee**”), Registrar, Transfer Agent and Principal Paying Agent, and GLAS AMERICAS LLC, as Collateral Trustee.

RECITALS

WHEREAS, the Issuer, the Guarantors party thereto, Wilmington Savings Fund Society, FSB, as trustee, registrar, transfer agent and principal paying agent, and GLAS AMERICAS LLC, as collateral trustee, entered into the Indenture, dated as of **December [●1]**, 2021 (the “**Indenture**”), relating to the Company’s 9.000% Tranche A-[●] Senior Secured Notes Due 2028 (the “**Tranche A-[●] Exit Notes**”);

WHEREAS, as a condition to the Trustee entering into the Indenture and the purchase of the Tranche A-[●] Exit Notes by the Holders, the Issuer and the Guarantors agreed pursuant to the Indenture to cause any newly acquired or created Subsidiaries to provide Guarantees in certain circumstances.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this Supplemental Indenture hereby agree as follows:

Section 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.

Section 2. Each Undersigned, by its execution of this Supplemental Indenture, agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to Guarantors, including, but not limited to, Article 10 thereof. [Specify % to be guaranteed, if less than 100%.]

Section 3. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 4. This Supplemental Indenture may be signed in various counterparts which together will constitute one and the same instrument.

Section 5. This Supplemental Indenture is an amendment supplemental to the Indenture, and the Indenture and this Supplemental Indenture will henceforth be read together.

Section 6. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or the recitals contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

| ~~[ISSUER]~~

| AVIANCA MIDCO 2 LIMITED

By: _____

Name:

Title:

[ADDITIONAL GUARANTOR], as Guarantor

By: _____

Name:

Title:

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Trustee, Registrar, Transfer Agent and
Principal Paying Agent

By: _____
Name:
Title:

GLAS AMERICAS LLC, as Collateral Trustee

By: _____
Name:
Title:

EXHIBIT C

FORM OF
TRANSFER NOTICE

FOR VALUE RECEIVED, the undersigned Holder hereby sell(s), assign(s) and transfer(s) unto
Insert Taxpayer Identification No.

Please print or typewrite name and address, including postal zip code, of assignee

this Tranche A-[●] Exit Note and all rights hereunder, hereby irrevocably constituting
and appointing

_____ attorney to transfer said Tranche A-[●] Exit Note on the books of
[●] with full power of substitution in the premises.

In connection with any transfer of this Tranche A-[●] Exit Note occurring prior to the date
[which is one year after the original issue date of the Tranche A-[●] Exit Notes,]¹ [which is on or
prior to the 40th day after the Issue Date (as defined in the Indenture governing the Tranche A-
[●] Exit Notes),]² the undersigned confirms that:

[Check one]

- (a) This Tranche A-[●] Exit Note is being transferred to a Person whom the Holder reasonably believes is a qualified institutional buyer (as defined in Rule 144A under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), in a transaction meeting the requirement of Rule 144A;
- (b) This Tranche A-[●] Exit Note is being transferred in an offshore transaction in accordance with Rule 904 under the Securities Act;
- (c) This Tranche A-[●] Exit Note is being transferred pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available);
- (d) This Tranche A-[●] Exit Note is being transferred pursuant to an effective registration statement under the Securities Act; or
- (e) This Tranche A-[●] Exit Note is being transferred to the Issuer (as defined in the Indenture governing the Tranche A-[●] Exit Notes), in each of cases (a) through (e) above, in accordance with any applicable securities laws of any State of the United States.

¹ Include in Restricted Note.

² Include in Regulation S Note.

If none of the foregoing boxes is checked, the Transfer Agent shall not be obligated to register this Tranche A-[●] Exit Note in the name of any Person other than the Holder hereof unless and until the conditions to any such transfer of registration set forth herein and in Section 2.07 of the Indenture shall have been satisfied.

Date: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this instrument in every particular, without alteration, enlargement or any other change whatever.

EXHIBIT D

FORM OF CERTIFICATE
FOR TRANSFER FROM RESTRICTED GLOBAL
NOTE OR CERTIFICATED NOTE BEARING
A SECURITIES ACT LEGEND TO REGULATION S
GLOBAL NOTE OR CERTIFICATED NOTE
NOT BEARING A SECURITIES ACT LEGEND

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801

Attn: Corporate Trust – Raye Goldsborough – [\[●\]Avianca MidCo 2 Limited](#)

Re: 9.000% Tranche A-[●] Senior Secured Notes Due 2028 (the “Tranche A-[●] Exit Notes”)

Reference is hereby made to the Indenture, dated December [●]1, 2021 (the “**Indenture**”), among [\[●\]Avianca MidCo 2 Limited](#), the Guarantors party thereto, WILMINGTON SAVINGS FUND SOCIETY, FSB, as Trustee, Registrar, Transfer Agent and Principal Paying Agent, and GLAS AMERICAS LLC, as Collateral Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

This letter relates to U.S.\$ _____ principal amount of Tranche A-[●] Exit Notes which are held in the form of [a beneficial interest in the Restricted Global Note with the Depository in the name of the undersigned] [a Certificated Note bearing a Securities Act Legend].

The undersigned has requested a transfer of such [beneficial interest] [Certificated Note] to a Person who shall take delivery thereof in the form of [a beneficial interest of equal principal amount in the Regulation S Global Note (ISIN No. [USP06048AB19\[●\]](#)) to be held with [Euroclear] [Clearstream]¹ through the Depository] [a Certificated Note of equal principal amount not bearing a Securities Act Legend]. In connection with such transfer, the undersigned does hereby certify that such transfer has been effected in accordance with the transfer restrictions set forth in the Indenture and the Tranche A-[●] Exit Notes and pursuant to and in accordance with Rule 903 or 904 of Regulation S under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), and, accordingly, the undersigned further certifies that:

(1) the offer of the Tranche A-[●] Exit Notes was not made to a U.S. Person (as defined under Regulation S);

[(1) at the time the buy order was originated, the transferee was outside the United States or the undersigned and any² Person acting on behalf of the undersigned reasonably believed that the transferee was outside the United States;]

¹ Indicate appropriate clearing system.

² Insert one of the two provisions.

[(2) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither the undersigned nor any Person acting on behalf of the undersigned knows that the transaction was prearranged with a buyer in³ the United States;]

(2) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or 904(b) of Regulation S, as applicable;

(3) the undersigned is not the Company, a distributor, an affiliate of either the Company or a distributor, or a Person acting on behalf of any of the foregoing; and

(4) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act.

This certificate and the statements contained herein are made for your benefit and for the benefit of [●]. Terms used in this certificate and not otherwise defined in the Indenture have the meanings set forth in Regulation S.

[INSERT NAME OF TRANSFEROR]

By: _____
Name:
Title:

Dated: _____, _____

cc: ~~[New UK~~ [Avianca](#) MidCo 2] [Limited](#)

³ Insert one of the two provisions.

EXHIBIT E

FORM OF TRANSFER CERTIFICATE
FOR TRANSFER FROM A REGULATION S GLOBAL
NOTE TO A RESTRICTED GLOBAL NOTE
(PRIOR TO 40TH DAY AFTER CLOSING DATE)

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801

Attn: Corporate Trust – Raye Goldsborough – [\[●\]Avianca MidCo 2 Limited](#)

Re: 9.000% Tranche A-[●] Senior Secured Notes Due 2028 (the “Tranche A-[●]
Exit Notes”)

Reference is hereby made to the Indenture, dated [December \[●1\]](#), 2021 (the
“**Indenture**”), among [\[●\]Avianca MidCo 2 Limited](#), the Guarantors party thereto,
WILMINGTON SAVINGS FUND SOCIETY, FSB, as trustee (the “**Trustee**”), Registrar,
Transfer Agent and Principal Paying Agent, and GLAS AMERICAS LLC, as Collateral Trustee.
Capitalized terms used but not defined herein shall have the meanings given to them in the
Indenture.

This letter relates to U.S.\$ _____ principal amount of Tranche A-[●] Exit Notes
which are held in the form of a beneficial interest in the Regulation S Global Note (ISIN No.
[USP06048AB19\[●\]](#)) with the Depository in the name of the undersigned.

The undersigned has requested a transfer of such beneficial interest to a Person who shall
take delivery thereof in the form of a beneficial interest in the Restricted Global Note (CUSIP
No. [●]) to be held through the Depository. In connection with such transfer, the undersigned
does hereby confirm that such transfer has been effected in accordance with the transfer
restrictions set forth in the Indenture and the Tranche A-[●] Exit Notes and pursuant to and in
accordance with Rule 144A under the U.S. Securities Act of 1933, as amended, and accordingly,
the undersigned represents that:

(1) the Tranche A-[●] Exit Notes are being transferred to a transferee that the
undersigned reasonably believes is purchasing the Tranche A-[●] Exit Notes for its own
account or one or more accounts with respect to which the transferee exercises sole
investment discretion; and

(2) the transferee and any such account is a “qualified institutional buyer”
within the meaning of Rule 144A, in a transaction meeting the requirements of Rule
144A and in accordance with any applicable securities laws of any state of the United
States or any other jurisdiction.

This certificate and the statements contained herein are made for your benefit and for the benefit of [●]

[INSERT NAME OF TRANSFEROR]

By: _____
Name:
Title:

Dated: _____, _____

cc: ~~[New UK~~ [Avianca](#) MidCo 2] [Limited](#)

EXHIBIT F

FORM OF CERTIFICATE FOR REMOVAL
OF THE SECURITIES ACT LEGEND ON A CERTIFICATED NOTE

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801

Attn: Corporate Trust – Raye Goldsborough – [\[●\]Avianca MidCo 2 Limited](#)

Re: 9.000% Tranche A-[●] Senior Secured Notes Due 2028 (the “Tranche A-[●] Exit Notes”)

Reference is hereby made to the Indenture, dated [December \[●\]1](#), 2021 (the “**Indenture**”), among [\[●\]Avianca MidCo 2 Limited](#), the Guarantors party thereto, WILMINGTON SAVINGS FUND SOCIETY, FSB, as trustee (the “**Trustee**”), Registrar, Transfer Agent and Principal Paying Agent, and GLAS AMERICAS LLC, as Collateral Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

This letter relates to U.S.\$ _____ principal amount of Tranche A-[●] Exit Notes which are held in the form of [a beneficial interest in the Restricted Global Note (CUSIP No. [●]) with the Depository] [[a] Certificated Note(s) in the name of the¹ undersigned.]

The undersigned has requested for the restrictive Legend on the Certificated Note(s) to be removed.

In connection with such transfer, the undersigned does hereby certify that such transfer has been effected only (i) in an offshore transaction in accordance with Rule 904 under the Securities Act, (ii) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) or (iii) pursuant to an effective registration statement under the Securities Act, in each of cases (i) through (iii) in accordance with any applicable securities laws of any State of the United States.

This certificate and the statements contained herein are made for your benefit and for the benefit of and [●]

[NAME OF UNDERSIGNED]

By: _____
Name:
Title:

Dated: _____, _____

¹ Indicate form in which Notes are held.

| cc: ~~[New UK~~ [Avianca](#) MidCo 2] [Limited](#)

E-2

| [#95002415v25](#)

Exhibit K to Notice of Filing of Plan Supplement
Shareholders Agreement

WHITE & CASE

Dated __ December 2021

Investment Agreement

relating to Avianca Group International Limited

between

Avianca Group International Limited

as the Company

and

The Persons set out in Part 1 of Schedule 1

as the Original Principal Investors

and

The Persons set out in Part 2 of Schedule 1

as the Original Other Equity Holders

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This Agreement is made on __ December 2021

Between:

- (1) Avianca Group International Limited, a private limited company incorporated in England and Wales (registered number 13645132), whose registered office is at Avianca Savinvest Arquen House, 4-6 Spicer Street, St. Albans, Greater London AL3 4PQ, registered with the UK Companies Register (the “**Company**”);
- (2) **The Persons** whose names and addresses are set out in Part 1 of Schedule 1 (*Original Principal Investors*) (together, the “**Original Principal Investors**” and each an “**Original Principal Investor**”); and
- (3) **The Persons** whose names and addresses are set out in Part 2 of Schedule 1 (*Original Other Equity Holders*) (together, the “**Original Other Equity Holders**” and, each, an “**Original Other Equity Holder**”).

Whereas:

- (A) The Company has been established in connection with the reorganization of Avianca Holdings S.A. (a *sociedad anónima* duly organized and validly existing under the Laws of Panama) and certain of its subsidiaries (the “**Debtors**”), such reorganization being more particularly described in the Plan of Reorganization (as defined below) and consummated on or around the date of this Agreement.
- (B) From the Emergence Date (as defined below), the parties have agreed to regulate their affairs in connection with the Company on the terms and conditions set out in this Agreement.

It is agreed as follows:

1. Definitions and Interpretation

- 1.1 The following words and expressions where used in this Agreement have the meanings given to them below:

“**Acceptance Notice**” has the meaning given to it in paragraph 1.2 of Part 1 of Schedule 5 (*Tag-Along*);

“**Accredited Investor**” shall have the definition given to it in Rule 501 of Regulation D under the Securities Act;

“**Act**” means the Companies Act 2006;

“**Additional Other Equity Holder**” means each person (including each Electing General Unsecured Claimholder that elects to receive Ordinary Shares under the Plan of Reorganization in exchange for, and in satisfaction and discharge of, its General Unsecured Avianca Claims) who has executed a Deed of Adherence pursuant to Clause 21 (*Deed of Adherence*);

“**Additional Principal Investor**” means an Other Equity Holder who is appointed an Additional Principal Investor in accordance with Clause 3 (*Principal Investor Appointment*);

“**Additional Relevant Securities**” has the meaning given to it in Clause 17.1 (*New Issues of Shares*);

“**Agreement**” means this investment agreement;

“**Annual Budget**” means the annual operating and capital budget of the Group, initially in a form approved by Standard Investor Consent, and then as may be adopted, amended and/or

replaced from time to time with Standard Investor Consent or otherwise in accordance with the terms of this Agreement;

“**Articles**” means the articles of association of the Company from time to time;

“**Asset Sale**” means a sale by the Company or any other member of the Group of all or substantially all of the Group’s business, assets and undertakings to one or more buyers on arm’s length terms as part of a single transaction or series of connected transactions (other than as part of a Reorganisation Transaction);

“**Auditors**” mean the statutory auditors of the Group from time to time;

“**Board**” means the board of directors of the Company (or a duly authorised Committee thereof that has been delegated the applicable authority) from time to time;

“**Board Materials**” has the meaning given to it in Clause 5.8 (*Board Observers*);

“**Business Day**” means any day other than a Saturday, Sunday or a public holiday in England and Wales, the State of New York or Bogota, Colombia;

“**Business Plan**” means that certain 8-Year Financial Forecast Revised Plan 2.0 dated 21 July 2021, as updated from time to time in accordance with Clause 16 (*Annual Budget and Business Plan*);

“**CEO**” means the chief executive officer of the Group from time to time, the first such person being Adrian Neuhauser;

“**Chairman**” has the meaning given to it in Clause 5.4 (*Rights of the Principal Investors to appoint and remove the Chairman*);

“**Chapter 11 Cases**” means the jointly administered cases of the Debtors under chapter 11 of title 11 of the United States Code;

“**Chapter 11 Exit Facility**” means the new senior secured credit facility or facilities consisting of Exit A-1 Notes and Exit A-2 Notes (each as defined in the Plan of Reorganization) made available to the Company in accordance with the Plan of Reorganization and exit facility documents included in the Plan Supplement;

“**Chapter 11 Exit Facility Documents**” means the documents that will govern the Chapter 11 Exit Facility, including each indenture and all other financing documents related to the Chapter 11 Exit Facility, such as intercreditor agreements, pledges, mortgages, and guarantees;

“**Commission**” means the U.S. Securities and Exchange Commission (as the same may be redesignated, substituted or replaced from time to time);

“**Committee**” has the meaning given to it in Clause 6 (*Committees of the Board*);

“**Company Opportunity**” means any activity, opportunity, relationship or investment in any line of business or type of business, including any Other Business;

“**Competitor**” means any person (or any of their affiliates) which is, or is acting on behalf of, or is any person or entity who Controls fifteen per cent (15%) or more of voting or economic rights in or has the ability to exert significant influence over, any person whose business is or seeks to be in competition with the Group’s business or any substantial part of it (taken as a whole) or who operates in the same or similar industry or sector as any Group Company in any jurisdiction it being understood and agreed that no Principal Investor shall be deemed a Competitor hereunder;

“**Compliance Measures**” has the meaning given to it in Schedule 4 (*Information Rights*);

“**Confidential Information**” means all information (whether oral or recorded in any medium) relating to any Group Company’s business, financial or other affairs (including future plans of any Group Company) which is treated by a Group Company as confidential (whether or not marked as confidential) or which by its nature is confidential;

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of a person or the management and policies of a person, whether through ownership of voting securities, by agreement or otherwise (and “**Controls**”, “**Controlled**” and “**Controlling**” shall be construed accordingly);

“**Controlling Interest**” means an interest (as defined in sections 820 to 825 of the Act) in the Shares conferring in aggregate more than fifty per cent (50%) of the total voting rights normally exercisable at any general meeting of the Company or the relevant New Holding Company;

“**Debt Finance**” means any third party debt financing facilities (including any senior and subordinated debt financing facilities, any loan notes and/or any other debt or debt-like security or rights convertible into or exercisable or exchangeable for debt or debt-like securities of any class or series of loan capital, together in each case with any related hedging arrangements) of or issued by any Group Company from time to time, including (i) the Secured RCF, and (ii) the Chapter 11 Exit Facility;

“**Deed of Adherence**” has the meaning given to it in Clause 21 (*Deed of Adherence*);

“**Deed of Indemnity**” means the deed of indemnity in the agreed form to be entered into pursuant to Clause 5.7 (*Indemnity*) of this Agreement;

“**Demand Eligible Holder**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Demand Eligible Holder Request**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Demand Notice**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Demand Registration**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Demand Registration Statement**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Demand Requesting Holders**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Disclosure and Transparency Guidelines**” has the meaning given to it in paragraph 2.14(a) of Schedule 4 (*Information Rights*);

“**Down-Round Ordinary Share Issuance**” has the meaning given to it in the Electing General Unsecured Claimholder Warrant Instrument;

“**Drag Transferee**” has the meaning given to it in Clause 18.11 (*Transfers of Shares*);

“**Drag Threshold**” means:

- (a) at any time before the fifth (5) anniversary of the Emergence Date, sixty-six and two-thirds per cent (66 $\frac{2}{3}$ %) of the issued and outstanding Ordinary Shares held by the Investors;
- (b) on or after the fifth (5) anniversary of the Emergence Date, fifty per cent (50%) of the issued and outstanding Ordinary Shares held by the Investors;

“**Drag-Along Investor**” means any Investor who holds or group of Investors who collectively hold Shares in an amount that constitutes at least the applicable Drag Threshold;

“**Drag-Along Notice**” has the meaning given to it in paragraph 1.1 of Part 2 of Schedule 5 (*Drag-Along*);

“**Drag-Along Sale**” has the meaning given to it in Clause 18.11 (*Transfers of Shares*);

“**Drag-Along Sale Documents**” has the meaning given to it in paragraph 1.4 of Part 2 of Schedule 5 (*Drag-Along*);

“**Drag-Along Securities**” has the meaning given to it in Clause 18.11 (*Transfers of Shares*);

“**Dragged Security Investors**” has the meaning given to it in Clause 18.11 (*Transfers of Shares*);

“**ECCA First Amendment**” means Amendment No. 1 to the Equity Conversion and Commitment Agreement dated October 28, 2021;

“**ECCA Second Amendment**” means Amendment No. 2 to the Equity Conversion and Commitment Agreement dated December 1, 2021;

“**Effectiveness Period**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Electing General Unsecured Claimholder**” has the meaning given to it in the Plan of Reorganization;

“**Electing General Unsecured Claimholder Warrant Instrument**” means the warrant instrument between the Company and certain Electing General Unsecured Claimholders, if any, relating to the issue of warrants to subscribe for shares in the Company dated on or around Emergence Date;

“**Electing General Unsecured Claimholder Warrants**” means the warrants to purchase Ordinary Shares, on the terms and subject to the conditions set forth in the Electing General Unsecured Claimholder Warrant Instrument, issued or to be issued to Electing General Unsecured Claimholders, if any, pursuant to the Plan of Reorganization;

“**Eligible Investor**” means an Investor (other than a Group Company) who holds at least two per cent (2%) of the Ordinary Shares, *provided that* such Investor qualifies as an Accredited Investor at the relevant time;

“**Eligible Warrantholder**” has the meaning given to it in the Electing General Unsecured Claimholder Warrant Instrument;

“**Emergence Date**” means the Effective Date of the Plan of Reorganization, as defined therein;

“**Emergency Funding**” means funding required:

- (a) to fund one or more than one acquisition in a competitive process where, given the timing of the acquisition or bidding process, it is likely in the reasonable opinion of the Board that complying with the pre-emption mechanism at Clause 17 (*New Issues of Shares*) to obtain the required capital would prevent the acquisition from being made;
- (b) to avoid any Group Company experiencing a material liquidity shortfall, including any liquidity shortfall that would result in a breach of any liquidity-based covenant in any Financing Document;

- (c) where there has occurred and is continuing an event of default under any Financing Document where such event of default has not been waived by the relevant provider(s) of the finance and in the reasonable opinion of the Board the Emergency Funding Issuance is necessary to cure the event of default;
- (d) where, in the reasonable opinion of the Board, there is likely to occur an event of default under any Financing Document and the Emergency Funding Issuance is, in the reasonable opinion of the Board, necessary to avoid the event of default occurring; or
- (e) to avoid any other emergency affecting the assets of the Company or any Group Company that, in the reasonable opinion of the Board, causes or poses an imminent risk of causing (x) material damage to the environment, (y) material damage to the property, business, equipment or facilities of the Company or any other Group Company or the Group as a whole, or (z) serious injury to or death of any person.

“Emergency Funding Issuance” has the meaning given to it in Clause 17.3(a) (*New Issues of Shares*);

“Enhanced Investor Consent” or **“Enhanced Investor Direction”** means a consent or direction (subject to Clause 44 (*United Matters*)):

- (a) in writing to the relevant Group Company from each Principal Investor or such Principal Investor’s appointed Investor Director (including by way of e-mail); or
- (b) from each of the Principal Investors by signing a written resolution of the shareholders of the Company approving the relevant transaction or matter,

and provided, in each case, that the consent or direction is expressly referred to as an Enhanced Investor Consent or Enhanced Investor Direction (as applicable);

“Equity Conversion and Commitment Agreement” means the equity conversion and commitment agreement between, amongst others, Avianca Holdings S.A. and the Original Principal Investors dated 1 September 2021, as such agreement may be amended, amended and restated, supplemented, novated or replaced from time to time;

“Excess Relevant Securities” has the meaning given to it in Clause 17.1 (*New Issues of Shares*);

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended;

“Exchange Listing” has the meaning given to it in Clause 11.1 (*Exchange Listing*);

“Exercise” has the meaning given to it in the United Warrant Instrument;

“Exit” means a Sale, Asset Sale, IPO or Winding Up;

“Family Member” means, in relation to an Investor, such Investor’s spouse or civil partner (provided they are not estranged or legally separated) and/or any one or more of his children (including step children) who are at least 18 years of age;

“Family Transferee” means, in relation to any Investor, a Family Member of such Investor or the trustees of a Family Trust set up wholly for the benefit of such Investor and/or his Family Members;

“Family Trust” means, in relation to an Investor, a trust or settlement set up wholly for the benefit of that person and/or his Family Members;

“Financing Documents” means the agreements (including facility, inter-creditor and security agreements and any ancillary documents) pursuant to which Debt Finance providers make

available Debt Finance to any Group Company including (i) the Secured RCF Documents and (ii) the Chapter 11 Exit Facility Documents (in each case, as may be amended, amended and restated, supplemented, novated or replaced from time to time) and the agreements for any refinancing or replacement thereof;

“**General Unsecured Avianca Claim**” has the meaning given to it in the Plan of Reorganization;

“**GRI Capital**” means the following accounts and funds managed by GRI Capital (i) GRI Investments Inc., (ii) The Rossy Foundation, (iii) 3457745 Canada Inc., (iv) The Leonard T. Assaly Family Foundation, (v) The David Family Foundation and (vi) 12353296 Canada Inc.;

“**Group**” means the Company and any New Holding Company and any direct or indirect subsidiary undertaking of the Company or any New Holding Company from time to time and references to “**Group Company**” and “**member of the Group**” shall be construed accordingly;

“**Holder Majority**” means Investors holding Shares representing more than fifty per cent (50%) of the issued and outstanding Ordinary Shares.

“**Holding Companies**” means the Company and any New Holding Company and “**Holding Company**” shall mean any one of them;

“**Independent Director**” has the meaning given to it in Clause 5.5 (*Independent Directors*);

“**Investment Fund**” means any person, trust, or fund holding equity or other securities for investment purposes;

“**Investor**” means:

- (a) each of the Principal Investors for so long as they hold any Shares;
- (b) each of the Other Equity Holders for so long as they hold any Shares;
- (c) any Investor Affiliate for so long as it holds any Shares; and
- (d) any other person who undertakes to perform the obligations of an Investor (including as a Principal Investor) under a Deed of Adherence for so long as it holds any Shares,

and “**Investors**” shall be construed accordingly;

“**Investor Affiliate**” means, in relation to an Investor:

- (a) any affiliate Controlled by, Controlling, or under common Control with such Investor (excluding any portfolio company thereof);
- (b) any Investment Fund:
 - (i) of that Investor (or any group undertaking of, or any (direct or indirect) Controlling shareholder of, that Investor);
 - (ii) of that Investor’s (or any group undertaking of that Investor’s) general partner, trustee, nominee, manager or adviser;
 - (iii) managed or advised by that Investor’s manager or adviser or by any group undertaking of, or any (direct or indirect) shareholder in, or entity under common Control with, or affiliate of, that manager or adviser;
 - (iv) that is a limited partner of that Investor (or of any manager or adviser of or to that Investor) provided that:

- (A) such Investment Fund is a bona fide investment fund and was not formed for the specific purpose of investing in the Company; or
- (B) in the case of Acceleration Investments III, LP, such Investment Fund is a bona fide aggregator vehicle specifically formed to hold a limited partner interest in the Investor on behalf of multiple investment funds, none of which were formed for the specific purpose of investing in the Company;
- (c) any group undertaking of that Investor, or of that Investor's general partner, trustee, nominee, manager or adviser (excluding any portfolio company thereof); or
- (d) any general partner, trustee, nominee, operator, arranger or manager of, adviser to, that Investor, or of, to or in any Investment Fund referred to in (a) above or of, to or in any group undertaking referred to in (b) above;

"Investor Consent" means a Standard Investor Consent or an Enhanced Investor Consent as applicable;

"Investor Direction" means a Standard Investor Direction or an Enhanced Investor Direction as applicable;

"Investor Director" has the meaning given to it in Clause 5.3(a) (*Rights of the Principal Investors to appoint and remove Investor Directors*);

"Investor Indemnitors" has the meaning given to it in Clause 5.7(e) (*Indemnity*);

"IPO" means the admission of the whole of any class of the issued share capital of any Holding Company to trading on a regulated market or other recognised investment exchange in the United Kingdom or on a national securities exchange in the United States provided that such term shall not include an Exchange Listing;

"Kingsland" has the meaning given to it in Clause 3.3 (*Kingsland International Group, S.A.*);

"Kingsland Group" has the meaning given to it in Clause 3.3 (*Kingsland International Group, S.A.*);

"Legal Requirement(s)" means any statutes, laws (statutory or common), ordinances, rules, regulations, codes, policies enacted, adopted or promulgated by any governmental authority and any order of a court or arbitral tribunal that is binding on the relevant person;

"Management Information Package" has the meaning given to it in paragraph 2.14(b) of Schedule 4 (*Information Rights*);

"Material Investor" means each Investor from to time holding Shares representing more than two per cent (2%) of the issued and outstanding Ordinary Shares;

"New Holder" has the meaning given to it in Part 1 of Schedule 5 (*Tag-Along*);

"New Holding Company" means any new holding company of the Company, formed for the purpose of facilitating a Reorganisation Transaction, the Exchange Listing or an IPO (that in each case has received the requisite Investor Consent pursuant to the terms of this Agreement) (excluding any holding company that owns an interest in the Company which is a special purpose vehicle utilised by the Investors (and not any other Security Holder) to facilitate their direct or indirect investment in the Group);

"New Issue" means a new issue of Shares following the Emergence Date in accordance with Clause 14 (*Exit*);

“**Non-Material Subsidiary**” means any direct or indirect subsidiary of the Company the revenues, assets or liabilities of which constitute less than three and one-half per cent (3.5%) of the aggregate consolidated gross revenues, assets or liabilities, as applicable, of the Group for the immediately preceding fiscal year;

“**Non-Selling Investor**” means:

- (a) in respect of a Principal Investor Tag Transfer, a Principal Investor who is not a Selling Investor; and
- (b) in respect of a Tag-Along Sale, an Investor who is not a Selling Investor;

“**Non-Transferring Investor**” has the meaning given to it in Clause 19 (*Right of First Refusal*);

“**Non-Transferring Investor Excluded Information**” has the meaning given to it in Clause 19.3 (*Right of First Refusal*);

“**Notice**” has the meaning given to it in Clause 41.1 (*Form of Notice*);

“**Observer**” has the meaning given to it in Clause 5.8 (*Board Observers*);

“**Ordinary Shares**” means the ordinary shares in the Company each with par value \$0.0001;

“**Original Principal Investor Ordinary Shares**” means, as of any time of determination, the Ordinary Shares held by all Original Principal Investors as of such time; *provided* that, subject to the limitations set forth in Clause 44 (*United Matters*), Original Principal Investor Ordinary Shares shall be deemed to include the United Warrant Shares held by United as of such time;

“**Other Business**” shall have the meaning given to it in Clause 20 (*Investment*);

“**Other Equity Holder**” means each Original Other Equity Holder, each Additional Other Equity Holder, and any other person who undertakes to perform the obligations of an Other Equity Holder under a Deed of Adherence, in each case for so long as it holds any Shares;

“**Outgoing Principal Investor**” has the meaning given to it in Clause 3.2 (*Termination of Appointment of Principal Investors*);

“**Permitted Amendment**” has the meaning given to it in Clause 30.1 (*Variations to Transaction Documents*);

“**Permitted Finance Disclosee**” means, in respect of any person, its lenders, proposed lenders and other financing parties of such person;

“**Piggyback Eligible Holders**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Piggyback Notice**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Piggyback Registration**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Piggyback Registration Statement**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Piggyback Request**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Plan of Reorganization**” means the Further Modified Joint Chapter 11 Plan of Avianca Holdings S.A. and its Affiliated Debtors dated October, 24 2021 (as amended and/or supplemented from time to time in accordance with the terms thereof), as confirmed by the U.S. Bankruptcy Court on November 2, 2021;

“**Plan Supplement**” has the meaning given to it in the Plan of Reorganization;

“**Principal Investor**” means:

- (a) an Original Principal Investor;
- (b) if applicable, any Additional Principal Investor; and
- (c) any person who adheres to this Agreement from time to time as a Principal Investor pursuant to a Deed of Adherence or a Principal Investor Deed of Adherence in accordance with this Agreement;

“**Principal Investor Deed of Adherence**” has the meaning given to it in Clause 3 (*Principal Investor Appointment*);

“**Principal Investor Tag Transfer**” has the meaning given to it in Clause 18.10 (*Transfers of Shares*);

“**Refinancing**” means any raising of Debt Finance or refinancing of any existing debt or equity financing arrangements of the Group;

“**Registration Expenses**” has the meaning given to it in Clause 26.2 (*Registration and Related Costs*);

“**Relevant Entitlement**” means:

- (a) with respect to any Eligible Investor, such percentage of the Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*) as is equal to a fraction (expressed as a percentage) (i) the numerator of which shall be the number of Ordinary Shares held by such Eligible Investor immediately prior to such proposed issuance and (ii) the denominator of which shall be the number of Ordinary Shares held by all Eligible Investors immediately prior to such proposed issuance; and
- (b) in the event any issuance of Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*) would constitute a Down-Round Ordinary Share Issuance, with respect to any Eligible Investor or Eligible Warrantholder, as applicable, such percentage of the Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*) as is equal to a fraction (expressed as a percentage) (i) the numerator of which shall be the number of Ordinary Shares held by such Eligible Investor or Eligible Warrantholder, as applicable, immediately prior to such proposed issuance and (ii) the denominator of which shall be the number of Ordinary Shares held by all Eligible Investors and Eligible Warrantholders immediately prior to such proposed issuance; *provided* that, for purposes of the calculations set forth in this clause (b), it shall be assumed that each Eligible Warrantholder has exercised all of its outstanding Subscription Rights in full (for cash pursuant to Clause 6.2(a)(i) of the Electing General Unsecured Claimholder Warrant Instrument) prior to such Down-Round Ordinary Share Issuance and that each Eligible Warrantholder holds the Ordinary Shares issuable in connection with the exercise of such Subscription Rights;

provided further that, for purposes of the foregoing clauses (a) and (b),

(A) an Eligible Investor’s Relevant Entitlement may instead be subscribed for by that Eligible Investor’s Investor Affiliate (subject to such Investor Affiliate qualifying as an Accredited Investor at the relevant time);

(B) in the case of the Kingsland Group, any member of the Kingsland Group may assign its Relevant Entitlement to any other member of the Kingsland Group or any of their respective Investor Affiliates (subject to such member of the Kingsland

Group or Investor Affiliate qualifying as an Accredited Investor at the relevant time);
and

(C) for as long as there are any unexercised United Warrants outstanding, (1) United shall be deemed an Eligible Investor and (2) for purposes of the calculations set forth in clauses (a) and (b), it shall be assumed that United is the holder of the United Warrant Shares prior to such proposed issuance of Relevant Securities.

“**Relevant Securities**” has the meaning given to it in Clause 17.1 (*New Issues of Shares*);

“**Reorganisation Transaction**” means a solvent reorganisation of the Company or the Group by any means, including the acquisition of the Company by a New Holding Company or any other reorganisation of the Company or the Group involving the Company’s or the Group’s share or debt capital (including the conversion, consolidation, sub-division or redesignation (as appropriate) of the Shares) and which may involve the exercise of the rights set out in Clause 15 (*Reorganisation Transactions*);

“**Replacement Securities**” has the meaning given to it in Clause 15.2 (*Reorganisation Transactions*);

“**Representatives**” means, in respect of any person, its partners, officers, employees, professional advisers, auditors and other representatives of such person;

“**ROFR Expiry Date**” has the meaning given to it in Clause 19 (*Right of First Refusal*);

“**ROFR Notice**” has the meaning given to it in Clause 19 (*Right of First Refusal*);

“**ROFR Offer**” has the meaning given to it in Clause 19 (*Right of First Refusal*);

“**ROFR Shares**” has the meaning given to it in Clause 19 (*Right of First Refusal*);

“**Sale**” means the sale or Transfer of Shares to one or more persons as part of a single transaction or a series of related transactions (other than (i) as part of a Reorganisation Transaction or (ii) the Transfer by an Investor to an Investor Affiliate) which results in such persons (together with any person connected with or acting in concert with such persons) being entitled to exercise a Controlling Interest, whether through merger, consolidation, share exchange, business combination or through any other form of equity transaction;

“**Secured RCF**” means the secured revolving credit facility made available to the Company pursuant to the Secured RCF Documents;

“**Secured RCF Documents**” means that certain Credit and Guaranty Agreement, dated as of 31 August 2018, by and among Aerovías del Continente Americano S.A. Avianca, as borrower, Avianca Holdings S.A. and Tampa Cargo S.A.S., as guarantors, Citibank N.A. as collateral agent and administrative agent, and the lenders party thereto and any Loan Documents (as defined therein), in each case, as amended, restated, modified, and/or supplemented in accordance with the Plan of Reorganization and the amendment included in the Plan Supplement on the Emergence Date, and from time to time thereafter;

“**Securities Act**” means the U.S. Securities Act of 1933, as amended;

“**Security Holder**” means any person, other than a Group Company, holding Shares;

“**Selling Investor**” has the meaning given to it in Clause 18.10 (*Transfers of Shares*);

“**Share Capital Table**” means the document appended to this Agreement setting out (i) the fully diluted share capital structure of the Company and (ii) the number, class and subscription amounts of Ordinary Shares issued to each of the Investors, in each case as at the Emergence Date;

“**Shareholders**” means the holders of Shares and “**Shareholder**” means any one of them;

“**Shares**” means the Ordinary Shares and any other shares of any class or series of capital stock or series of any securities or rights convertible into or exercisable or exchangeable for shares of any class or series of capital stock (or which are convertible into or exercisable or exchangeable for any security which is, in turn, convertible into or exercisable or exchangeable for shares of any class or series of capital stock) of the Company or any other Group Company (including any preference shares and any shares that carry a fixed return on profits, capital or otherwise) from time to time, including the Warrants, in each case having the rights and being subject to the restrictions set out in this Agreement and the Transaction Documents and “**Share**” means any one of them;

“**Standard Investor Consent**” or “**Standard Investor Direction**” means:

- (a) in the event that no Additional Principal Investors have been appointed at that time, a consent or direction (as the case may be) given in writing to the relevant Group Company by at least two (2) Principal Investors together holding a majority of the issued and outstanding Ordinary Shares held by the Principal Investors at that time; or
- (b) in the event that at least one Additional Principal Investor has been appointed at that time, a consent or direction (as the case may be) given in writing to the relevant Group Company by at least three (3) Principal Investors together holding a majority of the Ordinary Shares held by the Principal Investors;

“**Subscription Rights**” has the meaning given to it in the Electing General Unsecured Claimholder Warrant Instrument;

“**Surviving Provisions**” means Clauses 1 (*Definitions and Interpretation*), 24 (*Announcements*), 25 (*Confidentiality*), 28 (*Relationship of Agreement to Transaction Documents*), 29 (*Duration*) to 43 (*Governing Law and Jurisdiction*) (inclusive);

“**Tag Completion**” has the meaning given to it in paragraph 1.4 of Part 1 of Schedule 5 (*Tag-Along*);

“**Tag Expiry Date**” has the meaning given to it in paragraph 1.2 of Part 1 of Schedule 5 (*Tag-Along*);

“**Tag Transferee**” has the meaning given to it in Clause 18.10 (*Transfers of Shares*);

“**Tag Price**” has the meaning given to it in paragraph 1.1 of Part 1 of Schedule 5 (*Tag-Along*);

“**Tag-Along Documents**” has the meaning given to it in paragraph 1.4 of Part 1 of Schedule 5 (*Tag-Along*);

“**Tag-Along Offer**” means:

- (a) in relation to a Principal Investor Tag Transfer, the offer required to be made by the Selling Investor(s) to each Principal Investor in accordance with Clause 18.10(a) (*Transfers of Shares*); and
- (b) in relation to a Tag-Along Sale, the offer required to be made to all Investors in accordance with Clause 18.10(b) (*Transfers of Shares*);

“**Tag-Along Sale**” has the meaning given to it in Clause 18.10 (*Transfers of Shares*);

“**Transaction Documents**” means this Agreement, the documents constituting the Shares (including the Warrants Instrument), the constitutional documents of the Group Companies and, in each case, all documents referred to therein, including the Articles;

“**Transfer**” means, in relation to any Shares, to:

- (a) sell, assign, transfer or otherwise dispose of them or any interest in them (including the grant of any option over or in respect of them);
- (b) direct (by way of renunciation or otherwise) that another person should, or assign any right to, receive them or any interest in them;
- (c) enter into any agreement in respect of the voting, economic or any other rights attached to them (other than by way of proxy for a particular shareholder meeting); or
- (d) agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing;

provided that the creation or permission to subsist of any security interest over any such Shares, including the use of any such Shares as collateral for the purposes of any legal or equitable security interest or share pledge, or any total return swap, contract for difference, or any other derivative financing, shall not constitute a Transfer; provided further that enforcement of such security interest or collateral shall constitute a Transfer (and “**Transferred**” shall be construed accordingly);

“**Transferring Investor**” has the meaning given to it in Clause 19 (*Right of First Refusal*);

“**Transferring Investor Excluded Information**” has the meaning given to it in Clause 19.3 (*Right of First Refusal*);

“**Undisturbed Ordinary Shares**” has the meaning given to it in Clause 3.2 (*Termination of Appointment of Principal Investors*);

“**United**” means United Airlines, Inc.;

“**United Warrant Instrument**” means the warrant instrument relating to the issue of warrants by the Company to United dated on or about the date hereof;

“**United Warrants**” means the warrants to purchase Ordinary Shares, on the terms and subject to the conditions set forth in the United Warrant Instrument, issued or to be issued to United pursuant to the ECCA First Amendment;

“**United Warrant Shares**” means the Ordinary Shares to be issued to United on exercise of the United Warrants subject to the United Warrant Instrument;

“**U.S. Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York or any other court having jurisdiction over the Chapter 11 Cases;

“**Warrant Instrument**” means each of the Electing General Unsecured Claimholder Warrant Instrument and the United Warrant Instrument;

“**Warrants**” means each of the Electing General Unsecured Claimholder Warrants and the United Warrants;

“**Wholly Owned Subsidiaries**” means Group Companies that are (directly or indirectly) wholly owned by a Holding Company; and

“**Winding Up**” means a voluntary or involuntary distribution pursuant to a winding up, dissolution or liquidation of the Company or any New Holding Company (including following an Asset Sale).

- 1.2 The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement.

- 1.3 Unless the context otherwise requires, words and expressions defined in the Articles and words and expressions defined in or having a meaning provided by the Act shall have the same meaning in this Agreement, including references to a “**company**”, “**holding company**”, “**subsidiary**”, “**parent undertaking**”, “**group undertaking**” and “**subsidiary undertaking**”.
- 1.4 Unless the context otherwise requires, or as expressly defined otherwise, references in this Agreement to:
- (a) any of the masculine, feminine and neuter genders shall include other genders;
 - (b) the singular shall include the plural and vice versa;
 - (c) a person shall include a reference to any natural person, body corporate, unincorporated association, partnership, firm and trust;
 - (d) “**employee**” and “**employees**” shall be deemed to include workers, consultants and non-executive directors;
 - (e) any statute or statutory provision shall be deemed to include any instrument, order, regulation or direction made or issued under it and any reference to any statute, statutory provision, regulations or rules of any regulatory body shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated, re-enacted or replaced except to the extent that any amendment or modification made after the date of this Agreement would increase any liability or impose any additional obligation under this Agreement;
 - (f) any reference to a regulatory body or agency shall be deemed to include any successor of such regulatory body or agency and shall be construed as a reference to the same;
 - (g) any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than that of England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
 - (h) any time or date shall be construed as a reference to the time or date prevailing in England;
 - (i) a procuring obligation, where used in relation to the Investors, the Board, the Holding Companies or the other parties to this Agreement (or any one or more of them), means that each Investor, member of the Board, Holding Company or other party (as the case may be) undertakes to exercise his or its voting rights and use any and all powers vested in him or it from time to time as a shareholder, partner, member, director, officer or employee or otherwise in or of the Company or any other member of the Group or other entity (as relevant) to ensure compliance with that obligation so far as he or it is reasonably able to do so, whether acting alone or (to the extent that he is lawfully able to contribute to ensuring such compliance collectively) acting with others;
 - (j) “**\$**”, “**USD**” and “**dollars**” denote the lawful currency of the United States of America; and
 - (k) an undertaking or procuring obligation, where used in relation to the Holding Companies, means an undertaking or procuring obligation other than to the extent that it would constitute an unlawful fetter on its statutory powers.

- 1.5 The headings in this Agreement are for convenience only and shall not affect its meaning. References to a Clause, Schedule or paragraph are (unless otherwise stated) to a Clause of and Schedule to this Agreement and to a paragraph of the relevant Schedule.
- 1.6 Where any Shares are held by a nominee, custodian or trustee for any person, that person shall (unless the context requires otherwise) be treated for the purposes of this Agreement as the holder of those Shares and references to Shares being “**held by**” a person, to a person “**holding**” Shares or to a person who “**holds**” any such Shares, or equivalent formulations, shall be construed accordingly.
- 1.7 For the purposes of calculating whether an Investor meets a holding threshold set out in this Agreement (including whether an Investor qualifies as a Material Investor or Principal Investor) and for calculating such Investor’s ownership of Shares for purposes of the Transaction Documents, including pursuant to Clause 12 (*Registration Rights*), Clause 17 (*New Issues of Shares*), including the calculation of Relevant Entitlements, Clause 18 (*Transfer of Shares*), Clause 19 (*Right of First Refusal*) and Clause 25 (*Confidentiality*), as at any time of determination (x) subject to the limitations set forth in Clause 44 (*United Matters*) United shall be treated as the holder of the United Warrant Shares as of such time of determination and (y) an Investor shall be treated as the holder of Shares held by such Investor and by its Investor Affiliates as of such time of determination (in each case subject to Clause 1.6), *provided that* a person shall not be deemed to hold Shares:
- (a) held by an Investor Affiliate where such Investor Affiliate has failed to enter into a Deed of Adherence in compliance with Clause 18.3(a) (*Transfers of Shares*) and Clause 21 (*Deed of Adherence*);
 - (b) over which such person or any of its Investor Affiliates exercises voting control pursuant to a voting trust, proxy or other similar agreement with a person that is not an Investor Affiliate of such person, or
 - (c) which are owned by such person or any of its Investor Affiliates but with respect to which all or part of the economic benefits and/or risks of ownership of such Shares are conferred to any other person (other than to (x) any other Investor Affiliate of such person or (y) a limited partner of, or investor in, any such person, in its capacity as such),

and references to Shares being “**held by**” a person, to a person “**holding**” Shares or to a person who “**holds**” any such Shares, or equivalent formulations, shall be construed accordingly.

- 1.8 A reference to a “**connected**” person shall have the meaning attributed to it at the date of this Agreement by the Insolvency Act 1986 and “**connected with**” shall be construed accordingly. A reference to a person “**acting in concert**” shall have the meaning attributed to it at the date of this Agreement by the UK Takeover Code and “**acting in concert with**” shall be construed accordingly.
- 1.9 In construing this Agreement, “**including**” shall be deemed to mean “**including without limitation**”, general words introduced by the word “**other**” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

2. **Effective Date**

The rights and obligations of the parties pursuant to this Agreement shall be effective from the Emergence Date.

3. Principal Investor Appointment

3.1 Appointment of Additional Principal Investors

- (a) An Original Principal Investor holding a majority of the Original Principal Investor Ordinary Shares or (as the case may be) Original Principal Investors together holding a majority of the Original Principal Investor Ordinary Shares may (but are not obliged to) appoint up to two (2) unaffiliated Other Equity Holders to be Additional Principal Investors *provided that* each such Other Equity Holder, together with its Investor Affiliates, holds at least seven and one-half per cent (7.5%) of the Ordinary Shares at the relevant time.
- (b) The appointment of an Additional Principal Investor pursuant to paragraph (a) of this Clause 3.1 (*Appointment of Additional Principal Investors*) shall take effect upon the later of:
 - (i) the relevant Original Principal Investor(s) notifying each other Principal Investor and the Company of the appointment; and
 - (ii) each such Other Equity Holder executing and delivering a fully valid and binding deed of adherence substantively in the form set out in Schedule 7 (*Principal Investor Deed of Adherence*) (a “**Principal Investor Deed of Adherence**”) as a Principal Investor.
- (c) If any Original Principal Investor or group of Original Principal Investors has appointed two Additional Principal Investors (the “**Original Appointees**”) pursuant to paragraphs (a) and (b) of this Clause 3.1 (*Appointment of Additional Principal Investors*), no Original Principal Investor may appoint a further Additional Principal Investor, whether or not the Original Appointees remain Principal Investors.

3.2 Termination of Appointment of Principal Investors

If any Principal Investor (in this context an “**Outgoing Principal Investor**”) together with its Investor Affiliates ceases to hold at least seven and one-half per cent (7.5%) of the issued and outstanding Ordinary Shares excluding from such calculation any Ordinary Shares issued after the date hereof in respect of which pre-emptive rights did not apply pursuant to Clause 17.3(b) (*New Issues of Shares*) (such Ordinary Shares, excluding any Ordinary Shares issued after the date hereof in respect of which pre-emptive rights did not apply pursuant to Clause 17.3(b) (*New Issues of Shares*), the “**Undisturbed Ordinary Shares**”):

- (a) that Outgoing Principal Investor will promptly (and in any event within one (1) Business Day of ceasing to hold at least seven and one-half per cent (7.5%) of the Undisturbed Ordinary Shares), notify the Company and each other Principal Investor;
- (b) that Outgoing Principal Investor will immediately and automatically, without further reference to or consent of that Outgoing Principal Investor, cease to be a Principal Investor (whether or not it has complied with its obligations under paragraph (a) above); and
- (c) the provisions of this Agreement (other than this Clause 3.2 (*Termination of Appointment of Principal Investors*)) that apply to Principal Investors will no longer apply to or include that Outgoing Principal Investor and (if and to the extent that such Outgoing Principal Investor continues to hold any Shares) such Outgoing Principal Investor will be considered an Other Equity Holder for the purposes of this Agreement.

3.3 **Kingsland International Group, S.A.**

The Ordinary Shares held from time to time by:

- (a) Kingsland International Group, S.A. (“**Kingsland**”);
- (b) its Recipient Tranche B Purchasers (as defined in the Equity Conversion and Commitment Agreement) who receive Ordinary Shares pursuant to the Equity Conversion and Commitment Agreement (including KHLI S.A., Acceleration Investments LP, Acceleration Investments II LP, Acceleration Investments III LP and Fratelli Investments Limited); and
- (c) GRI Capital,

and in each case their respective Investor Affiliates (together with (a) – (c) the “**Kingsland Group**”), will be aggregated for the purposes of this Agreement, including for the purpose of determining whether such Investors constitute a Principal Investor. To the extent that the Kingsland Group so constitutes a Principal Investor or reaches an ownership threshold relevant for any rights or obligations hereunder, all rights conferred on the Kingsland Group as a Principal Investor or otherwise as a shareholder meeting such threshold pursuant to the Transaction Documents shall be exercisable on behalf of all such Investors solely by Kingsland.

4. **Cooperation**

The Company and the Principal Investors will cooperate, on an ongoing basis, in seeking to structure, operate and / or manage the Company in a tax efficient manner (from both the tax perspective of the Company and the Principal Investors) and with a view to anticipating the issuance by any member of the Group of senior and high yield debt in a manner which provides creditors with appropriate priority and security, consistent with the tax-efficiency of the Group.

5. **Role of the Board and Composition**

5.1 **Management of the Group**

Subject to those matters which require Investor Consent in accordance with the terms of this Agreement or any other Transaction Document, the Board is responsible for:

- (a) the overall direction and strategic development of the Group, including pursuing the Exchange Listing; and
- (b) forming policies for conducting the business of the Group.

5.2 **Board Composition**

- (a) The parties agree and the Company shall procure that, with effect from the Emergence Date, the Board shall initially comprise, at a minimum, the following five (5) directors:
 - (i) the CEO;
 - (ii) those persons appointed as Investor Directors pursuant to and on the terms and conditions set out in Clause 5.3 (*Rights of the Principal Investors to appoint and remove Investor Directors*); and
 - (iii) one (1) initial Independent Director appointed pursuant to and on the terms and conditions set out in Clause 5.5 (*Independent Directors*).

- (b) The parties agree and the Company shall procure that four (4) additional Independent Directors shall be appointed pursuant to and on the terms and conditions set out in Clause 5.5 (*Independent Directors*) on or as soon as practicable following the Emergence Date.
- (c) If any Additional Principal Investor is appointed as a Principal Investor on or after the Emergence Date pursuant to Clause 3.1 (*Appointment of Additional Principal Investors*), each such Additional Principal Investor may (but is not obliged to) appoint one Investor Director.
- (d) The parties agree and the Company shall procure that the Board shall not have more than twelve (12) directors at any time, unless with Enhanced Investor Consent.
- (e) Unless otherwise approved by Enhanced Investor Consent, the parties agree that at all times the Board (and any Committee (as defined in Clause 6) (*Committees of the Board*)) shall be comprised and operated in such a manner so as to ensure the Company remains solely tax resident in the United Kingdom.
- (f) The Company and each Principal Investor agree to cooperate with each other to ensure that the composition of the Board meets the condition in paragraph (e) at all times.
- (g) Each proposal for the appointment, replacement and/or removal of the CEO as a director on the Board or of an Investor Director or Independent Director shall be notified in writing to the Company by the relevant Principal Investor and the Company shall procure that such appointment, replacement and/or removal is implemented without delay.

5.3 Rights of the Principal Investors to appoint and remove Investor Directors

- (a) Subject to Clause 44 (*United Matters*) and without prejudice to any other rights that they may have but subject always to Clause 5.2(e) (*Board Composition*) and paragraphs (b) and (c) of this Clause 5.3 (*Rights of the Principal Investors to appoint and remove Investor Directors*), each Principal Investor shall, in each case by notice in writing to the Company, be entitled but not obliged to appoint to, remove from and replace on the Board, one person as a director, whom such Principal Investor shall designate as an “**Investor Director**” (and, together, the “**Investor Directors**”), and to appoint and remove any replacements thereof, *provided that* no such appointment shall be made where such appointment would be inconsistent with Clause 5.2(e) (*Board Composition*).
- (b) Each Principal Investor shall retain such appointment, removal and replacement right only for so long as such Principal Investor remains a Principal Investor pursuant to the terms of this Agreement.
- (c) Upon any Outgoing Principal Investor ceasing to be a Principal Investor pursuant to Clause 3.2 (*Termination of appointment of Principal Investors*), such Outgoing Principal Investor shall procure the immediate resignation and removal of its appointed Investor Director, failing which the Company and the Investors shall procure the prompt removal of such Investor Director.

5.4 Rights of the Principal Investors to appoint and remove the Chairman

- (a) Subject to Clause 44 (*United Matters*) and without prejudice to any other rights that they may have, an Original Principal Investor holding a majority of Original Principal Investor Ordinary Shares or (as the case may be) Original Principal Investors together holding a majority of the Original Principal Investor Ordinary Shares shall be entitled from time to time to nominate one of the Investor Directors or an Independent

Director as the chairman of the Board (“**Chairman**”), to require any Investor Director or Independent Director appointed to serve as Chairman pursuant to this Clause 5.4(a) (*Rights of the Principal Investors to appoint and remove the Chairman*) to cease to act as Chairman, and to appoint another Investor Director or Independent Director as Chairman.

- (b) For the avoidance of doubt, a director’s independence shall not be impugned by his or her designation as Chairman pursuant to Clause 5.4(a) (*Rights of the Principal Investors to appoint and remove the Chairman*) above.

5.5 Independent Directors

- (a) The Board will include a number of directors (each an “**Independent Director**”), each of whom, for so long as they serve as a director of the Board:
- (i) is independent (x) under the standards established by any global exchange on which the Ordinary Shares are then listed or (y) if the Ordinary Shares are not so listed, under the standards for independent directors established by the New York Stock Exchange;
 - (ii) has no direct or indirect material relationship with any member of the Group other than membership on the Board;
 - (iii) is not, and has not been in the past five (5) years, employed by any member of the Group or any Investor;
 - (iv) does not have, and has not had in the past five (5) years, a business relationship with, and does not hold a material interest in, any member of the Group or any Investor (either directly or as a partner or shareholder), and is not a partner, shareholder, director, officer or senior employee of a person that has or had such a relationship;
 - (v) does not receive any remuneration from any member of the Group or any Investor other than his or her director’s fee and such director’s fee does not constitute a significant portion of his or her annual income;
 - (vi) does not participate in any share option or employee incentive scheme or pension of any member of the Group, other than the grant of Shares as part of compensation for the services provided as Independent Directors;
 - (vii) is not employed as an executive officer of another company where any of the Company’s executives serve on that company’s board of directors;
 - (viii) is not, nor has been at any time during the past five (5) years, affiliated with or employed by a present or former auditor of any member of the Group; and
 - (ix) is not a member of the immediate family (and is not the executor, administrator or personal representative of any such person who is deceased or legally incompetent) of any individual who would not meet any of the tests set out in Clause 5.5(a)(i) to (viii) (*Independent Directors*) above (were he or she a director of the Company).
- (b) Upon the removal of an Investor Director pursuant to Clause 5.3(c) (*Rights of the Principal Investors to appoint and remove Investor Directors*), the parties agree and the Company shall procure that such Investor Director shall be replaced by an Independent Director appointed in accordance with paragraph (c) of this Clause 5.5 (*Independent Directors*) and any subsequent replacement of such Independent Director shall also be an Independent Director appointed in the same manner.

- (c) Each Independent Director may be appointed to, removed from and replaced on the Board:
 - (i) until the occurrence of the Exchange Listing, by a majority of the Investor Directors (including, if applicable, any Investor Directors appointed by the Additional Principal Investors); and
 - (ii) following the Exchange Listing, a Holder Majority.
- (d) Each of the Investors irrevocably undertakes to attend or be represented at any general meeting, to exercise its voting rights attached to the Shares, unless such voting rights have been waived, and to vote in favour of any resolution each time as may be required to give full effect to Clause 5.2 (*Board Composition*) to this Clause 5.5 (*Independent Directors*).

5.6 CEO

- (a) The Investors and the Company shall procure that:
 - (i) the CEO is not appointed, replaced or removed without Standard Investor Consent in accordance with Clause 9.1(b) (*Conduct of Business Undertakings*) and Part 2 of Schedule 3 (*Standard Investor Consent Matters*);
 - (ii) the person serving as CEO shall be appointed to the Board for so long as such person is the CEO;
 - (iii) subject always to Clause 9.1 (*Conduct of Business Undertakings*), day-to-day management and operations of the Group are delegated to an executive committee comprising the CEO and such persons (not being Board members) that are appointed to the committee on the recommendation of the CEO, the terms of reference and proceedings of which shall be determined by the CEO from time to time; and
 - (iv) if the CEO does not voluntarily resign from his or her role as a director on the Board immediately following termination of his or her service or employment contract, the CEO shall be promptly removed from the Board as a director.

5.7 Indemnity

- (a) The Company shall indemnify and hold harmless each person (including each Investor Director) that is or was serving as a director or officer of the Company or any other Group Company (each a “**D&O Indemnified Person**”) to the fullest extent permitted under applicable law, on the terms set out in the Deed of Indemnity or otherwise on terms approved by the Board and with Standard Investor Consent. For purposes of this Agreement, the term “officer” and, accordingly, “D&O Indemnified Person”, shall include any “Insured Person” under and as defined in the directors and officers liability insurance policy for the Group in effect as of the date of this Agreement and any other person with similar responsibilities with respect to the Group Companies as any of the foregoing persons who may be designated by the CEO (in his sole discretion) from time to time.
- (b) The right to indemnification conferred in Clause 5.7(a) (*Indemnity*) shall not be deemed exclusive of any other right which any D&O Indemnified Person may have or hereafter acquire under any statute, agreement, applicable law, or otherwise. At all times following the Emergence Date, the Company and the Investors shall use their respective commercially reasonable efforts to ensure that the Articles provide for

indemnification in line with this Clause 5.7 (*Indemnity*) and exculpation of each D&O Indemnified Person to the fullest extent permitted under applicable law.

- (c) The Company shall, at its own expense, purchase and maintain in effect a directors and officers liability insurance policy on customary terms in respect of any insurable liability of the D&O Indemnified Persons in their capacity as such.
- (d) Notwithstanding anything contained herein to the contrary, any indemnity shall be provided out of and to the extent of the Company's assets only, and no Investor shall have personal liability on account thereof nor be required to make any capital contributions to the Company to help satisfy such indemnity of the Company.
- (e) The Company hereby acknowledges that the Investor Directors may have certain rights to indemnification, advancement of expenses and/or insurance provided by the Investors and certain of their respective Investor Affiliates ("**Investor Indemnitors**"). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to such persons are primary and any obligation of the Investor Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such persons are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by such persons and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Articles (or any other agreement between the Company and such persons), without regard to any rights such persons may have against the Investor Indemnitors, and (iii) that it irrevocably waives, relinquishes and releases the Investor Indemnitors from any and all claims against the Investor Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Investor Indemnitors on behalf of such persons with respect to any claim for which such persons have sought indemnification from the Company shall affect the foregoing and the Investor Indemnitors shall be subrogated to the extent of such advancement or payment to all of the rights of recovery of such persons against the Company.

5.8 Board Observers

- (a) For as long as it remains a Principal Investor in accordance with the terms of this Agreement, each Original Principal Investor shall be entitled to send one observer to attend and speak at, but not vote at, any meetings of the Board (each an "**Observer**" and together the "**Observers**").
- (b) Unless varied pursuant to Enhanced Investor Consent, the Company agrees that the Observers may participate fully in discussions of all matters brought to the Board for consideration, but in no event shall any Observer:
 - (i) be deemed to be a member of the Board;
 - (ii) be deemed to be an officer or a member of the management of the Company (or perform managerial functions and activities);
 - (iii) have or be deemed to have, or otherwise be subject to, any duties (fiduciary or otherwise) to any Group Company or its shareholders; or
 - (iv) have the right to propose or offer, or vote on, any motions or resolutions to the Board.
- (c) Unless an Observer provides notice in writing to the Company that the Observer does not wish to receive such information, the Company shall provide to each Observer copies of all notices, minutes, consents and other materials that it provides to Board

members (collectively, “**Board Materials**”), including any draft versions, proposed written consents, and exhibits and annexes to any such materials at the same time and in the same manner as such information is delivered to the Board members. Notwithstanding anything in this Clause 5.8 (*Board Observers*) to the contrary, the Company may exclude the Observers from access to any Board Materials, meeting or portion thereof if the Board concludes, acting in good faith, that such exclusion is reasonably necessary to preserve the solicitor-client or litigation privilege between the Company and its counsel (*provided that* any such exclusion shall only apply to such portion of such material or meeting which would be required to preserve such privilege).

- (d) An Observer may be required by the relevant Group Company to agree to a confidentiality undertaking on terms acceptable to the Principal Investor who has appointed such Observer (acting reasonably).

- 5.9 Where an Investor Director is removed by his or her appointing Principal Investor or otherwise vacates office as a Director, such appointing Principal Investor shall indemnify and hold the Company harmless from and against all expenses, liabilities, or losses suffered or incurred in respect of, arising out of, or in any way connected with such Investor Director’s removal or vacation from office.

6. Committees of the Board

The Board may, by means of a board resolution, delegate any of their powers to a committee of the Board (“**Committee**”). The Board shall set the scope of the Committees’ terms of reference, including, further to Clause 5.2(e) (*Board Composition*), such restrictions as may be determined by the Board from time-to-time with respect to maintaining the UK tax residency of the Company.

7. Board Quorum Requirements

- 7.1 Subject to Clause 7.2 (*Board Quorum Requirements*), the quorum necessary for the transaction of any business of the Board shall be the presence at all times during the meeting of:
 - (a) two (2) directors, including for these purposes any Investor Director; and
 - (b) each Investor Director.
- 7.2 If a quorum is not present at any meeting of the Board at any time when business is considered, then such meeting shall be adjourned for two (2) Business Days, on the basis that it shall be reconvened on the relevant day at the same time and place. No more than one such adjournment may be made in respect of a meeting. The required quorum at the adjourned meeting shall be a majority of the then serving directors on the Board, including at least one (1) Investor Director for so long as an Investor Director remains in office.
- 7.3 Where no Investor Director remains in office, the quorum necessary for the transaction of any business of the Board shall be the minimum as is required by applicable law and/or the Articles.

8. Proceedings and Voting at Meetings

8.1 Board Meetings

The provisions of Part 1 of Schedule 2 (*Board Proceedings and Voting*) shall apply to proceedings of the Board, subject at all times to Clause 5.2(e) (*Board Composition*).

8.2 General Meetings and Votes of Members

The provisions of Schedule 2 (*General Meetings*) shall apply to the proceedings at general meetings, and in respect of votes of members, of the Company.

9. Conduct of Business (Investor Consents and Investor Directions)

9.1 Conduct of Business Undertakings

Each of the Holding Companies undertakes to the Investors to:

- (a) not effect any of the matters set out in Part 1 of Schedule 3 (*Enhanced Investor Consent Matters*) without Enhanced Investor Consent;
- (b) not effect any of the matters set out in Part 2 of Schedule 3 (*Standard Investor Consent Matters*) without Standard Investor Consent; and
- (c) procure that each other Group Company (i) not effect any of the matters set out in Part 1 of Schedule 3 (*Enhanced Investor Consent Matters*) without Enhanced Investor Consent and (ii) not effect any of the matters set out in Part 2 of Schedule 3 (*Standard Investor Consent Matters*) without Standard Investor Consent;

provided that, notwithstanding anything to the contrary in this Agreement, no Investor Consent shall be required for any Group Company to effect any of the matters expressly contemplated by the Plan of Reorganization.

9.2 Information to be Supplied for Investor Consents or Investor Directions

The Company shall supply to the Principal Investors and each Investor Director all information and documentation reasonably necessary to allow proper consideration to be given, over a reasonable advance period, to any proposed transaction or matter upon which an Investor Consent is sought or an Investor Direction required.

10. Provision of Information

10.1 Regular Reporting Obligations

The Company shall provide, grant access, make available or deliver (or procure the delivery) on an ongoing basis:

- (a) to each Investor, including each Principal Investor, quarterly and annual financial and operating statements and annual audited financial statements of the Group on a consolidated basis prepared in accordance with International Financial Reporting Standards (IFRS); and
- (b) to each Principal Investor, to the extent not already provided in accordance with (a) above, copies of the financial reports and information about the Group at the time and in the form listed in Schedule 4 (*Information Rights*).

10.2 Regulatory Reporting Obligations

Subject to Clause 25 (*Confidentiality*), the Company and the Investors shall use reasonable endeavours to each provide to the other, on an on-going basis, to the extent reasonably available and permitted by applicable Legal Requirements, copies of all information reasonably required and reasonably available to them to complete regulatory analyses pertinent to the Group's operations; *provided, that* no Investor shall be required to provide to the Company any documentation or other information that such Investor has reasonably determined would be reasonably likely to violate applicable Legal Requirements, including antitrust or merger control laws and data protection laws, rules or regulations, cause forfeiture of attorney-client privilege or attorney work-product privilege, or violate the confidentiality provisions of any contract to which such Investor is a party, except insofar as disclosure is made to a governmental or other regulatory authority that is required to provide confidential treatment to such information, including personal identifiable information; *provided, further, that* such Investor shall use its reasonable best efforts to cause such information to be provided in a manner that would not result in such violation or forfeiture.

10.3 Information on Request

Upon reasonable notice from any Principal Investor to the Company:

- (a) the Company shall (and shall procure that each other relevant Group Company shall) during business hours, allow such Principal Investor or its representatives, without charge, to:
 - (i) inspect and take copies of the Group's property or business records; and
 - (ii) discuss the affairs, finances and accounts of the Group with its officers, employees and Auditors,

in each case for the purpose of:

- (A) auditing or valuing any Group Company;
- (B) preparing its own accounts or tax returns;
- (C) monitoring its investment; or
- (D) any other reasonable purpose.

11. Exchange Listing

11.1 Within six (6) months of the Emergence Date, the Principal Investors shall (acting by Standard Investor Direction) request (the "**Listing Request**") that the Company files the applicable registration statement with the Commission under the Exchange Act and submits an application to list its Ordinary Shares or Replacement Securities (or depositary receipts in respect Ordinary Shares or Replacement Securities) on (i) the London or New York Stock Exchange or (ii) an alternative single global exchange approved by Standard Investor Consent (the "**Exchange Listing**").

11.2 Following receipt of the Listing Request, the Company shall use its reasonable best efforts to effect the Exchange Listing and the effectiveness of such registration statement:

- (a) as promptly as practicable, but in any event no later than nine (9) months after the date of the Listing Request (the "**Listing Deadline**"); and
- (b) on terms and conditions suitable for a successful direct listing and reasonably acceptable to a Holder Majority,

provided that the Listing Deadline may be extended with the prior written approval of a Holder Majority to a date that is no later than eighteen (18) months after the date of the Listing Request.

11.3 All parties agree to take such action, and to procure that such action is taken, as is reasonably requested by the Board or the Principal Investors to achieve the Exchange Listing including:

- (a) appointing professional and corporate finance advisers approved by Standard Investor Consent for and on behalf of the Company (and/or relevant Group Company);
- (b) assisting in the production and negotiation of such documentation as is required to effect the Exchange Listing; and
- (c) giving such cooperation and assistance as the Company or the Principal Investors reasonably request.

12. Registration Rights

12.1 Demand Registration

- (a) At any time after the six (6) month anniversary of an Exchange Listing, upon written notice to the Company (a “**Demand Notice**”) delivered by one or more Investors who together own at least ten per cent (10%) of the Ordinary Shares (the “**Demand Requesting Holder(s)**”) requesting that the Company effect the registration (a “**Demand Registration**”) under the Securities Act (other than pursuant to a registration statement on Form F-4, Form S-4 or Form S-8 or any similar or successor form under the Securities Act) of any or all of the Shares held by such Demand Requesting Holder(s), the Company shall promptly (but in any event, not later than five (5) Business Days following the Company’s receipt of such Demand Notice) give written notice of the receipt of such Demand Notice to all other Investors that, to its knowledge, hold Shares (each, a “**Demand Eligible Holder**”).
- (b) The Company shall, within forty-five (45) days following the receipt of such Demand Notice, file the appropriate registration statement (the “**Demand Registration Statement**”) and use its reasonable best efforts to effect, at the earliest practicable date, the registration under the Securities Act and under the applicable state securities laws of:
 - (i) the Shares that the Company has been so requested to register by the Demand Requesting Holder(s) in the Demand Notice;
 - (ii) all other Shares of the same class or series as those requested to be registered by the Demand Requesting Holder(s) that the Company has been requested to register by the Demand Eligible Holders by written request (the “**Demand Eligible Holder Request**”) given to the Company within twenty (20) days following the receipt of such Demand Notice; and
 - (iii) any Shares to be offered and sold by the Company;in each case subject to Clause 12.1(f) (*Demand Registration*), to permit the disposition (in accordance with the intended methods of disposition) of the Shares to be so registered.
- (c) The Company shall not be obligated to effect more than three (3) Demand Registrations.
- (d) The Company shall use its reasonable best efforts to have the Demand Registration Statement declared effective by the Commission and, for the lesser of (i) the period of

time necessary for the underwriters or applicable Investors to sell all of the Shares covered by such Demand Registration Statement and (ii) 180 days (the “**Effectiveness Period**”), to keep the Demand Registration Statement continuously effective (including by filing with the Commission a post-effective amendment or a supplement to the Demand Registration Statement or the related prospectus or any document incorporated therein by reference or by filing any other required document or otherwise supplementing or amending the Demand Registration Statement, in each case, if required by the rules, regulations, or instructions applicable to the registration form used by the Company for such Demand Registration Statement or by the Securities Act, any state securities or “blue sky” laws, or any other rules and regulations thereunder or if otherwise necessary).

- (e) A Demand Registration requested pursuant to this Clause 12 (*Registration Rights*) shall not be deemed to have been effected:
- (i) if the Demand Registration Statement is withdrawn without becoming effective;
 - (ii) if the Demand Registration Statement has not been declared effective or does not remain effective in compliance with the provisions of the Securities Act and the applicable laws of any state or other jurisdiction applicable to the disposition of the Shares covered by such Demand Registration Statement for the Effectiveness Period;
 - (iii) if, after it has become effective, such Demand Registration Statement is subject to any stop order, injunction, or other order or requirement of the Commission or other governmental or regulatory agency or court for any reason other than a violation of applicable law solely by any Selling Investor and has not thereafter become effective;
 - (iv) in the event of an underwritten offering, if the conditions to closing specified in the underwriting agreement entered into in connection with such registration are not satisfied or waived other than by reason of wrongful act or omission by a Selling Investor; or
 - (v) if the Company does not include in the applicable Demand Registration Statement any Shares held by an Investor that are required by the terms hereof to be included in such Demand Registration Statement.
- (f) If Demand Requesting Holder(s) intend to distribute the Shares covered by a Demand Registration by means of an underwritten offering and the managing underwriters of such underwritten offering advise the Company that, in their reasonable view, the number of Shares proposed to be included in such offering (including Shares requested by Investors to be included in such offering and any Shares that the Company or any other person proposes to be included) exceeds the number of Shares that can be sold in such underwritten offering or the number of Shares proposed to be included in such Demand Registration would adversely affect the price per Share proposed to be sold in such underwritten offering (in either situation, the “**Maximum Demand Offering Size**”), then the Company shall so advise the Demand Requesting Holder(s) and the Demand Eligible Holders with Shares requested to be included in such underwritten offering, and shall include in such offering the number of Shares that can be so sold in the following order of priority, up to the Maximum Demand Offering Size: (i) *first*, the Shares requested to be included in such underwritten offering by the Demand Requesting Holder(s) and the Demand Eligible Holders, allocated, if necessary for the offering not to exceed the Maximum Demand Offering Size, *pro rata* among the Demand Requesting Holders and Demand Eligible Holders on the basis of the number of Shares requested to be included therein by each such

Investor, up to the Maximum Demand Offering Size; (ii) *second*, any securities proposed to be registered by the Company; and (iii) *third*, other Shares requested to be included in such underwritten offering to the extent permitted hereunder, allocated, if necessary for the offering not to exceed the Maximum Demand Offering Size, *pro rata* among the respective holders of such other Shares on the basis of the number of Shares requested to be included therein by each such holder.

- (g) The determination of whether any offering of Shares pursuant to a Demand Registration will be an underwritten offering shall be made in the sole discretion of Demand Requesting Holders included in such underwritten offering, and such Demand Requesting Holders shall have the right to (i) determine the plan of distribution, including the price at which the Shares are to be sold and the underwriting commissions, discounts and fees, and (ii) select the investment banker(s) and manager(s) to administer the offering (which shall consist of one or more reputable nationally recognized investment banks reasonably satisfactory to the Company) and one firm of counsel to represent all of the Investors (along with any reasonably necessary local counsel), in connection with such Demand Registration; provided (A) that the Company shall select such investment banker(s) and manager(s) if the Demand Requesting Holders cannot so agree by a majority (by reference to Shares to be included in the Demand Registration) on the same within a reasonable time period and (B) that the Company shall not be obligated to effect any such underwritten offering if the aggregate proceeds expected to be received from the sale of the Shares requested to be sold in such Demand Registration, in the good faith judgment of the managing underwriter(s), is less than \$75,000,000 or its equivalent.
- (h) Any Investor whose Shares were to be included in any such registration pursuant to this Clause 12 (*Registration Rights*) may elect to withdraw any or all of its Shares therefrom, without liability to any of the other Investors and without prejudice to the rights of any such Investor to include Shares in any future registration (or registrations), by written notice to the Company delivered sufficiently prior to the effective date of the relevant Demand Registration Statement.

12.2 Piggyback Registration

- (a) If the Company proposes to file a registration statement for an offering (or to conduct an underwritten offering pursuant to such registration statement) of Shares for cash (including an IPO, but excluding an offering relating solely to an employee benefit plan or an offering relating to a transaction on Form F-4, Form S-4 or Form S-8 or a rights offering) (a “**Piggyback Registration Statement**”), the Company shall give prompt written notice (the “**Piggyback Notice**”) to each Material Investor (collectively, the “**Piggyback Eligible Holders**”) of the Company’s intention to file a Piggyback Registration Statement reasonably in advance of (and in any event at least ten (10) Business Days before) the anticipated filing date of such Piggyback Registration Statement (or, if applicable, the anticipated launch date of such offering). The Piggyback Notice shall offer the Piggyback Eligible Holders the opportunity to include for registration in such Piggyback Registration Statement the number of Shares of the same class and series as those proposed to be registered as they may request, subject to Clause 12.2(b) (*Piggyback Registration*) (a “**Piggyback Registration**”). Subject to Clause 12.2(b) (*Piggyback Registration*), the Company shall use its reasonable best efforts to include in each such Piggyback Registration such Shares for which the Company has received written requests (each, a “**Piggyback Request**”) from Piggyback Eligible Holders within five (5) Business Days after giving the Piggyback Notice. If a Piggyback Eligible Holder decides not to include any or all of its Shares in any Piggyback Registration Statement thereafter filed by the Company, such Piggyback Eligible Holder shall nevertheless continue to have the right to include any Shares in any subsequent Piggyback Registration

Statements or Demand Registration Statements, all upon the terms and conditions set forth herein. The Company shall use its reasonable best efforts to effect the registration under the Securities Act of all Shares which the Company has been so requested to register pursuant to the Piggyback Requests, to the extent required to permit the disposition of the Shares so requested to be registered.

- (b) If the Piggyback Registration under which the Company gives notice pursuant to Clause 12.2(a) (*Piggyback Registration*) is an underwritten offering, and the managing underwriter or managing underwriters of such offering advise the Company and the Piggyback Eligible Holders that, in their reasonable view, the amount of securities requested to be included in such registration (including Shares requested by the Piggyback Eligible Holders to be included in such offering and any Shares that the Company or any other person proposes to be included) exceeds the number of Shares that can be sold in such underwritten offering or the number of Shares proposed to be included in such Piggyback Registration would adversely affect the price per Share proposed to be sold in such underwritten offering (in either situation, the “**Maximum Piggyback Offering Size**”) (which, for the purposes of a Piggyback Registration shall be within a price range acceptable to the Company), then the Company shall so advise all Piggyback Eligible Holders with Shares requested to be included in such Piggyback Registration, and shall include in such offering the number which can be so sold in the following order of priority, up to the Maximum Piggyback Offering Size: (i) *first*, the securities that the Company proposes to sell up to the Maximum Piggyback Offering Size; (ii) *second*, the Shares requested to be included in such Piggyback Registration, allocated, if necessary for the offering not to exceed the Maximum Piggyback Offering Size, *pro rata* among the Piggyback Eligible Holders on the basis of the number of Shares requested to be included therein by each such Piggyback Eligible Holder, up to the Maximum Piggyback Offering Size; and (iii) *third*, other Shares requested to be included in such Piggyback Registration, allocated, if necessary for the offering not to exceed the Maximum Piggyback Offering Size, *pro rata* among the holders thereof on the basis of the number of Shares requested to be included therein by each such holder. All Piggyback Eligible Holders requesting to be included in the Piggyback Registration must sell their Shares to the underwriters selected as provided in Clause 12.2(d) (*Piggyback Registration*) on the same terms and conditions as apply to the Company if such underwritten offering is consummated.
- (c) The Company shall have the right to terminate or withdraw any registration initiated by it under this Clause 12.2 (*Piggyback Registration*) prior to the effective date of such Piggyback Registration Statement, whether or not any Piggyback Eligible Holder has elected to include Shares in such Piggyback Registration Statement, without prejudice, however, to the right of the Investors immediately to request that such registration be effected as a registration under Clause 12.1 (*Demand Registration*) to the extent permitted thereunder and subject to the terms set forth therein. The Company shall promptly give notice of the withdrawal or termination of any registration to each Piggyback Eligible Holder who has elected to participate in such registration. The Registration Expenses of such withdrawn or terminated registration shall be borne by the Company in accordance with Clause 26.2 (*Registration and Related Costs*) of this Agreement.
- (d) If a Piggyback Registration pursuant to this Clause 12.2 (*Piggyback Registration*) involves an underwritten offering, the Company shall have the right to (i) determine the plan of distribution, including the price at which the Shares are to be sold and the underwriting commissions, discounts, and fees, and (ii) select the investment banker or bankers and managers to administer the offering, including the lead managing underwriter or underwriters.

- (e) No registration effected under this Clause 12.2 (*Piggyback Registration*) shall relieve the Company of its obligations to effect any registration of the offer and sale of Shares upon request under Clause 12.1 (*Demand Registration*) (subject to compliance with any applicable covenants in any applicable underwriting agreement) and no registration effected pursuant to Clause 12.1 shall be deemed to have been effected pursuant to this Clause 12.2 (*Piggyback Registration*).

13. IPO

- 13.1 *Provided that* (a) an Exchange Listing has not been effected and (b) a proposed IPO has received the requisite Standard Investor Consent pursuant to Clause 9.1(b) (*Conduct of Business Undertakings*), all parties agree to take such action, and to procure that such action is taken, as is reasonably requested by the Board or the Principal Investors to achieve the proposed IPO, including agreeing and entering into (to the extent they are considered reasonably necessary or desirable by the underwriters or corporate finance advisers advising on the proposed IPO) any customary undertakings in relation to the retention, disposal or manner of disposal of their Shares (or securities received as consideration for their Shares) (known as “lock-ups”), *provided that* such undertakings shall be no less favourable to any Investor than those required of and granted by the Principal Investors.

14. Exit

- 14.1 *Provided that* the proposed Exit has received the requisite Investor Consent pursuant to the terms of this Agreement, all parties agree, subject to Clause 13 (*IPO*) in the case of a proposed IPO and to Clause 18 (*Transfers of Shares*) and Schedule 5 (*Tag-Along and Drag-Along Rights*) in the case of a qualifying Sale, to take such action, and to procure that such action is taken, as is reasonably requested by the Board or the Principal Investors to achieve the proposed Exit, in each case, subject to applicable Legal Requirements.

- 14.2 The parties acknowledge and agree that, on an Exit:

- (a) the Investors and the Investor Directors will not give any representations, warranties, undertakings, restrictive covenants, representations or indemnities in connection with the Group, except for a warranty to be given by each Investor (subject to Clause 36 (*Liability*)) as to the title to the Shares held by it and as to its capacity and authority to sell those Shares;
- (b) the liability of any Investor in connection with an Exit shall not exceed the proceeds received by such Investor in such Exit;
- (c) there shall be no arrangements or agreements in relation to the purchase price for an Exit or any other collateral benefit linked to the Exit, other than those set out in the principal transaction documents giving effect to the Exit, other than with prior Board approval.

- 14.3 The Company hereby agrees to notify the Principal Investors promptly if it receives any (i) bona fide offers or (ii) proposals or expressions of interest that could reasonably be expected to lead to a bona fide offer from any prospective buyer of any Group Company (or any part of the Group or its business) in connection with a potential Exit.

15. Reorganisation Transactions

- 15.1 With the approval of the Board, the Company or any member of the Group shall be permitted to take any actions which are necessary, appropriate or desirable (in light of tax, legal, regulatory or other professional advice received by the Principal Investors and/or the Group)

to effect a Reorganisation Transaction so as to optimise the Group's corporate structure for the purposes of:

- (a) the Exchange Listing;
- (b) an IPO that has received the requisite Standard Investor Consent pursuant to Clause 9.1(b) (*Conduct of Business Undertakings*);
- (c) another form of Exit that has received the requisite Investor Consent pursuant to the terms of this Agreement; or
- (d) a Refinancing;

in each case, to the extent permitted by applicable Legal Requirements.

15.2 Each Investor acknowledges and agrees that:

- (a) subject to Clause 15.3 (*Reorganisation Transactions*), it may receive any shares or other securities of any class issued by any Group Company, as determined by the Principal Investors holding a majority of the Ordinary Shares held by all Principal Investors, by way of a dividend or distribution in kind or in exchange for, or otherwise in replacement of, Shares (the "**Replacement Securities**") as part of any such Reorganisation Transaction (in which case, to the extent applicable, this Agreement shall apply to any New Holding Company as if references to the Company were references to such New Holding Company and the parties shall procure that any New Holding Company become party to this Agreement, amended as necessary); and
- (b) it shall enter into any documentation, provide any consents and exercise its voting rights (as a Security Holder or otherwise) as are required to give effect to the Reorganisation Transaction,

in each case, *provided that*:

- (i) the Reorganisation Transaction would not be materially and disproportionately adverse to the economic position of:
 - (A) any Principal Investor as compared to each other Principal Investor;
 - (B) any Material Investor (in such capacity) as compared to each other Material Investor; or
 - (C) any Other Equity Holder who is not a Material Investor as compared to each other Other Equity Holder who is not a Material Investor;
- (ii) the Reorganisation Transaction preserves the economic rights and does not dilute the voting rights of the affected Shares save for any *de minimis* effect solely relating to the Reorganisation Transaction; and
- (iii) no Investor shall be required to agree to any restrictive covenants or indemnities or incur any expenses that are not reimbursable by the Company in connection with a Reorganisation Transaction.

15.3 The number of Replacement Securities to be received by any Investor as a result of any Reorganisation Transaction will, to the extent such Replacement Securities have not been sold or otherwise disposed of by such Investor in accordance with this Agreement before or upon closing of such Reorganisation Transaction, reflect the fair market value of the investment, prior to such Reorganisation Transaction, of such Security Holder in any Shares that are exchanged as part of the Reorganisation Transaction.

16. Annual Budget and Business Plan

16.1 The Group shall use reasonable endeavours conduct its business at all times in accordance with the Business Plan and the Annual Budget.

16.2 The Company shall provide to the Principal Investors:

- (a) no later than December 15 of each year, a draft Annual Budget for the Group in respect of its next financial year; and
- (b) no later than March 31 of each year, an updated version of the Business Plan, updated to reflect the Annual Budget and forecasts for the Group for such year.

16.3 In accordance with Part 2 of Schedule 3 (*Conduct of Business*), the Company shall make any changes to such draft Annual Budget and/or Business Plan provided pursuant to Clause 16.2 (*Annual Budget and Business Plan*) as may be reasonably requested by Standard Investor Direction following consultation with the Board.

17. New Issues of Shares

17.1 Subject to Clause 17.3 (*New Issues of Shares*), if from time to time:

- (a) the Company proposes to issue any Shares in the capital of the Company (the “**Company Relevant Securities**”); or
- (b) any Group Company (other than the Company) proposes to issue any Shares in the capital of that Group Company to any person (other than (x) pro-rata to its then-current shareholders (including the Company or other Group Companies) or (y) only to the Company, to the relevant Group Company’s immediate parent (whether or not wholly-owned) or to any other wholly-owned Group Company) (the “**Group Company Relevant Securities**”),

(together the Company Relevant Securities and the Group Company Relevant Securities each being “**Relevant Securities**”), then the Company shall procure in each case of the foregoing clauses (a) and/or (b) that:

- (i) no such Relevant Securities will be so issued unless such issuance has been made pursuant to this Clause 17.1 (*New Issues of Shares*) and each Eligible Investor has first been given an opportunity which shall remain open for not less than ten (10) Business Days (such date as chosen being the “**End Date**”) to subscribe, at the same time and on the same terms (including the same price per Relevant Security), for his or its Relevant Entitlement;
- (ii) such opportunity shall be offered to each Eligible Investor in the form of a notice in writing from the Company (the “**New Issue Notice**”) which shall indicate the total number of Relevant Securities to be issued and their respective proportions, the Relevant Entitlement of each Eligible Investor and the subscription price of each Relevant Security;

- (iii) if and to the extent that an Eligible Investor wishes to subscribe for any or all of his or its Relevant Entitlement, that Eligible Investor shall give notice in writing to the Company on or before the End Date of (A) the number of Relevant Securities he or it wishes to subscribe for and (B) the maximum number of Relevant Securities for which he or it would be willing to subscribe in excess of his or its Relevant Entitlement (“**Excess Relevant Securities**”), failing which the Eligible Investor shall be deemed to have declined to subscribe for any of its Relevant Entitlement in connection with the New Issue Notice;
- (iv) within five (5) Business Days of the End Date, the Company shall give notice in writing to each Eligible Investor of:
 - (A) the number and price of the Relevant Securities for which that Eligible Investor has committed to subscribe; and
 - (B) the place and time (being no earlier than ten (10) Business Days following such notice) at which the subscription is to be completed and the account details for the electronic transfer of the required subscription price;
- (v) any Relevant Securities not subscribed for by Eligible Investors pursuant to Clause 17.1(b)(iv) (*New Issues of Shares*) (“**Additional Relevant Securities**”) shall be offered (as nearly as possible) by the Board to the Eligible Investors who have expressed an interest in acquiring Excess Relevant Securities, in the proportion that the maximum number of Excess Relevant Securities each has applied for bears to the aggregate number of Excess Relevant Securities applied for by all Eligible Investors, up to a maximum allocation of the number of Relevant Securities that it has applied for; and
- (vi) if, following the procedure set out in this Clause 17.1 (*New Issues of Shares*), there still remain any Relevant Securities for which Eligible Investors have either (A) not committed to subscribe or (B) failed to make a payment at the required time in connection with their commitment to subscribe for them, then such Relevant Securities may be allotted to such persons (who may or may not be existing shareholders in the Group Company) as the Board may nominate, *provided that* the terms of such allotment are the same as those previously offered to the Eligible Investors;
- (c) Any issue of Group Company Relevant Securities must be at all times (x) permitted by applicable laws and (y) not in breach of any relevant Group Company minority shareholder rights.

17.2 Any notice given by an Eligible Investor pursuant to this Clause 17 (*New Issues of Shares*) shall be irrevocable.

17.3 Clause 17.1 (*New Issues of Shares*) shall not apply and each Eligible Investor shall waive any rights of pre-emption (whether under statute, the Articles, this Agreement or otherwise) where:

- (a) the Company or Group Company, as applicable, issues any Shares in the capital of the Company or another Group Company to at least two (2) Principal Investors together holding a majority of the Ordinary Shares held by all Principal Investors where such issuance is made by the Company or another Group Company for the purposes of obtaining Emergency Funding (an “**Emergency Funding Issuance**”), *provided that*:
 - (i) following the Emergency Funding Issuance, each Eligible Investor is offered (in accordance with sub-paragraph (ii) below) the opportunity (but is not obliged) to subscribe for or acquire from the subscribing Principal Investor(s) (as the case may be) such Eligible Investor’s Relevant Entitlement of each class of Relevant Securities comprising the Emergency Funding Issuance (at the same price and on substantially the same terms as the subscribing Principal Investor(s) in the Emergency Funding Issuance); and
 - (ii) promptly (and in any event no later than five (5) Business Days) following such Emergency Funding Issuance, the Company shall notify each Eligible Investor in writing of its entitlement pursuant to sub-paragraph (i) of this Clause 17.3(a) (*New Issues of Shares*), specifying the number and class of Shares to which it is entitled to subscribe for or acquire from the subscribing Principal Investor(s) (as the case may be), the price per class of Share, and the time (being not less than five (5) Business Days after the date of such notice from the Company) within which the offer, if not accepted by notice in writing will be deemed to be declined.
- (b) any Group Company issues:
 - (i) any Shares to employees, officers, directors and managers pursuant to an equity incentive plan approved by the Board and Standard Investor Consent in accordance with the terms of this Agreement (and such other approvals that may be required under applicable Legal Requirements);
 - (ii) any Shares as consideration to a third party in connection with acquisitions from such third party of any shares, undertaking or business where such acquisition has been approved by the relevant Investor Consent in accordance with the terms of this Agreement (and such other approvals that may be required under applicable Legal Requirements);
 - (iii) any Shares in connection with an IPO or Reorganisation Transaction;
 - (iv) any Shares to a third party in connection with any Debt Finance arrangements of any member of the Group (subject to such Debt Finance having received Investor Consent in accordance with the terms of this Agreement);
 - (v) any Shares in connection with the exercise of options or convertible securities which have been issued in accordance with the terms of this Agreement or the Plan of Reorganization or the Equity Conversion and Commitment Agreement, including the issue of any Shares by the Company in order to satisfy exercise of any Warrants;
 - (vi) any Ordinary Shares to any Electing General Unsecured Claimholder in exchange for, and in satisfaction of discharge of, such Electing General Unsecured Claimholder’s General Unsecured Avianca Claims pursuant to the Plan of Reorganization, *provided that* each such Electing General Unsecured

Claimholder executes a Deed of Adherence in accordance with Clause 21 (*Deed of Adherence*);

- (vii) any Warrants to any Electing General Unsecured Claimholder in exchange for, and in satisfaction and discharge of, such Electing General Unsecured Claimholder's General Unsecured Avianca Claims pursuant to the Plan of Reorganization; or
- (viii) any additional United Warrants to United pursuant to the terms of this Agreement.

(c) the Company issues Ordinary Shares pursuant to the ECCA Second Amendment.

17.4 Notwithstanding anything in this Agreement to the contrary, except to the extent required or provided for under the Plan of Reorganization, the Company shall not issue any Shares:

- (a) prior to the occurrence of the Exchange Listing, to the extent such issuance would subject the Company to any Legal Requirement to register or list its Shares on any global exchange; or
- (b) without Standard Investor Consent, to a Competitor.

17.5 The parties agree that the Company shall be entitled to amend and update the Share Capital Table at any time to take account of any issuance of Shares that is permitted by and made in accordance with this provisions of this Clause 17 (*New Issues of Shares*).

17.6 Notwithstanding anything in this Agreement to the contrary, each Eligible Investor desiring to participate in any issuance of Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*) shall acknowledge and confirm that:

- (a) (i) the Relevant Securities have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act, and (ii) there is no existing public or other market for the Relevant Securities;
- (b) (i) it is an accredited investor within the meaning of Rule 501(a) under the Securities Act, or (ii) it is not a U.S. Person within the meaning of Rule 902(k) under the Securities Act, and, if in the United Kingdom, is (a) a person who has professional experience in matters relating to investments falling within article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005; or (b) a high net worth entity or other person falling within article 49(2)(a) to (d) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 and/or is otherwise a person to whom an invitation or inducement to engage in investment activity within the meaning of section 21 of the Financial Services and Markets Act 2000 in connection with the issue or sale of the Relevant Securities may be lawfully communicated or caused to be communicated;
- (c) (i) either alone or together with its Representatives, it has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Relevant Securities and has so evaluated the merits and risks of such investment; (ii) it is able to bear the economic risks of such investment in the Relevant Securities; (iii) it has conducted its own independent evaluation, made its own analysis and consulted with advisors as it has deemed necessary, prudent or advisable in order to make its own determination and decision to acquire the Relevant Securities; and (iv) it has adequate

information to evaluate the Relevant Securities and has had the opportunity to discuss such information with its advisors;

- (d) it is acquiring the Relevant Securities for its own account (or for accounts over which it exercises investment authority), for investment and not with a view to the public resale or distribution thereof in violation of any securities law; and
- (e) it is a “qualified investor” as such term is defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council as adopted by the UK Withdrawal Act.

17.7 In the event any issuance of Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*) would constitute a Down-Round Ordinary Share Issuance in which the Eligible Warrantholders are entitled to participate pursuant to Clauses 9.2, 9.3 and 9.4 of the Electing General Unsecured Claimholder Warrant Instrument, each reference in this Clause 17 (*New Issue of Shares*) to an Eligible Investor, other than each reference in subclause (v) of Clause 17.1 (other than the first reference therein) or as it relates to limb (B) of subclause (iii) of Clause 17.1, shall be deemed to include a reference to an Eligible Warrantholder and the provisions of this Clause 17 (*New Issues of Shares*) shall apply *mutatis mutandis* in respect of each Eligible Warrantholder; *provided* that in the event of an inconsistency or conflict between the provisions of this Clause 17 (*New Issues of Shares*) and Clauses 9.2, 9.3 and 9.4 of the Electing General Unsecured Claimholder Warrant Instrument, the provisions of this Clause 17 (*New Issues of Shares*) shall prevail.

17.8 In the event of any issuance of Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*), then, for so long as there are unexercised United Warrants outstanding, United shall have the right to subscribe, at the same time and on substantially the same subscription terms (including the same price per Relevant Security) and receive, warrants to purchase such number of the Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*) as is equal to its Relevant Entitlement, *provided that* such warrants shall have substantially the same terms and conditions as those set forth in the United Warrant Instrument (including as to exercise price, exercise and dividends), and such warrants shall be deemed additional “United Warrants”.

18. Transfers of Shares

18.1 Each certificate, instrument or book entry representing the Shares and any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalisation, merger, consolidation or similar event shall be notated with one or more legends in substantially the following form or such other form as may be approved from time to time by the Board:

- (a) For Shares issued pursuant to Section 1145 of the U.S. Bankruptcy Code:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ISSUED PURSUANT TO SECTION 1145 OF THE U.S. BANKRUPTCY CODE THAT PROVIDES AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT OF 1933.

- (b) For Shares issued without registration under the Securities Act (other than Shares described in Clause 18.1(a)):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933. SUCH SECURITIES MAY NOT BE SOLD, PLEDGED OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

- (c) For all Shares:

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF ONLY IN ACCORDANCE WITH THE TERMS OF THAT CERTAIN INVESTMENT AGREEMENT OF AVIANCA GROUP INTERNATIONAL LIMITED (THE “COMPANY”), DATED AS OF DECEMBER __ 2021 (AS THE SAME MAY BE AMENDED, RESTATED OR MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS), A COPY OF WHICH IS ON FILE AND MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE COMPANY.

18.2 Except to the extent required or provided for under the Plan of Reorganization, no party to this Agreement shall Transfer any Shares:

- (a) unless such Transfer is required or permitted pursuant to, and in each case carried out in accordance with, the provisions of this Agreement; or
- (b) in the event of any Transfer occurring prior to the occurrence of the Exchange Listing, to the extent such Transfer would subject the Company to any Legal Requirement to register or list its Shares on any global exchange.

18.3 Each Investor may freely Transfer legal and/or beneficial title to Shares:

- (a) to any of its Investor Affiliates, *provided that* such transferee executes a Deed of Adherence and undertakes that if it ever ceases to be an Investor Affiliate, then it will immediately transfer its Shares back to the Investor that was the transferor of such Shares or another Investor Affiliate of that Investor;
- (b) in the case of members of the Kingsland Group, to other members of the Kingsland Group and their respective Investor Affiliates; *provided that* if such transferee is not a party to this Agreement such party executes a Deed of Adherence and undertakes that if it ever ceases to be a member of the Kingsland Group or an Investor Affiliate of a member of the Kingsland Group, then it will immediately transfer its Shares back to the Investor that was the transferor of such Shares or another Investor Affiliate of that Investor;
- (c) where an Investor is an individual, to a Family Transferee, *provided that* such transferee:
 - (i) executes a Deed of Adherence and undertakes that it shall immediately transfer such Shares back to the relevant Investor (being the “**Original Holder**”) if it ever ceases to be a Family Transferee of such Investor (including, for the avoidance of doubt, if an Investor’s spouse or civil partner becomes estranged or they are legally separated); and
 - (ii) (A) satisfies any Principal Investor’s requirements for KYC information; (B) undertakes (in a form reasonably acceptable to the Principal Investors) to exercise all voting rights attaching to such Shares and other rights pursuant to this Agreement and the other Transaction Documents in accordance with the directions of the relevant Investor who is its Original Holder; and (C) enters into any security arrangements as the Principal Investors may require (acting reasonably) prior to the Transfer taking place; or
- (d) as approved by the Board,
- (e) in the case of United, to any unaffiliated third party pursuant to Clause 5.2 of the United Warrant Instrument,

each a “**Permitted Transfer**”.

- 18.4 Each Investor hereby undertakes that it shall not Transfer or attempt to Transfer its Shares, unless pursuant to a Permitted Transfer or any other transfer which is expressly permitted under this Agreement or necessary to give effect to the provisions of this Agreement.
- 18.5 The parties agree that the Company shall be entitled to amend and update the Share Capital Table at any time to take account of any Transfer (including any buyback) of Shares permitted by this Clause 18 (*Transfers of Shares*) and each party hereby consents to such amendments. Each other party agrees to notify the Company in writing of any Transfer of Shares permitted by this Clause 18 (*Transfers of Shares*) in order to facilitate the updating of the Share Capital Table.
- 18.6 The Company shall not, and shall procure that each other Group Company shall not, register any Transfer which does not comply with the provisions of this Agreement and the Articles.
- 18.7 All Transfers of Shares other than a Permitted Transfer shall be subject to the terms of Clause 19 (*Right of First Refusal*) and Schedule 5 (*Tag-Along and Drag Along Rights*).
- 18.8 Notwithstanding the above, except pursuant to a Permitted Transfer, no Investor shall, without the consent of the Board, Transfer any Shares to a Competitor.
- 18.9 Each of the Investors irrevocably undertakes to attend or be represented at any general meeting, to exercise its voting rights attached to the Shares, unless such voting rights have been waived, and to vote in favour of any resolution each time as may be required, in favour of a Permitted Transfer and any other Transfer which is expressly permitted under and carried out in accordance with this Agreement or which is determined by the Board as being necessary to ensure compliance with Clauses 14 (*Exit*), 15 (*Reorganisation Transactions*) and 17 (*New Issues of Shares*).
- 18.10 Other than in respect of a Permitted Transfer, a Transfer pursuant to an IPO, a Reorganisation Transaction, a Winding Up, a Transfer which is one hundred per cent (100%) subscribed by other Investors pursuant to the right of first refusal set forth in Clause 19 (*Right of First Refusal*), or where a Drag-Along Notice has been served, if an Investor (each a “**Selling Investor**”) proposes to Transfer Ordinary Shares to a proposed transferee (“**Tag Transferee**”), in one transaction or a series of related transactions, which, if completed, would result in:
- (a) the Tag Transferee, together with its Investor Affiliates and any persons acting in concert with it (other than any person holding Shares as of the date of this Agreement) acquiring more than ten per cent (10%) of the Ordinary Shares then issued and outstanding (“**Principal Investor Tag Transfer**”), the Selling Investor(s) shall not complete such applicable Principal Investor Tag Transfer unless the Selling Investor(s) procure that each Principal Investor is offered the opportunity to Transfer to the Tag Transferee such portion of such Principal Investor’s Ordinary Shares as is equal to the proportion that the total number of Ordinary Shares proposed to be Transferred by the Selling Investor(s) in the Principal Investor Tag Transfer bears to the total number of Ordinary Shares held by the Selling Investor(s) in accordance with the provisions set out in Part 1 of Schedule 5 (*Tag-Along and Drag Along Rights*), and any agreement to effect a Principal Investor Tag Transfer must be conditional upon such an offer being made in accordance with, and the Selling Investor(s) and the Tag Transferee otherwise complying with, the provisions of Part 1 of Schedule 5 (*Tag-Along and Drag Along Rights*); and
 - (b) a Sale (“**Tag-Along Sale**”), the Selling Investor(s) shall not complete such applicable Tag-Along Sale unless it or they procure that each Investor is offered the opportunity to Transfer to the Tag Transferee all of its Shares in accordance with the provisions set out in Part 1 of Schedule 5 (*Tag-Along and Drag Along Rights*) and any agreement to effect a Tag-Along Sale must be conditional upon such an offer being

made in accordance with, and the Selling Investor(s) and the Tag Transferee otherwise complying with, the provisions of Part 1 of Schedule 5 (*Tag-Along and Drag Along Rights*).

18.11 If any Drag-Along Investor (the “**Drag Triggering Seller**”) proposes to make a Transfer of any Ordinary Shares representing at least fifty per cent (50%) of the then issued and outstanding Ordinary Shares to a third party (the “**Drag Transferee**”) or which Transfer would, upon its completion, result in a Sale (including through a sale or disposition of assets) (a “**Drag-Along Sale**”), such Drag-Along Investor shall have the right to require all other Investors (the “**Dragged Security Investors**”) to transfer to the Drag Transferee all of their respective Shares (the “**Drag-Along Securities**”) in accordance with the provisions of Part 2 of Schedule 5 (*Tag-Along and Drag Along Rights*), except that the provisions of Part 2 of Schedule 5 (*Tag-Along and Drag Along Rights*) shall not apply if the proposed Transfer is:

- (a) a Permitted Transfer;
- (b) to another Investor; or
- (c) in connection with an IPO.

19. Right of First Refusal

19.1 If an Investor (a “**Transferring Investor**”) wishes to Transfer its Shares to a person (other than as a Permitted Transfer), then prior to making such Transfer, the Transferring Investor must give notice in writing to the Company (the “**ROFR Notice**”) of the terms agreed, including:

- (a) the number of Shares which the Transferring Investor wishes to Transfer (“**ROFR Shares**”);
- (b) the name of the person to which the Transferring Investor wishes to Transfer the ROFR Shares (which, for the avoidance of doubt, may be an existing Investor) (the “**Proposed Transferee**”); and
- (c) the price and terms at which the Transferring Investor wishes to Transfer the ROFR Shares to the Proposed Transferee, together with a representation that the price and terms are arm’s length and that the Proposed Transferee has made a binding (but conditional) offer to acquire the ROFR Shares from the Transferring Investor.

19.2 The ROFR Notice shall constitute an irrevocable offer to sell the ROFR Shares (the “**ROFR Offer**”) on a pro rata basis to the Principal Investors (other than the Transferring Investor or the Proposed Transferee, if applicable) (the “**Non-Transferring Investors**”). The Company shall, subject to Clause 19.3, provide the ROFR Notice to each Non-Transferring Investor within five (5) Business Days of receipt of the ROFR Notice.

19.3 Each ROFR Notice shall include an acknowledgement by the Transferring Investor that: (a) the Non-Transferring Investor may currently have, and later may come into possession of, information concerning the Company and the Shares that is not known to the Transferring Investor and that may be material to a decision to purchase the Shares (the “**Non-Transferring Investor Excluded Information**”); (b) the Transferring Investor has not requested the Non-Transferring Investor Excluded Information, and has agreed to proceed with the sale of the Shares hereunder without receiving the Non-Transferring Investor Excluded Information; and (c) none of the Company, the Non-Transferring Investor or any of their respective Representatives shall have any liability to the Transferring Investor with respect to the non-disclosure of the Non-Transferring Investor Excluded Information. In addition, any Non-Transferring Investor that elects to accept (in whole or in part) a ROFR Offer shall include in its written notice to the Transferring Investor and the Company that: (i)

the Transferring Investor may currently have, and later may come into possession of, information concerning the Company and the Shares that is not known to the Non-Transferring Investor and that may be material to a decision to purchase the Shares (the “**Transferring Investor Excluded Information**”); (ii) the Non-Transferring Investor has not requested the Transferring Investor Excluded Information, and has agreed to proceed with the assignment and transfer of the Shares hereunder without receiving the Transferring Investor Excluded Information; and (iii) none of the Company, the Transferring Investor or any of their respective Representatives shall have any liability to the Non-Transferring Investor with respect to the non-disclosure of the Transferring Investor Excluded Information. Each Transferring Investor and Non-Transferring Investor waives and releases any claims that it might have against the other party, the other party’s Investor Affiliates, the Company or any other member of the Group or any of their respective Representatives, whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Transferring Investor Excluded Information and Non-Transferring Investor Excluded Information (as applicable).

- 19.4** Each Non-Transferring Investor may (by providing written notice to the Transferring Investor and the Company) elect to accept or refuse (in each case, in whole or in part) a ROFR Offer in respect of its pro-rata entitlement within two (2) Business Days of such Non-Transferring Investor’s receipt of the ROFR Notice (the “**ROFR Expiry Date**”), and, at the point when such election is made, shall indicate whether it wishes to acquire any additional ROFR Shares in excess of its pro-rata entitlement should they become available. Any ROFR Offer refused (whether in whole or in part) by a Non-Transferring Investor shall be offered to the remaining Non-Transferring Investors who have accepted the ROFR Offer on a pro-rata basis, and thereafter be re-offered until such point that the number of ROFR Shares available exceeds the aggregate cumulative demand for such ROFR Shares by the Non-Transferring Investors.
- 19.5** If any ROFR Shares thereafter remain in the ownership of the Transferring Investor, the Transferring Investor shall be free to Transfer such ROFR Shares to the Proposed Transferee, *provided that*:
- (a) the price to be paid by the Proposed Transferee shall be at least the price included in the ROFR Notice;
 - (b) the Transfer of such ROFR Shares shall be completed within three (3) months after the ROFR Expiry Date; and
 - (c) if, upon expiry of such three (3) month period, the transfer has not been completed, the Transferring Investor must follow the same procedure set out in this Clause 19 (*Right of First Refusal*) if it intends to proceed with a Transfer of the ROFR Shares.
- 19.6** This Clause 19 (*Right of First Refusal*) will not apply to any Transfer of Shares:
- (a) pursuant to a Drag-Along Sale in respect of which a Drag-Along Notice has been served;
 - (b) that is a Permitted Transfer; or
 - (c) in relation to a Sale that has been approved by both:
 - (i) the Board; and
 - (ii) at least two (2) Principal Investors together holding a majority-in-interest of the issued and outstanding Ordinary Shares held by the Principal Investors; or
 - (d) pursuant to the Plan of Reorganization.

19.7 Notwithstanding anything herein to the contrary, for so long as there are unexercised United Warrants outstanding, United may elect to accept a ROFR Offer in respect of its pro-rata entitlement of any ROFR Shares (or any additional ROFR Shares in excess of its pro-rata entitlement should they become available) pursuant to the provisions of this Clause 19 (*Right of First Refusal*) applied *mutatis mutandis*; provided that, for purposes of calculating United's pro-rata entitlement in respect thereof, it shall be assumed that United has exercised all of its outstanding United Subscription Rights in full prior to such ROFR Offer and that United holds the Ordinary Shares issuable in connection with the exercise of such United Subscription Rights. If United makes such election, then United shall have the right and obligation to (a) pay to the Company, prior to the closing of the purchase of the ROFR Shares, the price per ROFR Share set forth in the ROFR Notice, and the Company shall, subject to applicable Legal Requirements, at the closing of the purchase of the ROFR Shares, exercise United's right to buy such ROFR Shares at the price per ROFR Share set forth in the ROFR Notice, and thereafter shall cancel such ROFR Shares and issue to United warrants to purchase the same number of Ordinary Shares, on substantially the same terms and conditions set forth in the United Warrant Instrument (including as to exercise price, exercise and dividends), and such warrants shall be deemed additional "United Warrants", (b) subject to and in a manner compliant with all applicable Legal Requirements, appoint an unaffiliated independent nominee to purchase the ROFR Shares, which nominee shall then be entitled to exercise the rights set forth in this Clause 19 (*Right of First Refusal*) otherwise applicable to United in respect of the ROFR Shares, or (c) subject to and in a manner compliant with all applicable Legal Requirements, Transfer its rights set forth in this Clause 19 (*Right of First Refusal*) to any Principal Investor. Subject to any such nominee or transferee executing a Deed of Adherence if required, the appointment of such nominee or the Transfer to such Principal Investor shall not be subject to any restrictions on transfer contained in this Agreement or in the Articles, and each Investor agrees to waive any pre-emption rights that it would otherwise have under this Agreement, the Articles or applicable law generally, and agrees to amend this Agreement or the Articles, as applicable, if required to give effect to this provision. If United elects to appoint a nominee to purchase the ROFR Shares pursuant to Clause 19.6(b) or to Transfer its rights to a Principal Investor pursuant to Clause 19.6(c), then such nominee or Principal Investor shall have the same rights in respect of the ROFR Shares as the other Investors, as applicable.

20. Investment

20.1 The parties hereby acknowledge and agree that an Investor and/or an Investor Affiliate may invest in numerous companies, some of which may be in competition with one or more members of the Group, in particular:

- (a) an Investor (and any Investor Affiliate) is permitted to have, and may presently or in the future have, investments or other business (which may be internally established or developed), commercial or strategic relationships, ventures, agreements, or other arrangements with entities other than any member of the Group that are engaged in the business of any member of the Group, or that are or may be competitive with any member of the Group (any such other business, venture, agreement, other arrangement, investment or commercial or strategic relationship, an "**Other Business**");
- (b) no Investor nor any Investor Affiliate will be prohibited or restricted from pursuing and engaging in any Other Business or any business conducted by such Investor or Investor Affiliate presently or from time to time hereafter or have any liability to any member of the Group or to any other Investor or Investor Affiliate by virtue of an Investor's investment in the Company,

- (c) no Investor nor any Investor Affiliate nor any Investor Director will be obligated to inform the Company nor any member of the Group nor any other Investor of any Company Opportunity or to present any Company Opportunity to the Company, any member of the Group or any Investor, and the Company hereby renounces any expectancy that a Company Opportunity will be offered to it. The Company and each Investor expressly waives, to the fullest extent permitted by applicable law, any rights to assert any claim that such involvement breaches any fiduciary or other duty or obligation owed to the Company or any Investor or to assert that such involvement constitutes a conflict of interest and agrees to fully indemnify and hold harmless each Investor and each Investor Director against any claims, liabilities, losses, costs, charges or expenses it, he or she may suffer as a result of the Company, any member of the Group or any other Investor bringing any such claims or asserting such rights; and
- (d) notwithstanding any other provision in this Agreement, nothing shall restrict an Investor's or an Investor Affiliate's ability to operate any Other Business.

20.2 Notwithstanding anything in this Agreement to the contrary but subject to any limitations imposed by applicable Legal Requirements:

- (a) the Company acknowledges that the Investors' and their respective affiliates' businesses may include the analysis of, and investment in, securities, instruments, businesses and assets, and the review of the Confidential Information given to the Investors will serve to give such Investors a deeper overall knowledge and understanding in a way that cannot be separated from such Investor's other knowledge, and accordingly, and without in any way limiting such Investor's or its affiliates' or Representatives' obligations under this Agreement or applicable Legal Requirements, the Company agrees that this Agreement shall not restrict an Investor's use of such overall knowledge and understanding solely for such Investor's own internal investment analysis purposes, including the purchase, sale, consideration of, and decisions related to, other investments; and
- (b) each Investor shall not be deemed to be misappropriating any Confidential Information, or violating any other duty or obligation to the Company or otherwise, if such Investor, either directly or for the account of other accounts it manages, engages in transactions in the securities or other financial instruments (such as bank debt, for example, but not tangible assets) of any issuer, while in possession of Confidential Information.

21. Deed of Adherence

- 21.1** Notwithstanding any other provision of this Agreement, unless this Agreement terminates in accordance with Clause 29.1(a) (*Duration*) or as approved by each Principal Investor, no person (including any Electing General Unsecured Claimholder) who is not a party to this Agreement shall be entitled to become a Transferee of any Shares, nor to have any Shares issued to it, nor to acquire any rights hereunder or be registered as the holder of any Shares, in each case unless such person signs, executes and delivers a fully valid and binding deed of adherence substantively in the form set out in Schedule 6 (*Deed of Adherence*) (or in such form as may be required by an Enhanced Investor Direction) (a "**Deed of Adherence**") *provided that* this provision shall not apply in the case of Transfers or issuances of Shares to another Group Company as part of a Reorganisation Transaction.
- 21.2** Each Other Equity Holder appointed as an Additional Principal Investor in accordance with Clause 3 (*Principal Investor Appointment*) shall execute a Principal Investor Deed of Adherence in accordance with that Clause 3 (*Principal Investor Appointment*).

- 21.3** The benefit of this Agreement shall extend to any person who acquires, or has issued to it, Shares in accordance with this Agreement and who enters into a Deed of Adherence (save that a Family Transferee shall not be permitted to enforce any rights under this Agreement and such rights shall be exercisable by the Family Transferee's relevant Investor in his absolute discretion), but without prejudice to the continuation *inter se* of the rights and obligations of the original parties to this Agreement and any other persons who have entered into such a Deed of Adherence.

22. Distribution Policy

- 22.1** Subject to the provisions of Clause 9 (*Conduct of Business (Investor Consents and Investor Directions)*), it is the intention of the parties that the Company shall make distributions to the holders of Ordinary Shares or other Shares at such times and in such amounts as determined from time to time by the Board, subject to:
- (a) compliance with the terms of the Financing Documents; and
 - (b) compliance with applicable Legal Requirements.

23. Rights of Inspection

- 23.1** If, at any time:
- (a) the Company shall be in breach of any of its obligations under Clause 9 (*Conduct of Business (Investor Consents and Investor Directions)*), Clause 10 (*Provision of Information*), Clause 16 (*Annual Budget and Business Plan*) or Schedule 4 (*Information Rights*);
 - (b) any information provided pursuant to the provisions referred to in paragraph (a) above contains a manifest error or is inconsistent; or
 - (c) any information provided pursuant to the provisions referred to in paragraph (a) above or which otherwise comes to the attention of any of the Investors contains evidence of (or provides reasonable grounds for the suspicion of) fraud, bribery, corruption, misrepresentation or any other activity which is illegal or might otherwise damage the business or reputation of the Group or the Investors,

then, without prejudice to any other rights which the Investors may have in respect of any such breach, any Principal Investor shall be entitled (by Standard Investor Direction and at the cost of the Company) to instruct the Group's professional advisers to provide the requisite information and/or to appoint one or more firms of professional advisers to obtain, prepare and deliver to them any documents or information that the Company has failed to obtain, prepare or deliver or which the Investors may request in respect of the relevant information, matter or activity.

- 23.2** For the purpose set out in Clause 23.1 (*Rights of Inspection*), the Company shall (and shall procure that each other Group Company shall) promptly make available all its books and records to the Principal Investor and/or such firm(s) of professional advisers appointed by the relevant Principal Investor, each of whom shall be entitled without further authority to enter into and remain on any Group Company's premises for the purpose of, or in connection with, preparing such items.

24. Announcements

- 24.1** No party shall (without Enhanced Investor Consent) issue any press release, issue any public document or make any public statement or otherwise make any disclosure to any person who

is not a party to this Agreement, before or after the Emergence Date, relating to any of the matters provided for or referred to in this Agreement or any ancillary matter.

- 24.2** This Clause 24 (*Announcements*) shall not apply to any announcement or disclosure required by Legal Requirements or by any competent judicial or regulatory authority or by any recognised investment or securities exchange (in which case the parties shall cooperate, in good faith, in order to agree on the content of any such announcement, so far as practicable, prior to its being made; *provided* that no Group Company shall be subject to the obligations set forth in this parenthetical, except with respect to each Principal Investor) or which is permitted under Clause 25.1 (*Confidentiality*).

25. Confidentiality

- 25.1** Notwithstanding any other provision of this Agreement each Principal Investor shall be entitled at all times to consult freely about the Group and its affairs with, and to disclose Confidential Information and the contents of the Transaction Documents (and any ancillary documents related thereto) to:

- (a) its Representatives and its Investor Affiliates; and
- (b) (i) any Investor Affiliate of a Principal Investor and its Representatives; (ii) any other Investors and their respective Investor Affiliates and Representatives; (iii) any investor in the Group or any other person on whose behalf it is investing in the Group or any proposed investor in funds managed or to be managed by the Principal Investors or an Investor Affiliate of the Principal Investors (or with or to any of its or their Representatives),

subject in each case of the foregoing clauses (a) and (b) to (i) such recipient being bound by a professional or contractual duty of confidentiality to keep the Confidential Information and relevant Transaction Documents (and any ancillary documents related thereto) confidential and (ii) such Principal Investor making any such recipient aware of the confidential nature of the Confidential Information and relevant Transaction Documents (and any ancillary documents related thereto) and using reasonable endeavours to procure such recipients' compliance with the confidentiality obligations herein.

- 25.2** In addition and notwithstanding any other provision of this Agreement, each Principal Investor shall be entitled to disclose Confidential Information and the contents of the Transaction Documents (and any ancillary documents related thereto) to:

- (a) any proposed purchaser, underwriter, sponsor or broker and their respective Representatives, for the purposes of facilitating either a Transfer of Shares, a disposal of assets of any member of the Group, an issuance of Shares, a Refinancing, a Reorganisation Transaction or an Exit; or
- (b) any Permitted Finance Disclosee,

subject in each case of the foregoing clauses (a) and (b) to such Principal Investor:

- (i) (A) obtaining a written undertaking from such recipient to treat the Confidential Information and relevant Transaction Documents (and any ancillary documents related thereto) on the same terms, in all material respects, as to this Clause 25 (*Confidentiality*), such written undertaking (x) making the Company a beneficiary, and (y) including a confirmation that the recipient is directly liable to the Company for any breach of the confidentiality obligations contained in that undertaking and (B) providing a copy of such written undertaking to the Company; or

- (ii) remaining liable for any breach of the confidentiality obligations set forth in this Clause 25 (*Confidentiality*) by any such recipient.

25.3 Notwithstanding any other provision of this Agreement, each Material Investor shall be entitled to disclose Confidential Information and the contents of the Transaction Documents (and any ancillary documents related thereto) to:

- (a) its Representatives and its Investor Affiliates subject in each case to (i) such recipient being bound by a professional or contractual duty of confidentiality to keep the Confidential Information and relevant Transaction Documents (and any ancillary documents related thereto) confidential and (ii) such Material Investor making any such recipient aware of the confidential nature of the Confidential Information and relevant Transaction Documents (and any ancillary documents related thereto) and using reasonable endeavours to procure such recipients' compliance with the confidentiality obligations herein; and
- (b) to its Permitted Finance Disclosees subject to such Material Investor:
 - (i) (a) obtaining a written undertaking from such recipient to treat the Confidential Information and relevant Transaction Documents (and any ancillary documents related thereto) on the same terms, in all material respects, as to this Clause 25 (*Confidentiality*), such written undertaking (x) making the Company a beneficiary, and (y) including a confirmation that the recipient is directly liable to the Company for any breach of the confidentiality obligations contained in that undertaking and (b) providing a copy of such written undertaking to the Company; or
 - (ii) remaining liable for any breach of the confidentiality obligations set forth in this Clause 25 (*Confidentiality*) by any such recipient.

25.4 The Company (for itself and on behalf of each other Group Company) agrees with the Investors who, for these purposes, shall also act as trustees for the persons to whom Confidential Information may be disclosed under Clause 25.1 or Clause 25.3 to waive any claim for breach of confidence in respect of any disclosure of Confidential Information made by the Investors in compliance with Clause 25.1 to Clause 25.3, as applicable, and Clause 25.5

25.5 Subject to Clause 25.1 to Clause 25.3, each recipient of Confidential Information shall in all respects keep confidential, and not at any time disclose, make known in any other way, or use for his own or any other person's benefit or to the detriment of any Group Company, any Confidential Information, *provided that*:

- (a) such obligation shall not apply to information which has come into the public domain (other than through a breach by any party of this Agreement);
- (b) any party shall be entitled at all times to disclose such information as may be required by (or to procure compliance with) applicable law or by any competent judicial or regulatory authority or by any recognised stock exchange or for tax purposes (*provided that*, so far as practicable and legally permissible, the disclosing party shall consult with the other parties prior to making such disclosure); and
- (c) nothing contained in this Clause 25.5 shall prevent any employee or officer of any Group Company from disclosing information in the proper performance of his duties as an employee or officer of such Group Company.

26. Fees, Costs and Expenses

26.1 Monitoring Fees and Director/Chairman/Observer Fees and Expenses

- (a) Each Investor Director (whether or not an employee, officer, director or member of the Principal Investor who appointed him, or of any Investor Affiliate of such Principal Investor) shall be entitled to a fee per annum plus all reasonable out of pocket expenses properly incurred by him in connection with the performance of his duties as a director (together with VAT thereon where appropriate), such fee to be determined by the Board and paid to such person, and in such manner, as is agreed between the Board and the relevant Investor Director; *provided that* in each case if any such person does not occupy his position as a director for a full year he shall only receive that proportion of his annual fee which corresponds with the proportion of the year for which he actually occupied his position.
- (b) The CEO and the Independent Directors and any other directors appointed to the Board or the board of any other Group Company who are not Investor Directors shall be entitled to a market rate of remuneration as shall be determined by the Board (or a duly constituted Committee thereof), plus all reasonable out of pocket expenses properly incurred by him in connection with the performance of his duties.
- (c) Any Observer shall be entitled to reimbursement by the relevant Group Company for all reasonable out of pocket expenses properly incurred by him in attending and preparing for any meetings at which he is present.
- (d) Any payment due under this Clause 26 (*Fees, Costs and Expenses*) shall be paid subject to, and paid net of, any deduction or withholding required by law.

26.2 Registration and Related Costs

- (a) The Company shall bear (i) all expenses incurred by the Company and (ii) the reasonable fees and disbursements of one counsel (along with any reasonably necessary local counsel) representing the Investors (as mutually agreed by the Investors holding more than fifty per cent (50%) of the Shares participating in the relevant Demand Registration or Piggyback Registration), in each case, that are incurred in connection with the Company's or the Investors' performance of or compliance with their respective obligations under this Agreement to the extent related to any Demand Registration or Piggyback Registration or otherwise to the extent incurred in connection with any Demand Registration or Piggyback Registration, whether or not any Shares are sold pursuant to a Demand Registration Statement or Piggyback Registration Statement (the "**Registration Expenses**").
- (b) The Company shall be responsible for (i) all of its expenses to the extent incurred by the Company and (ii) the reasonable fees and disbursements of one counsel (along with any reasonably necessary local counsel) representing the Investors (as mutually agreed by the Investors holding more than fifty per cent (50%) of the Shares participating in the relevant sale or other disposition of Shares), in each case, that are incurred in connection with the consummation of any sale or other disposition of any Shares by the Company and in respect of which proceeds are received by the Company (including expenses payable to third parties and including all salaries and expenses of the Company's officers and employees performing legal or accounting duties), the expense of any annual audit of the Company and any underwriting fees, discounts, selling commissions, and stock transfer taxes and related legal and other fees, in each case, to the extent applicable to any sale or other disposition of Shares by the Company and in respect of which proceeds are received by the Company.

- (c) Each Investor shall pay any commissions applicable to the sale or disposition of such Investors' Shares pursuant to any Demand Registration Statement or Piggyback Registration Statement, in proportion to the amount of such Selling Investor's Shares sold or otherwise disposed of under such Demand Registration Statement or Piggyback Registration Statement.

26.3 Exit/Refinancing Costs

- (a) The relevant Group Company shall pay:
 - (i) all fees, costs and expenses incurred by a Group Company in connection with any Exit, Refinancing or Reorganisation Transaction (including advisers' fees); and
 - (ii) the reasonable fees and disbursements of one counsel (along with any reasonably necessary local counsel) representing the Investors (as mutually agreed by the Investors holding more than fifty per cent (50%) of the Shares involved in the relevant Exit, Refinancing or Reorganisation Transaction), to the extent incurred in connection with such Exit, Refinancing or Reorganisation Transaction,

in each case to the extent permissible under applicable law.

- (b) If such Group Company is prohibited by applicable law from paying all such fees, costs and expenses, or if the payment of any such fees, costs and expenses would result in adverse legal or tax consequences for the Group Company as determined by the Board, then the Security Holders shall procure that such fees, costs and expenses are deducted from the aggregate consideration received prior to any funds being paid to Security Holders, and will be borne by each of the Security Holders in the same proportions as the proceeds received by them in connection with the Exit or Refinancing (as applicable).

27. Voting Undertaking and Power of Attorney

27.1 Voting Undertaking

- (a) Each of the Investors undertakes, to the extent necessary, to do any act or action (including the execution of any proxy), to satisfy any reasonable requirements that the Company may have for the purposes of any reasonable "know your customer" requirements applicable in England and Wales and to vote in favour of any resolution:
 - (i) to approve the conversion or re-registration of the Company into an appropriate legal form in the case of an IPO that has received the requisite Standard Investor Consent pursuant to Clause 9.1(a) (*Conduct of Business Undertakings*);
 - (ii) to comply with its obligations and undertakings in this Agreement; and/or
 - (iii) to give effect to any provision of this Agreement and/or the other Transaction Documents.
- (b) Each party undertakes to cause any director that it appointed to vote in favour of any resolution in order to give full effect to any provision of this Agreement and/or the other Transaction Documents.

27.2 Power of Attorney

- (a) Each Investor hereby, in order to fully secure the performance of its obligations under the Transaction Documents, irrevocably, unconditionally and severally appoints each of the Investor Directors (each an “**Attorney**”) to act at any time as its attorney with authority in its name and on its behalf (solely in the Investor’s capacity as such) and to take such actions and complete, execute and deliver, in the name and on behalf of such Investor (solely in the Investor’s capacity as such), any agreements or documents or to do such acts and things, in each case (i) which each Investor is (and only to the extent such Investor is) expressly required to do under the provisions of the Transaction Documents (including to make any demand upon or to give any notice or receipt to any other person) and (ii) which such Investor fails to do so within the period stipulated in the relevant provision of the Transaction Document; *provided that* no Attorney shall be entitled to:
 - (i) provide any indemnity;
 - (ii) provide any guarantee; or
 - (iii) incur any payment obligations on behalf of such Investor.
- (b) The Board shall provide the Investor copies of any agreement, instrument, certificate or other document that is signed by the Attorney as attorney-in-fact for the Investor pursuant to the power of attorney set forth in this Clause 27.2 (*Power of Attorney*) within a commercially reasonable period after execution.
- (c) Each Investor hereby declares that the power of attorney granted by it under this Clause 27.2 (*Power of Attorney*) is irrevocable and unconditional, binds the successors and assignees of such grantor and is made as security interest to secure the interest of the parties, is conclusive and binding on it and that each and every act and thing done by the applicable Attorney pursuant to this Clause 27.2 (*Power of Attorney*) shall be good and effectual as if the same had been done by such Investor and such Investor hereby undertakes at all times hereafter to ratify and confirm whatsoever applicable Attorney shall lawfully do or cause to be done by virtue of the power of attorney.
- (d) Each Investor irrevocably and unconditionally undertakes at all times to indemnify and keep indemnified the applicable Attorney against all or any actions, proceedings, claims, costs, expenses and liabilities whatsoever arising from the exercise or purported exercise of the powers conferred or purported to be conferred by the power of attorney.
- (e) Each Investor declares that the power of attorney granted by it under this Clause 27.2 (*Power of Attorney*), having been given by him to the Attorney to secure the performance of its obligations under the Transaction Documents, shall be irrevocable in accordance with section 4 of the Powers of Attorney Act 1971.
- (f) The power of attorney granted by each Investor pursuant to this Clause 27.2 (*Power of Attorney*) shall expire at midnight on the date which is thirty (30) Business Days after the termination of this Agreement pursuant to Clause 29 (*Duration*) and shall be irrevocable until that time.

28. Relationship of Agreement to Transaction Documents

- 28.1** If there is any conflict between the provisions of this Agreement and any other Transaction Document (other than the Plan of Reorganization) then the provisions of this Agreement shall prevail.

28.2 If any such conflict should be identified, each of the Investors agrees and undertakes, if so requested by the Principal Investors, to exercise its voting rights and other rights as a director and/or Security Holder or in order to amend the relevant Transaction Document or articles of association of the relevant Group Company in order to eliminate the conflict by causing the relevant document to be amended so that it is consistent with this Agreement.

29. Duration

29.1 Without prejudice to the accrued rights of any party and save in respect of the Surviving Provisions (which shall survive the termination of this Agreement indefinitely):

- (a) this Agreement shall terminate on the earlier of (and contemporaneously with):
 - (i) the consummation of an Exchange Listing;
 - (ii) the consummation of an IPO;
 - (iii) the date of completion of an Exit; and
 - (iv) the date on which a Winding Up is concluded; and
- (b) subject to subparagraph (a), in respect of an Investor, when such Investor and its Investor Affiliates cease to hold any Shares, this Agreement shall terminate with respect to such Investor (and, if applicable, its Investor Affiliates) only (such that the terms of this Agreement may subsequently be varied without the consent of such former Investor); *provided that* such Investor and each of its Investor Affiliates (if applicable) shall have complied with his or its obligations under Clause 17.1 (*New Issues of Shares*) with respect to any Transfer of its Shares (and the relevant Transferee(s) shall have entered into a Deed of Adherence and, where applicable, a deed of accession to any intercreditor deed which forms part of the Financing Documents); *provided further* that no such termination of this Agreement with respect to such Investor shall relieve such Investor from any breach of or failure to comply with this Agreement prior to such termination.

29.2 The Company and each Investor agree that, in the event that this Agreement terminates as a result of an Exchange Listing or an IPO, the Company shall, and all Investors shall cooperate and procure that the Company shall, enter into such arrangements and agreements with each Principal Investor so as to preserve, in so far as is possible and to the extent lawful and reasonably practical in the context of a listed company on the relevant exchange, the benefits, rights and privileges each Principal Investor enjoyed prior to the Exchange Listing or IPO (as applicable) pursuant to this Agreement save that any benefits, rights and privileges held by each Principal Investor pursuant to Clause 9.1 (*Conduct of Business Undertakings*), Clause 17 (*New Issues of Shares*), Clause 18 (*Transfers of Shares*), Part 1 and Part 2 of Schedule 3 (*Conduct of Business*), Schedule 4 (*Information Rights*) and Schedule 5 (*Tag-Along and Drag-Along Rights*) shall not continue following an Exchange Listing or IPO.

30. Variations and Waivers

30.1 Variations

- (a) Subject to paragraphs (b), (c) and (d) of this Clause 30.1 (*Variations*), any alteration under or amendment of this Agreement, the constitutional documents of any Group Company (including the Articles) or any Warrant Instrument (the “**Key Transaction Documents**”), requires approval of a Holder Majority (and in the case of the constitutional documents of any Group Company, including the Articles, by any such

higher threshold required by applicable law); *provided that*, subject to applicable Legal Requirements, no such approval shall be required for:

- (i) any alteration or amendment which is solely to effect any alteration or amendment of this Agreement or any other Key Transaction Document which is minor, administrative or technical in nature;
 - (ii) any alteration or amendment solely to reflect the issue or Transfer of any Shares following the Emergence Date, *provided that* such Shares are issued or Transferred in accordance with this Agreement, any Warrant Instrument or the Plan of Reorganization;
- (i) and (ii) each a “**Permitted Amendment**”.
- (b) No alteration or amendment of any governance or organisational document of the Company or any other Group Company (including each Key Transaction Document) that adversely and materially affects a Principal Investor’s economic, governance or other material rights in the Company may be made or given without that Principal Investor’s consent.
 - (c) Subject to paragraph (b), no alteration or amendment of any governance or organisational document of the Company or any other Group Company (including each Key Transaction Document) may be made or given without Standard Investor Consent.
 - (d) No alteration or amendment of this Agreement shall be made pursuant to this Clause 30.1 (*Variations*) if such an alteration or amendment would be materially adverse to the rights of:
 - (i) where the alteration or amendment relates to a right that all Investors benefit from equally, any Investor in a manner disproportionate to the rights of any other Investor without the consent of each such disproportionately affected Investor;
 - (ii) any Principal Investor in a manner disproportionate to the rights of other Principal Investors without the consent of each such disproportionately affected Principal Investor;
 - (iii) any Material Investor (in such capacity) in a manner disproportionate to the rights of other Material Investors without the consent of each such disproportionately affected Material Investor;
 - (iv) any Other Equity Holder who is not a Material Investor in a manner disproportionate to the rights of Other Equity Holders who are not Material Investors without the consent of each such disproportionately affected Other Equity Holder; or
 - (v) where the alteration or amendment relates to a right specifically provided to a Material Investor (in such capacity) hereunder, the Material Investors (other than Material Investors who are Principal Investors) without the consent of the Material Investors (other than Material Investors who are Principal Investors) together holding Shares representing a majority of the issued and outstanding Ordinary Shares held by the Material Investors (other than Material Investors who are Principal Investors) at that time.
 - (e) Each party undertakes to pass any shareholder resolutions of the Company and to enter into such proxies, consents to short notice and other documentation and to waive any applicable rights which they have as is required to give full effect to any

alteration or amendment of any Key Transaction Document notified to it in accordance with Clause 30.1(a) (*Variations*).

- (f) No alteration or amendment of this Agreement shall be effective unless made in writing and signed by the Holding Companies and the Investors whose consents are required pursuant to clauses (a)-(d) above.

30.2 No Waiver

- (a) No failure or delay by any Investor or time or indulgence given in exercising any remedy or right under or in relation to this Agreement shall operate as a waiver of the same nor shall any single or partial exercise of any remedy or right preclude any further exercise of the same or the exercise of any other remedy or right.
- (b) No waiver by any party of any requirement of this Agreement, or of any remedy or right under this Agreement, shall have effect unless given in writing by such party. No waiver of any particular breach of the provisions of this Agreement shall operate as a waiver of any repetition of such breach.
- (c) Any waiver, release or compromise or any other arrangement of any kind whatsoever which an Investor gives or enters into with any other party in connection with this Agreement shall not affect any right or remedy of any Investor as regards any other parties or the liabilities of any other such parties under or in relation to this Agreement.

31. Entire Agreement

- 31.1** This Agreement and the other Transaction Documents together contain the entire agreement and understanding of the parties and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement and any such document.
- 31.2** Each of the parties acknowledges that it is entering into this Agreement without reliance on any undertaking or representation given by or on behalf of any other party to this Agreement, other than as expressly contained in this Agreement, and *provided that* nothing in this Clause 31.2 (*Entire Agreement*) shall exclude any liability of any party for fraud or fraudulent misrepresentation.
- 31.3** This Agreement shall not be construed as creating any partnership or agency relationship between any of the parties, except where this Agreement expressly so provides.
- 31.4** Without prejudice to any liability for fraud, fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Agreement are contained in this Agreement, and no party shall have any right to rescind this Agreement.

32. Assignment

- 32.1** Subject to Clause 32.2 (*Assignment*), Clause 17 (*New Issues of Shares*), Clause 18 (*Transfers of Shares*), and Schedule 5 (*Tag-Along and Drag-Along Rights*), no party shall be entitled to assign the benefit or burden of any provision of this Agreement (or any of the documents referred to herein) without Enhanced Investor Consent.
- 32.2** All or any of an Investor's rights under this Agreement may be assigned by that Investor to any third party to whom it Transfers Shares as permitted by and in accordance with this Agreement, any Investor Affiliate of that Investor or any bank or financial institution

providing finance to the Group and by any Investor Affiliate to another Investor Affiliate of the same Investor, *provided that* in the case of an assignment to an Investor Affiliate, if such assignee ceases to be an Investor Affiliate such rights are assigned to the Investor or another Investor Affiliate of that Investor.

- 32.3 No assignment of this Agreement shall operate to increase the liability of any of the parties under this Agreement.

33. Counterparts

This Agreement may be executed as two or more counterparts and execution by each of the parties of any one of such counterparts will constitute due execution of this Agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed.

34. Further Assurance

- 34.1 Each party shall observe and comply fully with the provisions of this Agreement and each of the Transaction Documents applicable to such party and undertakes to exercise his rights (whether in his capacity as an Investor, Security Holder, shareholder, director or employee (in each case as far as may be applicable)) to give full effect to the provisions of this Agreement including to pass any shareholder resolutions of the Company and to enter into such proxies, consents to short notice, waivers of pre-emption and other documentation and waive any applicable rights which they have as is required to implement or give effect to any provision of this Agreement, including any New Issue, Tag-Along Sale, Drag-Along Sale, Transfer, buyback or repurchase of Shares by a Group Company permitted by or carried out in accordance with this Agreement, Exit, Exchange Listing or Reorganisation Transaction permitted or required by, and carried out in accordance with, the terms of this Agreement.
- 34.2 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, do and execute and perform all such further deeds, documents, assurances, acts and things as may reasonably be required to give full effect to this Agreement.

35. Other Remedies

- 35.1 Any remedy or right conferred upon any party for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to them.
- 35.2 Each party agrees and acknowledges that:
- (a) a person with rights under this Agreement may be irreparably harmed by any breach of its terms, and that damages alone may not necessarily be an adequate remedy;
 - (b) without affecting any other rights or remedies, if a breach of this Agreement occurs or is threatened, the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, may be available; and
 - (c) it shall, if any of the remedies set out in subparagraph (b) is sought in relation to any threatened or actual breach of the terms of this Agreement, waive any rights it may have to oppose that remedy on the grounds that damages would be an adequate alternative.

36. Liability

Except where this Agreement expressly provides otherwise, obligations, covenants, warranties, representations and undertakings expressed to be assumed or given by two or more persons shall in each case be construed as if expressed to be given severally and not jointly and severally or jointly.

37. Successors

This Agreement shall be binding on each Investor's assigns, personal representatives and successors in title, but such persons shall not be entitled to the benefit of its provisions unless they have entered into a Deed of Adherence.

38. Investors

38.1 The rights and benefits afforded to an Investor under this Agreement are given to and held by it for itself and as agent and as trustee for and on behalf of all past and future Investors.

38.2 Notwithstanding the provisions of Clause 32.1 (*Assignment*), the general partner, operator, manager or adviser of any Investor, or any other person nominated by that Investor to act on its behalf shall, at the discretion of the relevant Investor, be entitled to enforce all rights and benefits of such Investor relevant under this Agreement at all times as if a party to this Agreement.

38.3 If anything comes to the attention of any Investor which may constitute a breach by any party of any obligation under this Agreement, the Investors agree among themselves that:

- (a) such Investor shall notify the Material Investors promptly with a view to agreeing the action to be taken; and
- (b) no action (including any claim) in respect of such breach shall be taken by any of the Investors without Enhanced Investor Consent.

39. Third Party Rights

39.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Agreement, except to the extent set out in this Clause 39 (*Third Party Rights*).

39.2 The third parties referred to in paragraph 5 of Part 1 of Schedule 2 (*Board Proceedings and Voting*), the D&O Indemnified Persons and any Investor Affiliate or Group Company may directly enforce only those Clauses in which they have an express right or are given an express benefit.

39.3 This Agreement may be terminated and any term may be amended or waived without the consent of the third party persons referred to in Clause 39.2 (*Third Party Rights*).

40. Invalidity

If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable, the legality, validity and enforceability of the rest of this Agreement shall not be affected. In particular, if any provision of this Agreement incorporates or refers to provisions in a Schedule to this Agreement, then this Agreement is to be construed so as to create separate provisions in respect of each of the individual provisions set out in that Schedule, and if one

of those provisions shall be held to be illegal, void, invalid or unenforceable, then the legality, validity and enforceability of the rest of those provisions shall not be affected.

41. Notices

41.1 Form of Notice

Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement (each a “**Notice**” for the purposes of this Clause 41.1 (*Form of Notice*)) shall be in writing.

41.2 Method of Service

Service of a Notice must be effected by one of the following methods:

- (a) by hand to the relevant address set out in Clause 41.4 (*Address for Service*) and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time;
- (b) by prepaid first-class post to the relevant address set out in Clause 41.4 (*Address for Service*) and shall be deemed served at the start of the second Business Day after the date of posting;
- (c) by internationally recognized courier to the relevant address set out in Clause 41.4 (*Address for Service*) and shall be deemed served at the start of the fourth Business Day after the date of posting; or
- (d) by email to the relevant address set out in Clause 41.4 (*Address for Service*) and shall be deemed served at time of sending, *provided that* receipt shall not be deemed to have occurred if the sender receives an automated message indicating that the message has not been delivered to the recipient.

41.3 In Clause 41.2 (*Method of Service*) “during a Business Day” means any time between 9:30 a.m. and 5:30 p.m. on a Business Day. References to “the start of a Business Day” and “the end of a Business Day” shall be construed accordingly.

41.4 Address for Service

Notices shall be addressed as follows:

- (a) Notices for the Holding Companies shall be marked for the attention of:

Name: Avianca Group International Limited

Address: Avianca Savinvest Arquen House, 4-6 Spicer Street, St. Albans, Greater London AL3 4PQ

Attn: Adrian Neuhauser, Chief Executive Officer
Richard Galindo Sanchez, General Counsel

Email: Adrian.Neuhauser@Avianca.com
Richard.Galindo@Avianca.com

- (b) Notices for each Original Principal Investor, each Original Other Equity Holder and each Additional Principal Investor (if such Additional Principal Investor is an Original Other Equity Holder) shall be marked as detailed in Part 1 of Schedule 1 (*Other Principal Investors and Original Other Equity Holders*) of this Agreement.

- (c) In the case of any other party to this Agreement, from time to time, Notices shall be addressed to the relevant party at the address set out in that party's Deed of Adherence.

41.5 Change of Details

A party may change its address for service *provided that* the new address is within the United Kingdom and that it gives the other party not less than five (5) days' prior notice in accordance with this Clause 41.5 (*Change of Details*). Until the end of such notice period, service on either address shall remain effective.

41.6 Email Communication

Notwithstanding the provisions of Clauses 41.1 (*Form of Notice*) and 41.2 (*Method of Service*), any communication to be sent or supplied to the Company or by the Company for the purposes of Clause 9 (*Conduct of Business (Investor Consents and Investor Directions)*), Clause 10 (*Provision of Information*) and Clause 16 (*Annual Budget and Business Plan*) may be made by email to:

- (a) in the case of the Company, to such email address as may be specified for this purpose by the Company; and
- (b) in the case of any other party, such email address as may be notified to the Company in writing for this purpose;

and such communications shall be deemed served at the time of sending, *provided that* receipt shall not be deemed to occur if the sender receives an automated message indicating that the message has not been delivered to the recipient.

41.7 Valid Service in Proceedings

Each party agrees that process and any other documents in respect of proceedings in any court, tribunal (arbitral or otherwise) or before any other entity or person involved in a dispute resolution process with respect to this Agreement will be validly served on that party if they are served in accordance with this Clause 41 (*Notices*) (but excluding service by email), and each party irrevocably consents to service in that manner. Nothing in this Agreement will affect the right of any party to serve process and any other documents in any other manner permitted by applicable law.

42. Capacity

Each party warrants to each other party that it has full power and authority and has obtained all necessary consents to enter into and perform the obligations expressed to be assumed by it under this Agreement (and any other agreement or arrangement to be entered into by it in connection with this Agreement), that the obligations expressed to be assumed by it under this Agreement and each such other agreement are legal, valid and binding and enforceable against it in accordance with their terms and that the execution, delivery and performance by it of this Agreement and each such other agreement and arrangement will not:

- 42.1** result in a breach of, or constitute a default under, any agreement or arrangement to which it is a party or by which it is bound or under its constitutive documents; or
- 42.2** result in a breach of any law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound.

43. Governing Law and Jurisdiction

- 43.1 This Agreement and the rights and obligations of the parties, including the validity and enforceability of this Agreement, the capacity of the parties and all non-contractual obligations arising under or in connection with this Agreement, shall be governed by and construed in accordance with the laws of England and Wales.
- 43.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Agreement, and/or any non-contractual obligations arising in connection with this Agreement.
- 43.3 Without prejudice to any other mode of service allowed under any relevant law, each Investor (other than an Investor incorporated in England and Wales):
- (a) irrevocably appoints (i) the party detailed in Schedule 1, provided that if on the date hereof, an Investor has failed to appoint the party detailed in Schedule 1, such Investor shall appoint such party within thirty (30) days of the date hereof or (ii) for any Investor who becomes an Investor pursuant to a Deed of Adherence, the party detailed in the Deed of Adherence, as its agent for service of process in relation to any proceedings before the English courts in connection with any Transaction Document; and
 - (b) agrees that failure by an agent for service of process to notify the relevant Investor of the process will not invalidate the proceedings concerned.

44. United Matters

Notwithstanding anything contained herein to the contrary, (a) for as long as United and/or any permitted transferee of the United Warrants hold any unexercised outstanding United Warrants, subject to and in a manner compliant with all applicable Legal Requirements, United and/or such permitted transferee shall have, in their capacity as holders of United Warrants, the same rights and obligations in respect of the United Warrant Shares as the holders of Ordinary Shares (including the Original Principal Investors and the Other Equity Holders, as applicable) have in respect of their Ordinary Shares, including with respect to antidilution and pre-emptive rights protection (including with respect to distributions and dividends), drag-along and tag-along rights, the right to appoint both a board member and a board observer, confidentiality and transfer provisions; *provided, however*, that United, as a Principal Investor, shall not have the right to exercise its voting rights as set forth in Part 2 of Schedule 2 (*General Meetings and Votes of Members*) and its consent rights in connection with any Enhanced Investor Consent (or Enhanced Investor Direction) or any Standard Investor Consent (or Standard Investor Direction) until such time as it owns Ordinary Shares following an Exercise subject to and in a manner compliant with all applicable Legal Requirements; provided further, however, that United shall not have the right to exercise its Investor Director appointment rights as set forth in Clause 5.3 (Rights of Principal Investors to appoint and remove Investor Directors) and its Chairman appointment rights as set forth in Clause 5.4 (Rights of the Principal Investors to appoint and remove the Chairman) until such time as it determines that it has received all Antitrust Approvals (as such term is defined in the United Warrant Instrument) necessary to exercise such rights, and (b) all rights granted to United in connection with the issuance of the United Warrants (including under this Agreement, the United Warrant Instrument, the Articles or any other agreement applicable to the United Warrants or that provides or governs any rights granted to United in connection therewith) that are exercisable prior to the Exercise by United of the United Warrants and receipt by United of Ordinary Shares as a result of an Exercise shall be exercisable by United in accordance with applicable Legal Requirements in all relevant jurisdictions (as United determines in its discretion, but subject to Clause 2.2 of the United Warrant Instrument).

IN WITNESS whereof this Agreement has been executed as a deed and has been delivered on the day and year first above written.

Original Principal Investors

Elliott International L.P.

SIGNED and DELIVERED as a DEED for an on behalf of
ELLIOTT INTERNATIONAL, L.P. by Elliott
Investment Management L.P. as attorney-in-fact acting by
its authorised signatory in the presence of:

.....
Name: Elliott Greenberg

Witness's Signature

Name:

Address:

.....

Occupation:

Elliott Associates, L.P.

SIGNED and DELIVERED as a DEED for an on behalf of
ELLIOTT ASSOCIATES, L.P. by Elliott Investment
Management L.P. as attorney-in-fact acting by its authorised
signatory in the presence of:

.....
Name: Elliott Greenberg

Witness's Signature

Name:

Address:

.....

Occupation:

KINGSLAND INTERNATIONAL GROUP S.A.

EXECUTED as a deed by **KINGSLAND INTERNATIONAL GROUP S.A.**, a company incorporated in Panama, by
....., being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:



.....

Witness's Signature

Name:

Address:

.....

Occupation:

KHLI S.A.

EXECUTED as a deed by **KHLI S.A.**, a company
incorporated in Panama, by
....., being a person who, in
accordance with the laws of that territory, is acting
under the authority of the company in the presence
of:



.....

Witness's Signature

Name:

Address:

.....

Occupation:

Acceleration Investments L.P.

EXECUTED as a deed by **ACCELERATION INVESTMENTS L.P.**, a company incorporated in Canada, by, being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:



.....

Witness's Signature

Name:

Address:

.....

Occupation:

Acceleration Investments II L.P.

EXECUTED as a deed by **ACCELERATION INVESTMENTS II L.P.**, a company incorporated in Canada, by, being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:



.....

Witness's Signature

Name:

Address:

.....

Occupation:

Acceleration Investments III L.P.

EXECUTED as a deed by **ACCELERATION INVESTMENTS III L.P.**, a company incorporated in Canada, by , being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:



.....

Witness's Signature

Name:

Address:

.....

Occupation:

Fratelli Investments Limited

EXECUTED as a deed by **FRATELLI INVESTMENTS LIMITED**, a company incorporated in Bermuda, by
....., being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:



.....

Witness's Signature

Name:

Address:

.....

Occupation:

GRI Investments, Inc.

EXECUTED as a deed by **GRI INVESTMENTS, INC.**
acting by Gregory David being a person who, in accordance
with the laws of Canada, is duly authorised by **GRI
INVESTMENTS, INC.** to sign on its behalf, in the
presence of:

}
.....

Witness's Signature

Name:

Address:

.....

Occupation:

The Rossy Foundation

EXECUTED as a deed by **THE ROSSY FOUNDATION** acting by Gregory David being a person who, in accordance with the laws of Canada, is duly authorised by **THE ROSSY FOUNDATION** to sign on its behalf, in the presence of:

}
.....

Witness's Signature

Name:

Address:

.....

Occupation:

3457745 Canada, Inc.

EXECUTED as a deed by **3457745 CANADA, INC.** acting
by Leonard Assaly being a person who, in accordance with
the laws of Canada, is duly authorised by **3457745**
CANADA, INC. to sign on its behalf, in the presence of:

}
.....

Witness's Signature

Name:

Address:

.....

Occupation:

The Leonard T. Assaly Family Foundation

EXECUTED as a deed by **THE LEONARD T. ASSALY FAMILY FOUNDATION** acting by Leonard Assaly being a person who, in accordance with the laws of Canada, is duly authorised by **THE LEONARD T. ASSALY FAMILY FOUNDATION** to sign on its behalf, in the presence of:

}
.....

Witness's Signature

Name:

Address:

.....

Occupation:

The David Family Foundation

EXECUTED as a deed by **THE DAVID FAMILY FOUNDATION** acting by Gregory David being a person who, in accordance with the laws of Canada, is duly authorised by **THE DAVID FAMILY FOUNDATION** to sign on its behalf, in the presence of:

}
.....

Witness's Signature

Name:

Address:

.....

Occupation:

12353296 Canada, Inc.

EXECUTED as a deed by **12353296 CANADA, INC.**
acting by Neil Rossy being a person who, in accordance
with the laws of Canada, is duly authorised by **12353296**
CANADA, INC. to sign on its behalf, in the presence of:

}
.....

Witness's Signature

Name:

Address:

.....

Occupation:

South Lake One LLC

EXECUTED as a deed by **SOUTH LAKE ONE LLC**
acting by Luis Felipe Correa González and María Victoria
Quiroga Moreno being persons who, in accordance with the
laws of the State of Delaware (U.S.A), are duly authorised
by **SOUTH LAKE ONE LLC** to sign on its behalf

.....
Name: Luis Felipe Correa González
Title: Manager

.....
Name: María Victoria Quiroga Moreno
Title: Manager

United Airlines, Inc

EXECUTED as a deed by **UNITED AIRLINES, INC** acting by John Gebo being a person who, in accordance with the laws of the State of Delaware (U.S.A), is duly authorised by **UNITED AIRLINES, INC** to sign on its behalf, in the presence of:

}
.....

Witness's Signature

Name:

Address:

.....

Occupation:

Other Equity Holders

Moneda Deuda Latinoamericana Fondo de Inversión

EXECUTED as a deed by **MONEDA DEUDA LATINOAMERICANA FONDO DE INVERSIÓN** a company incorporated in Chile acting by persons who, in accordance with the laws of that territory, are acting under the authority of **MONEDA S.A. ADMINISTRADORA GENERAL DE FONDOS** being an entity who is acting under the authority of **MONEDA DEUDA LATINOAMERICANA FONDO DE INVERSIÓN**, to act on its behalf

}
Name:
}
}
Name:

Moneda Latin American Corporate Debt

EXECUTED as a deed by **MONEDA LATIN AMERICAN CORPORATE DEBT** a company incorporated in the Cayman Islands acting by persons who, in accordance with the laws of that territory, are acting under the authority of **MONEDA INTERNATIONAL INC.** being an entity who is acting under the authority of **MONEDA INTERNATIONAL INC.**, to act on its behalf



.....
Name:

.....
Name:

Citadel Equity Fund Ltd

EXECUTED as a deed by **CITADEL EQUITY FUND LTD** a company incorporated in the Cayman Islands acting by a person who, in accordance with the laws of that territory, is acting under the authority of **CITADEL ADVISORS LLC** being an entity who is acting under the authority of **CITADEL EQUITY FUND LTD** to sign on its behalf, in the presence of:



.....
Name: Michael Weiner

Witness's Signature

Name:

Address:

.....

Occupation:

Saga Worldwide Limited

EXECUTED as a deed by **SAGA WORLDWIDE LIMITED** acting by a person or persons who, in accordance with the laws of the British Virgin Isles, is/are duly authorised by **SAGA WORLDWIDE LIMITED** to sign on its behalf

}
Name:
}
Name:
}

Witness's Signature
Name:
Address:
.....
Occupation:

Sky X LLC

EXECUTED as a deed by **SKY X LLC** acting by a person or persons who, in accordance with the laws of the State of Delaware (U.S.A), is/are duly authorised by **SKY X LLC** to sign on its behalf

}
Name:
Title:
}
}
Name:
Title:

Witness's Signature
Name:
Address:
.....
Occupation:

Inversiones Caroni Limitada

EXECUTED as a deed by **INVERSIONES CARONI LIMITADA** acting by a person or persons who, in accordance with the laws of Chile, is/are duly authorised by **INVERSIONES CARONI LIMITADA** to sign on its behalf, in the presence of:

}
Name:
.....
Name:

Witness's Signature
Name:
Address:
.....
Occupation:

SKB Trust

EXECUTED as a deed by **SKB TRUST** acting by a person or persons who, in accordance with the laws of the State of Florida (U.S.A), is/are duly authorised by **SKB TRUST** to sign on its behalf, in the presence of:

}
Name:
}
}
Name:

Witness's Signature

Name:

Address:

.....

Occupation:

Orinoco Inmobiliaria Ltda

EXECUTED as a deed by **ORINOCO INMOBILIRIA LTDA** acting by a person or persons who, in accordance with the laws of Chile, is/are duly authorised by **ORINOCO INMOBILIRIA LTDA** to sign on its behalf, in the presence of:

}
Name:
}
}
Name:

Witness's Signature

Name:

Address:

.....

Occupation:

Atlantica Holdings, Inc.

EXECUTED as a deed by **ATLANTICA HOLDINGS, INC.** acting by a person or persons who, in accordance with the laws of Panama, is/are duly authorised by **ATLANTICA HOLDINGS INC.** to sign on its behalf, in the presence of:

}
Name:
}
}
Name:

Witness's Signature

Name:

Address:

.....

Occupation:

AV Securities, Inc.

EXECUTED as a deed by **AV SECURITIES, INC.** acting by a person or persons who, in accordance with the laws of Panama, is/are duly authorised by **AV SECURITIES INC.** to sign on its behalf, in the presence of:

}
Name:
}
.....
Name:

Witness's Signature

Name:

Address:

.....

Occupation:

Munuga LLC

EXECUTED as a deed by **MUNUGA LLC** acting by a person or persons who, in accordance with the laws of the State of Florida (U.S.A), is/are duly authorised by **MUNUGA LLC** to sign on its behalf, in the presence of:

}
Name:
.....
Name:

Witness's Signature

Name:

Address:

.....

Occupation:

The Company

EXECUTED as a deed by **AVIANCA GROUP
INTERNATIONAL LIMITED** acting by
....., a director
in the presence of:

}
.....
Director

Witness's Signature

Name:

Address:

Occupation:

Schedule 1
Other Principal Investors and Original Other Equity Holders

Part 1
Original Principal Investors

Name	Contact person	Email address	Address	Process Agent
Elliott				
Elliott Associates, L.P.	Elliott Greenberg; Johannes Weber; Michael Stephan; Mark Germann	eGreenberg@elliottmgmt.com; jWeber@elliottmgmt.com; mStephan@elliottmgmt.com; mGermann@elliottmgmt.com	c/o Elliott Investment Management L.P., Phillips Point, East Tower, 777 South Flagler Drive, Suite 1000, West Palm Beach, FL 33401	Elliott Advisors (UK) Limited Park House, 116 Park Street London W1K 6AF United Kingdom Attn: Christopher Leonard, Head of European Legal and Compliance cLeonard@elliottadvisors.co.uk
Elliott International, L.P	Elliott Greenberg; Johannes Weber; Michael Stephan; Mark Germann	eGreenberg@elliottmgmt.com; jWeber@elliottmgmt.com; mStephan@elliottmgmt.com; mGermann@elliottmgmt.com	c/o Elliott Investment Management L.P., Phillips Point, East Tower, 777 South Flagler Drive, Suite 1000, West Palm Beach, FL 33401	Elliott Advisors (UK) Limited Park House, 116 Park Street London W1K 6AF United Kingdom Attn: Christopher Leonard, Head of European Legal and Compliance cLeonard@elliottadvisors.co.uk
Kingsland Group				
Kingsland International Group S.A.	Jennifer Kanold; Rodrigo Salcedo	jkanold@ieomia.com rsalcedo@caobacapital.com	International Executive Offices 2 Alhambra Plaza Suite 802 Coral Gables Florida 33134 U.S.A.	Law Debenture Corporate Services Limited 8 th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
KHLI S.A.	Jennifer Kanold; Rodrigo Salcedo	jkanold@ieomia.com rsalcedo@caobacapital.com	International Executive Offices 2 Alhambra Plaza Suite 802 Coral Gables Florida 33134	Law Debenture Corporate Services Limited 8 th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom

Name	Contact person	Email address	Address	Process Agent
			U.S.A.	
Acceleration Investments LP	Rodrigo Salcedo; Juan Wurmser	Rsalcedo@caobacapital.com jwurmser@caobacapital.com	Brookfield Place, 181 Bay St Suite 4400 Toronto, ON M5J 2T3 Canada	Law Debenture Corporate Services Limited 8 th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
Acceleration Investments II LP	Rodrigo Salcedo; Juan Wurmser	Rsalcedo@caobacapital.com jwurmser@caobacapital.com	Brookfield Place, 181 Bay St Suite 4400 Toronto, ON M5J 2T3 Canada	Law Debenture Corporate Services Limited 8 th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
Acceleration Investments III LP	Rodrigo Salcedo; Juan Wurmser	Rsalcedo@caobacapital.com jwurmser@caobacapital.com	Brookfield Place, 181 Bay St Suite 4400 Toronto, ON M5J 2T3 Canada	Law Debenture Corporate Services Limited 8 th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
Fratelli Investments Limited	Andrés Segú; Sebastián Gómez	asegu@megeve.cl sgomez@megeve.cl	Espoz 3150, Vitacura, Santiago de Chile Oficina 401 Chile	UMA Wealth (UK) Limited 48 Dover Street, London, W1S 4FF United Kingdom
GRI Investments Inc	Gregory David; Luisa D'Asti; Nikhil Shah	Greg.david@gricapital.com; Luisa.dasti@gricapital.com; invest@gricapital.com; nikhil.shah@gricapital.com	5690 Royalmount Mont-Royal, QC H4P 1K4	Law Debenture Corporate Services Limited 8 th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
The Rossy Foundation	Gregory David; Luisa D'Asti; Nikhil Shah	Greg.david@gricapital.com; Luisa.dasti@gricapital.com; invest@gricapital.com; nikhil.shah@gricapital.com	5690 Royalmount Mont-Royal, QC H4P 1K4	Law Debenture Corporate Services Limited 8 th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
3457745 Canada Inc.	Gregory David; Luisa	Greg.david@gricapital.com; Luisa.dasti@gricapital.com; invest@gricapital.com;	5690 Royalmount Mont-Royal,	Law Debenture Corporate Services Limited 8 th Floor, 100 Bishopsgate,

Name	Contact person	Email address	Address	Process Agent
	D'Asti; Nikhil Shah	nikhil.shah@gricapital.com	QC H4P 1K4	London, EC2N 4AG United Kingdom
The Leonard T. Assaly Family Foundation	Gregory David; Luisa D'Asti; Nikhil Shah	Greg.david@gricapital.com; Luisa.dasti@gricapital.com; invest@gricapital.com; nikhil.shah@gricapital.com	5690 Royalmount Mont-Royal, QC H4P 1K4	Law Debenture Corporate Services Limited 8 th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
The David Family Foundation	Gregory David; Luisa D'Asti; Nikhil Shah	Greg.david@gricapital.com; Luisa.dasti@gricapital.com; invest@gricapital.com; nikhil.shah@gricapital.com	5690 Royalmount Mont-Royal, QC H4P 1K4	Law Debenture Corporate Services Limited 8 th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
12353296 Canada Inc	Gregory David; Luisa D'Asti; Nikhil Shah	Greg.david@gricapital.com; Luisa.dasti@gricapital.com; invest@gricapital.com; nikhil.shah@gricapital.com	5690 Royalmount Mont-Royal, QC H4P 1K4	Law Debenture Corporate Services Limited 8 th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
South Lake				
South Lake One LLC	Luis Felipe Correa González and Martín Guiloff Salvador	fcorrea@benjamin.cl; mguiloff@benjamin.cl	Registered Address: 1013 Centre Road, Suite 403-B, Wilmington, Delaware 19805, US Address for notices: Presidente Riesco 5711 office 1603, Las Condes, Santiago, Chile	Law Debenture Corporate Services Limited 8 th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
United				
United Airlines, Inc	John Gebo	John.Gebo@United.com	233 South Wacker Drive Chicago, IL	United Airlines, Inc. UK Branch World Business Centre 1 Newall Road, Hounslow

Name	Contact person	Email address	Address	Process Agent
			60606	London Heathrow Airport TW6 2FA

Part 2
Original Other Equity Holders

Name	Contact person	Email address	Address	Process Agent
Moneda Deuda Latinoamericana Fondo de Inversion	Ignacio Fernandez and Fernando Tisne	ifernandez@moneda.cl; ftisne@moneda.cl	Isidora Goyenechea 3621, 8 th floor, Las Condes, Chile	Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
Moneda Latin American Corporate Debt	Ignacio Fernandez and Fernando Tisne	ifernandez@moneda.cl; ftisne@moneda.cl	Isidora Goyenechea 3621, 8 th floor, Las Condes, Chile	Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
Citadel Equity Fund Ltd	Citadel Legal Department	CitadelAgreementNotice@citadel.com	c/o Citadel Americas LLC, 131 S Dearborn St, Chicago, IL 60603	Citadel Enterprise Europe Limited, Moor House, 120 London Wall, London EC2Y 5ET, FAO: Legal Department
Saga Worldwide Limited	Eva Friedman	evitaregina08@gmail.com	FAO: Eva Friedman,	Law Debenture

Name	Contact person	Email address	Address	Process Agent
			20900 NE 30th Avenue Suite 401, Aventura Fl 33180	Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
Sky X LLC	Victoriano Cerda	controllegaln@gmail.com	FAO: Victoriano Cerda, 150 Ocean Lane Dr apt 8 ^a , Key Biscayne FL 33149	Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
Inversiones Caroni Limitada	Henry Manzano	manzano.henry@yahoo.com	FAO: Henry Manzano, Avenida El Salto 4001, Oficina Piso 12, Santiago, Chile	Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
SKB Trust	Miriam Kiblisky	mkiblisky@gmail.com	FAO: Miriam Kiblisky 20900 NE 30th Avenue Suite 401,	Law Debenture Corporate Services Limited 8th Floor,

Name	Contact person	Email address	Address	Process Agent
			Aventura Fl 33180	100 Bishopsgate, London, EC2N 4AG United Kingdom
Orinoco Inmobiliaria Ltda	Henry Manzano	manzano.henry@yahoo.com	FAO: Henry Manzano, Avenida El Salto 4001, Oficina Piso 12, Santiago, Chile	Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom
Atlantica Holdings Inc	Claudio Khamis; Alvaro Becerra; Cintia Matsumoto	claudiokhamis@hotmail.com a.becerra@umawealth.com c.matsumoto@umawealth.com	UMA Wealth (UK) Limited 48 Dover Street, 3rd floor London W1S 4FF	UMA Wealth (UK) Limited 48 Dover Street, London, W1S 4FF United Kingdom
AV Securities Inc	Claudio Dolman; Andres Silva	cdolman@avsecurities.com; asilva@avsecurities.com	FAO: Claudio Dolman, Torres de Las Americas, Torre C, Piso 19, OFC 1903, Urb. Punta Pacifica, Ciudad de Panama,	Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom

Name	Contact person	Email address	Address	Process Agent
			Republica de Panama	
Munuga LLC	Patrick Kiblisky	pkiblisky@msn.com	FAO: Patrick Kiblisky 2600 Island Blvd apt 2006 Aventura Fl 33160	Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom

Schedule 2 Corporate Governance

Part 1 Board Proceedings and Voting

1. Frequency, Location and Convening Meetings of the Board

- 1.1 The Board shall hold not less than six (6) meetings per annum at such intervals as may be appropriate.
- 1.2 Any Investor Director shall be entitled to convene a Board meeting on at least ten (10) Business Days' prior written notice or such shorter period as he may reasonably determine where urgent business has arisen.
- 1.3 Notice of any Board meeting (which may be given by e-mail) shall be sent to all directors and Observers, accompanied by a written agenda specifying the business of such meeting in reasonable detail along with all relevant papers. Other than with Standard Investor Consent, only those matters included on the written agenda may be discussed at such meeting.
- 1.4 The directors of the Board shall be required to attend the relevant meeting either in person at the location specified in the notice or by way of a telephone or video conference facility established by the Company which enables each of the directors present to participate.
- 1.5 Subject to the Articles, Board meetings shall be held in the United Kingdom.

2. Voting at Board Meetings

- 2.1 Resolutions of the Board at Board meetings shall be decided by the majority of the votes cast, and each director shall have one vote. In the case of an equality of votes, no person (including the Chairman) shall have a second or casting vote and the resolution shall not be passed.

3. Alternate Directors

A director may appoint another person as his alternate director (an "**Alternate Director**") for any specified Board meeting by serving written notice of such appointment on the Company. Such Alternate Director may exercise the votes of the director who has appointed him and such appointing director may direct his Alternate Director on how to exercise such vote.

4. Written Resolutions

A resolution or other consent executed or approved in writing by a majority of the directors of the Board who would have been entitled to vote thereon had the same been proposed at a meeting of the Board which such directors had attended (provided such majority of directors would have constituted a quorum for the purposes of a meeting of the Board and the directors shall have the voting rights set out in paragraph 2 of this Part 1 of Schedule 2 (*Voting at Board Meetings*)) shall be as valid and effective for all purposes as a resolution passed at a meeting of the Board duly convened and held and may consist of several documents in the like form, each signed by one or more of the directors of the Board.

5. Provision of Information by Investor Directors and Observers to Principal Investors

To the extent permitted by applicable law (including any fiduciary duties), each Investor Director and any Observer is hereby authorised to disclose all information available to him/her in his/her position of Investor Director or Observer, as applicable, to such Investors that proposed him/her for such appointment and/or to their respective Investor Affiliates and in each case to their respective Representatives. All parties hereby expressly agree to such

disclosure and agree to release such Investor Director and such Observer from any duty of confidentiality in connection with such disclosures to such Investors, Investor Affiliates or Representatives; *provided that* such right of disclosure shall be limited to such disclosure as may be necessary for the purpose of enabling such Investor to monitor its investment in the Group and to the extent required to inform Investor Affiliates about the Group's performance, and not for any other purpose (competitive or otherwise); provided further that such Investor, Investor Affiliates and Representatives shall be subject to the confidentiality obligations and use restrictions set forth in Clause 25 (*Confidentiality*).

Part 2

General Meetings and Votes of Members

1. Quorum for General Meetings

- 1.1 No business shall be transacted at any general meeting of the Company unless a quorum is present at the time when the meeting proceeds to business and remains present during the transaction of business.
- 1.2 Subject to paragraph 1.3 of this Part 2 of Schedule 2 (*Quorum for General Meetings*) below, the quorum of any general meeting of the Company shall be the presence of two Shareholders or more *provided that*, for so long as there are any Principal Investors, the quorum shall require the presence of a representative of each Principal Investor.
- 1.3 If a quorum is not so constituted at any general meeting of the Company within half an hour from the time appointed for the meeting or if during the meeting a quorum ceases to be present for a period exceeding thirty (30) minutes, the meeting shall be adjourned for two Business Days whereupon the meeting will be quorate provided two of the Shareholders are present.

2. Votes of Shareholders

- 2.1 Subject to the Act, questions arising at any meeting of the Company shall be decided by a majority of the votes cast, on a poll.
- 2.2 All Ordinary Shares shall have the voting rights provided by the Articles.
- 2.3 United shall not have voting rights with respect to the United Warrant Shares, until such time as it has received Ordinary Shares in connection with an exercise of the United Warrants.

3. No Casting Vote of Chairman

The chairman of any meeting of the Company shall not be entitled in any circumstances to a second or casting vote in addition to any other vote he may have.

4. Notice

- 4.1 Subject to paragraph 4.2 of this Schedule 2 (*Notice*), a minimum of ten (10) Business Days' notice of each general meeting of the Company, accompanied by a note of the venue for such meeting and an agenda (as well as copies of any documents specified to be considered at such meeting in such agenda) of the business to be transacted shall be given to all the Shareholders.
- 4.2 The notice period referred to in paragraph 4.1 of Part 2 of this Schedule 5 (*Notice*) may be shortened with Standard Investor Consent.

Schedule 3

Conduct of Business

Part 1

Enhanced Investor Consent Matters

1. Each of the following actions with respect to any Group Company shall require Enhanced Investor Consent:
 - 1.1 in relation to any Group Company that is not a Non-Material Subsidiary, such Group Company:
 - (a) seeking the appointment or intended appointment of an administrator, liquidator, provisional liquidator, receiver, trustee, custodian, conservator or official manager or other similar official for it or for all or substantially all of its assets or inviting any person to appoint such person to it or substantially all of its assets;
 - (b) making a general assignment, arrangement or composition with or for the benefit of its creditors;
 - (c) making a proposal for a voluntary arrangement under section 1 of the Insolvency Act 1986, or making a proposal for a compromise or arrangement under Part 26 or Part 26A of the Act;
 - (d) taking any step towards its dissolution or strike-off;
 - (e) doing or causing any event with respect to it or substantially all of its assets which, under the applicable laws of any jurisdiction, has similar or analogous effect to the matters described in paragraphs (a) to (d) above; or
 - (f) taking any action in furtherance of, or indicating its consent to, approval or, or acquiescence in, a secured party taking possession of all or substantially all its assets or having a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets;
 - 1.2 unless required by applicable law or a change in IFRS, make any material change to (a) its accounting methods, (b) tax elections which materially affect the Investors, (c) its taxable status or (d) its tax domicile;
 - 1.3 any change to the Company's corporate form (except solely in relation to the Company's conversion into a public limited company in connection with the Exchange Listing);
 - 1.4 in relation to any Group Company that is not a Non-Material Subsidiary, any change to such Group Company's jurisdiction of organization or domiciliation;
 - 1.5 creating any additional series or class of Shares, or reclassifying, amending or altering the existing Shares, in each case that would render such new or reclassified, amended or altered Shares senior or *pari passu* to the Ordinary Shares;
 - 1.6 other than with respect to Wholly Owned Subsidiaries, making or declaring any dividends, distributions, repurchases or redemptions on a non-*pro rata* basis;
 - 1.7 save as permitted by Clause 5.2(b) (*Board Composition*) of this Agreement, increasing or decreasing the size of the Board;
 - 1.8 disposing of all or substantially all of any Group Company's assets or Shares pursuant to a reorganization, merger, equity sale or similar transaction, in each case which does not result in each Principal Investor receiving an aggregate return on its investment in the Company of

at least a 2.5x multiple on invested capital (MOIC) and thirty per cent (30%) internal rate of return (IRR) based on the equity value attributed to the Company in the Plan of Reorganization on the Emergence Date; or

- 1.9 entering into any agreement or other binding obligation to do any of the actions detailed at paragraphs 1.1 to 1.8 (inclusive) above.
2. The determination of Enhanced Investor Consent will be made excluding the United Warrant Shares and no Enhanced Investor Consent matter will require the consent of United until such time that it is a holder of Ordinary Shares upon exercise of the United Warrants.

Part 2
Standard Investor Consent Matters

1. Each of the following actions with respect to any Group Company shall require Standard Investor Consent:
 - 1.1 effecting an IPO or direct listing of any Group Company's Shares on any equity exchange or similar trading platform (or any other transaction that results in any Group Company becoming a publicly traded entity), other than the Exchange Listing;
 - 1.2 adopting, approving or amending any management equity incentive plan;
 - 1.3 entering into any contract that would restrict the ability of the Principal Investors (acting individually or collectively) to transfer their Ordinary Shares or any other Shares held by them;
 - 1.4 issuing any Shares, except in connection with:
 - (a) intercompany transactions between the Company and its Wholly Owned Subsidiaries or between such Wholly Owned Subsidiaries; or
 - (b) under any management equity incentive plans approved in accordance with this Agreement;
 - 1.5 selecting or changing the Auditors (or any auditor of any Group Company);
 - 1.6 approving the Annual Budget of the Group on a consolidated basis *provided that* if the requisite Principal Investors fail to approve the Annual Budget for any given year within twenty (20) Business Days of receiving the draft Annual Budget for approval, the Annual Budget shall, to the extent not inconsistent with the Business Plan, be as approved by the Board (by a simple majority vote);
 - 1.7 entering into any new line of business or terminating any existing line of business that represents more than three and one-half per cent (3.5%) of the aggregate consolidated gross revenues of the Group for the most recent fiscal year or other material changes in the nature or scope of the business of the Group;
 - 1.8 hiring, terminating the appointment of or replacing the CEO;
 - 1.9 commencing, settling or terminating or agreeing to commence, settle or terminate any litigation, arbitration proceedings or administrative proceedings or investigations of, or before, any court, arbitral body or agency:
 - (a) involving damages in excess of \$37.5 million or its equivalent; or
 - (b) which could result in the imposition of material injunctive relief (or the agreement to comparable relief) or other material restrictions upon any Group Company which is not a Non-Material Subsidiary;
 - 1.10 agreeing to enter into or entering into a settlement of a material internal investigation with a governmental, intergovernmental or supranational authority or regulatory body, agency, department or organisation;
 - 1.11 an acquisition of, or investment in, any person or business (whether by asset or equity purchase, merger, consolidation, amalgamation or otherwise) where the consideration for the acquisition and any financial indebtedness or other assumed actual or contingent liability, together with the amount of any investment in any joint venture, exceeds \$37.5 million or its equivalent, except as provided for in the Annual Budget or Business Plan;

- 1.12** the Transfer, sale, pledge, mortgage or other disposition of a Group Company's assets that are in aggregate in excess of \$37.5 million or its equivalent, except:

 - (a) as expressly provided for in the Annual Budget or Business Plan; or
 - (b) for intercompany transactions between the Company and its Wholly Owned Subsidiaries or between such Wholly Owned Subsidiaries;
- 1.13** incurring any new Debt Finance or amending existing Debt Finance that would result in any new restrictions on the ability of a Group Company to make distributions to the holders of Shares;
- 1.14** incurring any new Debt Finance in excess of the lesser of (i) \$100 million (or its equivalent) and (ii) 0.2x trailing twelve (12) months EBITDA (calculated in a manner consistent with the calculation of EBITDA under the Business Plan), except as provided in the Annual Budget or the Business Plan and except for intercompany transactions between the Company and its Wholly Owned Subsidiaries or between such Wholly Owned Subsidiaries;
- 1.15** capital expenditure in the aggregate in any fiscal year in excess of \$37.5 million or its equivalent, except as provided for in the Annual Budget or the Business Plan;
- 1.16** entering into (a) any material contract that is (i) outside the ordinary course of business or (ii) on terms other than industry standard commercial terms or (b) any contract involving an annual payment greater than \$10 million or its equivalent, in each case except as provided for in the Annual Budget or the Business Plan;
- 1.17** entering into any contract or binding agreement or similar or analogous arrangement for the purchase, order or lease of any aircraft; or
- 1.18** entering into any agreement or other binding obligation to do any of the actions detailed at paragraphs 1.1 to 1.17 (inclusive) above.
- 2.** The determination of Standard Investor Consent will be made excluding the United Warrant Shares and no Standard Investor Consent matter will require the consent of United until such time that it is a holder of Ordinary Shares upon exercise of the United Warrants.

Schedule 4 Information Rights

1. The Group agrees with the Principal Investors that it will generally keep the Principal Investors informed of the progress of each Group Company's business and affairs and in particular will:
 - 1.1 procure that the Principal Investors are given such access to the officers, employees, premises books and records of the Group as they may reasonably require for the purposes of enabling them to monitor their investment in the Group; *provided that* (a) such Principal Investors shall have provided reasonable advance notice to the Company of any request for such access and (b) any such access shall be during normal business hours and shall not unreasonably interfere with the operation of any Group Company's business;
 - 1.2 direct the Auditors from time to time to provide directly to the Principal Investors such information as the Principal Investors may reasonably request for the purposes of enabling them to monitor their investment in the Group; *provided that* the Principal Investors shall have provided reasonable advance notice to the Company of any such request for information from the Auditors;
 - 1.3 prepare and send to the Principal Investors and/or their professional advisers such documents, information and/or data in relation to any Group Company, and in such form, detail and timeframe, as are requested by the Principal Investors (acting reasonably) and as are necessary or desirable to enable the Principal Investors or any of its Investor Affiliates and/or any Group Company to comply with any law, regulation, code of practice or requirement of a regulatory authority or any policy, advice or guideline of any regulatory authority, industry body or association, or undertake any merger control analysis, including in relation to anti-bribery or anti-corruption, anti-competition, anti-money laundering or sanctions (together, "**Compliance Measures**"); and
 - 1.4 procure that the Principal Investors are given such information as they may request for the purpose of enabling them to comply with the United Nations-supported Principles for Responsible Investing initiative.
2. Without prejudice to the generality of paragraph 1, the Group agrees with the Principal Investors that it will prepare and send to the Principal Investors (or as any Principal Investor may direct) (all in such form and detail as is currently provided or as is otherwise approved by the Principal Investors):
 - 2.1 a detailed draft operating budget (including a cash flow and expenditure forecast, monthly operating plan and projected balance sheet, profit and loss statement and covenant forecast) for the Group in respect of its next financial year, not later than December 15 of the preceding financial year. Having consulted with the Principal Investors and obtained their consent or the consent of the Board (in accordance with Part 2 of Schedule 3 (*Standard Investor Consent Matters*)) in respect thereof (both as to form and content), the Group shall, not later than January 20 of the financial year to which such budget relates, adopt such budget as the Annual Budget for such financial year;
 - 2.2 no later than March 31 of each year, prepare an updated version of the Business Plan, updated to reflect the Annual Budget and forecasts for the Group for such year;
 - 2.3 reports including a narrative setting out the progress of the Group on matters materially affecting the business and affairs of the Group for each quarter of the financial year not later than forty-five (45) days after the end of each quarter;

- 2.4 the Management Information Package for each quarterly accounting period, as soon as reasonably practicable following, and in any event within forty-five (45) days of, the end of such period;
- 2.5 the audited consolidated accounts of the Group (together with the notes thereto and the directors' report and auditors' report thereon, and a business and financial review in compliance with the Disclosure and Transparency Guidelines), as soon as reasonably practicable following, and in any event within four (4) months of, the end of the financial year to which they relate;
- 2.6 the consolidated financial and operating statements of the Group, as soon as reasonably practicable following, and in any event within two (2) months of, the end of the financial quarter to which they relate;
- 2.7 minutes of each board meeting of any Group Company (and of each Committee meeting of any such board), as soon as reasonably practicable following, and in any event within four (4) weeks of, such meeting;
- 2.8 to the extent consistent with applicable law and with respect to events which require public disclosure, only following the Group Company's disclosure thereof through applicable securities filings or public disclosures, information regarding any significant corporate actions, including any approach (formal or informal) which might lead to any sale or disposal of any Shares or of any material part of the business or assets of the Group (otherwise than in the ordinary and normal course of trading), extraordinary dividends, material acquisitions of assets, issuance of significant amounts of debt or equity and material amendments to the articles of association of any Group Company forthwith upon the Group or any member of the Board becoming aware of it;
- 2.9 as soon as reasonably practicable following the Group or any member of the board of any Group Company becoming aware of them, details of any circumstances which will or might:
 - (a) cause any actual or prospective material adverse change in the financial position, prospects or business of any Group Company that is not a Non-Material Subsidiary; or
 - (b) materially adversely affect the Group's ability to perform its obligations under this Agreement, the Financing Documents or any other instrument or any Group Company's ability to perform its obligations under any material contract to which it is a party;
- 2.10 to the extent that such matters are known to a Group Company, details of any actual or threatened in writing material litigation, claim or proceedings with which any Group Company is involved or is likely to become involved (other than debt collection proceedings in the ordinary and normal course of business);
- 2.11 to the extent that such matters are known to a Group Company, copies of any material documents and correspondence sent to or from its debt financing providers (including in respect of any Debt Finance or under any Financing Documents), or arising in respect of the Transaction Documents;
- 2.12 such documents, information and data as the Principal Investors may reasonably request from time to time in relation to energy supply arrangements, energy consumption or greenhouse gas emissions or other environmental impacts of any Group Company, and which are necessary or desirable to enable the Principal Investors to comply with any law, regulation, code of practice or requirement of a regulatory authority or any policy, advice or guideline of any regulatory authority, industry body or association, including in connection with the proposed Carbon Reduction Commitment Energy Efficiency Scheme as such scheme is enacted, varied, supplemented or replaced from time to time, within such timeframe and in

such format as they may reasonably require it; copies of any document circulated to any member of any Committee or sub-committee of the board of any Group Company and other information received by any such member in such capacity; and

2.13 any information reasonably available to the Group which the Principal Investors may reasonably request:

- (a) to enable them to monitor their investment; or
- (b) in connection with the preparation and/or filing of any of the Principal Investor's tax returns or may require in connection with any regulatory requirements to which it is subject; or
- (c) that may reasonably be required in relation to any Financing Documents or any subsequent financing of the Group.

2.14 In this Schedule, words otherwise defined in this Agreement shall have the same meaning, save that:

- (a) **"Disclosure and Transparency Guidelines"** means the guidelines for Disclosure and Transparency in Private Equity, for the time being in force; and
- (b) **"Management Information Package"** means a financial statement and management accounts for the Group on a consolidated basis made up to, and as at the end of, the relevant calendar month and each quarter, in such form as may be reasonably specified by the Principal Investors from time to time but, in any event (or unless otherwise specified), incorporating:
 - (i) an operational report from the chief executive officer of the Group identifying key issues relating to the business (including a description of any matters that have arisen which may affect the reputation of the Group);
 - (ii) a profit and loss account, balance sheet, cash flow statement and statement of key performance ratios for the Group on a quarterly and year-to-date basis together with a breakdown identifying variances from the Annual Budget and the prior year figures;
 - (iii) a commentary, by the chief financial officer of the Group, on the items listed in paragraph (b) above and on the Group's compliance with the financial covenants in the Financing Documents and the calculations supporting the covenant head room;
 - (iv) a rolling cash flow, profit and capital expenditure forecast for the next six (6) months for the Group; and
 - (v) a copy of any management letters addressed to any Group Company by its Auditors and varied since the date of the previous Management Information Package.

2.15 Notwithstanding the foregoing, a Principal Investor may provide written notice to the Group that it elects not to receive all or any portion of the information to which it is entitled pursuant to this paragraph 2 and, following such notice, the Group shall not provide such information to that Principal Investor unless and until the Group receives further written notice from that Investor.

Schedule 5 Tag-Along and Drag-Along Rights

Part 1 Tag-Along

1. Tag-Along Mechanism

1.1 The consideration payable under a Tag-Along Offer shall be:

- (a) at a price (“**Tag Price**”) equal to the consideration offered by the Tag Transferee (or if higher, the highest consideration paid as part of a series of transfers or any other transfer in the previous six months) for the Ordinary Shares that are the subject of the Tag-Along Offer (“**Tag Shares**”);
- (b) in the same form; and
- (c) subject to the same payment terms,

in each case as offered to the Selling Investor(s) for the Tag Shares.

1.2 Each Tag-Along Offer shall:

- (a) be an irrevocable and unconditional offer;
- (b) be in writing addressed to each applicable Non-Selling Investor (a “**Tag-Along Notice**”) and accompanied by copies of all documents necessary to be executed by a Non-Selling Investor to give effect to the disposal of its Tag Shares to the Tag Transferee should it decide to accept the Tag-Along Offer, including all the terms and conditions of the proposed disposal of Tag Shares by a Non-Selling Investor to the Tag Transferee;
- (c) be open for acceptance by each Non-Selling Investor (in respect of some or all of the Tag Shares) during a period of not less than ten (10) Business Days and not more than twenty (20) Business Days after receipt of the Tag-Along Notice by the Non-Selling Investor (the “**Tag Expiry Date**”) by giving notice of acceptance (the “**Acceptance Notice**”) in writing to the Tag Transferee with a copy to the Selling Investor(s) and the Company (any Non-Selling Investor giving such Acceptance Notice being a “**Tagging Person**”);
- (d) not require any Tagging Person to give warranties to the Tag Transferee, other than in respect of title and capacity (subject to Clause 36 (*Liability*)), or to give any indemnities or agree to any restrictive covenants, and the liability of a Tagging Person shall be limited to the net proceeds actually received by the Tagging Person in the Tag-Along Sale.

1.3 Completion of the purchase of the Tag Shares shall take place on the same date and at the same time and place as proposed for completion of the sale of the Selling Investor’s Tag Shares (the “**Tag Completion**”). On or before the Tag Completion, each Tagging Person shall execute and send or make available to the Selling Investor(s) all documents necessary to be executed to give effect to the disposal of its Tag Shares in accordance with Part 1 of this Schedule 5 (*Tag-Along*) (the “**Tag-Along Documents**”) to the Tag Transferee. Subject to the receipt of the Tag-Along Documents, on the Tag Completion, the Tag Transferee will pay the Tagging Persons the Tag Price due.

1.4 Any transfer of Tag Shares made by the Tagging Persons in accordance with this Agreement will not be subject to any restrictions on transfer contained in this Agreement or in the

Articles and each Shareholder agrees to waive any pre-emption rights that it would otherwise have under this Agreement, the Articles or applicable law generally.

1.5 For so long as there are unexercised outstanding United Warrants, subject to and in a manner compliant with all applicable Legal Requirements, the provisions of this Part 1 of Schedule 5 (*Tag-Along*) and Clause 18.10 (*Transfer of Shares*) shall apply, *mutatis mutandis*, in respect of any unexercised outstanding United Warrants held by United, which shall have the right to elect to exercise tag-along rights in respect thereof as set forth in this Part 1 of Schedule 5 (*Tag-Along*). If United elects to transfer to the Tag Transferee any such United Warrants pursuant to a Principal Investor Tag Transfer or Tag-Along Sale, then the Tag Transferee shall purchase such United Warrants on substantially the same terms and conditions as the Tag Shares are to be purchased and, immediately after the closing of the Principal Investor Tag Transfer or Tag-Along Sale, as applicable, such United Warrants that are transferred to the Tag Transferee shall be automatically exercised for Ordinary Shares.

2. Subscription or Acquisition of Shares during Tag-Along Sale Period

Following the issue of a Tag-Along Notice, if any person is issued or otherwise acquires any new or additional Ordinary Shares (a “**New Holder**”), a Tag-Along Offer shall be deemed to have been served upon such New Holder, if such New Holder would have been eligible to receive the Tag-Along Notice had it held such Ordinary Shares on the date of the Tag-Along Notice, on the same terms as the previous Tag-Along Offer (provided such Tag-Along Offer hasn’t lapsed). The New Holder shall have the opportunity to transfer to the Tag Transferee all of its respective Ordinary Shares and the provisions of Part 1 of this Schedule 5 (*Tag-Along*) shall apply to the New Holder (with necessary modification) in respect of its holding of such new Ordinary Shares.

Part 2
Drag-Along

1. Drag-Along Mechanism

- 1.1** Not less than 20 Business Days prior to the proposed completion date of a Drag-Along Sale, the relevant Drag-Along Investor may give written notice of the proposed Drag-Along Sale to the Company and the Dragged Security Investors (the “**Drag-Along Notice**”) which notice shall set out (to the extent not described in any accompanying documentation):
- (a) that the Dragged Security Investors are required to Transfer all their Drag-Along Securities in the event of a Drag-Along Sale;
 - (b) the identity of the Drag Transferee;
 - (c) subject to paragraph 1.2 below, the type and amount of consideration to be paid by the Drag Transferee for the Drag-Along Securities;
 - (d) the proposed date of the Transfer (if known); and
 - (e) all other material terms and conditions, if any, of the Drag-Along Sale.
- 1.2** Upon receipt of the Drag-Along Notice, the Dragged Security Investors shall be required to Transfer their respective Shares to the Drag Transferee as part of the Drag-Along Sale:
- (a) at the same time as the Transfer by the Drag Triggering Sellers;
 - (b) subject to paragraphs 1.3 below, for the same type and amount of consideration as for the corresponding Shares being sold by the Drag Triggering Sellers; and
 - (c) on substantially the same economic terms (including participating in any escrow arrangements on the same terms) as are agreed between the Drag Triggering Sellers and the Drag Transferee.
- 1.3** The validity of a Drag-Along Sale pursuant to the provisions of Part 2 of this Schedule 5 shall not be affected by the Drag Transferee offering different forms of consideration to the Drag Triggering Sellers and/or the Dragged Security Investors *provided that*:
- (a) on the date of the Transfer, the value of the consideration offered per Drag-Along Security is at least equal to the value offered for the corresponding Share of the Drag Triggering Sellers; and
 - (b) to the extent that the Drag Triggering Sellers are receiving cash as consideration for their Shares, each Dragged Security Investor shall also be entitled to receive cash consideration on equivalent terms to the Drag Triggering Sellers, in respect of the same class of Shares and in the same proportions.
- 1.4** The Drag-Along Notice shall be accompanied by copies of all documents required to be executed by the Dragged Security Investors to give effect to the Drag-Along Sale (the “**Drag-Along Sale Documents**”).
- 1.5** Each Dragged Security Investor, upon receipt of the Drag-Along Notice and accompanying documents, shall be obliged to:
- (a) sell all of their Drag-Along Securities and participate in the Drag-Along Sale (including giving warranties to the Drag Transferee as to the title to their Drag-Along Securities and their capacity to transfer the Drag-Along Securities on the same basis as the Drag Triggering Sellers) on the terms set out in the Drag-Along Notice and supporting documents;

- (b) not less than two (2) Business Days prior to the anticipated completion date of the Drag-Along Sale, return to the Drag Triggering Sellers the duly executed Drag-Along Sale Documents and, if a certificate has been issued in respect of the relevant Securities, the relevant certificates(s) (or an indemnity in respect of any missing certificates in a form satisfactory to the Board) all of which shall be held against payment of the aggregate consideration due to him;
- (c) bear an amount of any costs of the Drag-Along Sale (to the extent such costs are not paid by a Group Company) in the same proportions as the consideration (of whatever form) received by him bears to the aggregate consideration paid pursuant to the Drag-Along Sale;
- (d) vote their Shares in favour of the Drag-Along Sale at any meeting of Security Holders (or any class thereof) called to vote on or approve the Drag-Along Sale and/or consent in writing to and waive any applicable rights which they have in order to implement the Drag-Along Sale; and
- (e) procure (in as far as they are reasonably able) that any directors of Group Companies designated by it (including any Investor Directors designated by it) vote in favour of the Drag-Along Sale.

1.6 Each Dragged Security Investor shall be entitled to receive his consideration pursuant to the Drag-Along Sale (less his share of the costs of the Drag-Along Sale) at the same time as the Drag Triggering Sellers; *provided* that, for the avoidance of doubt, the obligation to pay any and all consideration payable to the Drag Triggering Sellers and each Dragged Security Investor pursuant to a Drag-Along Sale shall be an obligation of the Drag Transferee and not an obligation of the Company or any of its subsidiaries.

1.7 No Dragged Security Investor shall be required to give warranties to the Drag Transferee other than in respect of title and capacity (subject to Clause 36 (*Liability*)) or to give any indemnities or agree to any restrictive covenants and the liability of a Dragged Security Investor shall be limited to the net proceeds actually received by that Dragged Security Investor in the Drag-Along Sale.

1.8 For so long as there are unexercised outstanding United Warrants, subject to and in a manner compliant with all applicable Legal Requirements and this Agreement, if United satisfies the requirements set forth in the definition of Drag-Along Investor, United shall have the right to exercise the drag-along rights set forth in this Part 2 of Schedule 5 (*Drag-Along*) as a Drag Triggering Seller *mutatis mutandis* in respect of any outstanding United Warrants held by United.

1.9 For the avoidance of doubt, if any Drag Triggering Seller exercises the drag-along rights set forth in this Part 2 of Schedule 5 (*Drag-Along*), United shall be required to Transfer its United Warrants pursuant to the related Drag-Along Sale as a Dragged Security Investor.

1.10 Notwithstanding anything in this Agreement to the contrary, if United proposes to Transfer its United Warrants pursuant to a Drag-Along Sale where United is a Drag Triggering Seller or United is required to Transfer its United Warrants pursuant to a Drag-Along Sale where United is a Dragged Security Investor, subject to and in a manner compliant with all applicable Legal Requirements, the United Warrants that are to be transferred in such Drag-Along Sale to the Drag Transferee shall, simultaneously with the consummation of such Drag-Along Sale, automatically be exercised for Ordinary Shares.

2. Subscription or Acquisition of Shares during Drag-Along Sale Period

Following the issue of a Drag-Along Notice, if any person is issued or otherwise acquires any new or additional Shares, a Drag-Along Notice shall be deemed to have been served upon such New Holder if such New Holder would have been a Dragged Security Investor had it

held such Shares on the date of the Drag-Along Notice on the same terms as the previous Drag-Along Notice. The New Holder will be bound to sell and transfer all such new Shares acquired by him or it to the Drag Transferee or as it may direct and the provisions of Part 2 of this Schedule 5 (*Drag Along*) shall apply to the New Holder (with necessary modification) in respect of its holding of such new Shares.

3. Non-Completion

3.1 If the Drag-Along Sale has not been completed by the earlier of:

- (a) the date which is sixty (60) Business Days following the date of the Drag-Along Notice (or, where any anti-trust, regulatory or other third party conditions are required to be satisfied before the Drag-Along Sale can be completed, by the long-stop date for the satisfaction of such conditions in the Drag-Along Sale documentation (as agreed between the relevant Drag-Along Investor and the Drag Transferee));
- (b) the date on which the relevant Drag-Along Investor sends a written notice to the Dragged Security Investors that the Drag-Along Sale will not be completed,

the Drag-Along Notice shall cease to be of effect and each Dragged Security Investor shall be irrevocably released from such obligations under the Drag-Along Notice and the rights of the Investors pursuant to Part 2 of this Schedule 5 (*Drag Along*) shall be reinstated.

Schedule 6 Deed of Adherence

This Deed is made on [●]

Between:

- (1) Avianca Group International Limited incorporated in England and Wales with registered number 13645132, and whose registered office is at [●] (the “**Company**”); and
- (2) [Name], of [●] [(the “**Subscriber**”)]/[(the “**Transferee**”)],

and is Supplemental to an Investment Agreement dated [●] and made between, *inter alios*, (i) the Original Principal Investors (ii) the Original Other Equity Holders and (iii) the Company (each as defined therein) as from time to time amended, varied, novated, supplemented or adhered to (the “**Principal Agreement**”).

Whereas:

[[●] (the “**Transferor[s]**”) intends to transfer to the Transferee]/[The Subscriber intends to subscribe and [the Company] intends to [allot and] issue to the Subscriber] the Shares set out in the Schedule (the “**Designated Securities**”), subject to the [Transferee]/[Subscriber] entering into this Deed in favour of (a) the original parties to the Principal Agreement and (b) any other person or persons who after the date of the Principal Agreement (and whether or not prior to or after the date of this Deed) adheres to the Principal Agreement (the “**Continuing Parties**”).

It is agreed as follows:

1. Unless the context requires otherwise, words and expressions defined in the Principal Agreement shall have the same meaning when used in this Deed.
2. The [Transferee]/[Subscriber] confirms that he has been supplied with a copy of the Principal Agreement. [The [Transferee]/[Subscriber] hereby undertakes to the Company and the Continuing Parties to comply with the provisions of, and to observe, perform and be bound by all the obligations of an Other Equity Holder in, the Principal Agreement after the date of this Deed and the [Transferee]/[Subscriber] shall become a party to the Principal Agreement as if he were named in the Principal Agreement as an Other Equity Holder, holding the Designated Securities together with any additional Shares he may acquire/be issued from time to time, in addition to the Continuing Parties. The [Transferee]/[Subscriber] agrees that the provisions of this Clause shall be binding on him irrespective of whether he holds the Designated Securities directly or via a nominee.]
3. [The Transferee is holding the Designated Securities as a Family Transferee of an Investor and accordingly acknowledges and agrees that the Designated Securities and any other additional Shares which he may acquire/be issued from time to time have been acquired/issued by or to the Transferee in his capacity as a Family Transferee and as such (i) they have the benefit of, and are subject to, the rights and restrictions set out in the Principal Agreement and (ii) the provisions of the Principal Agreement relating to any Shares held by the Transferee shall apply as if such Shares were held by his related Investor or beneficiary as if they were held directly by such person.]
4. This Deed is made for the benefit of the Continuing Parties.
5. It is agreed that, save as hereby provided, all the provisions of the Principal Agreement shall remain in full force and effect.
6. For the purposes of Clause 41 (*Notices*) of the Principal Agreement the address and email address of the Subscriber is as set out in the Schedule.

- 7. For the purposes of Clause 43 (*Governing law*) of the Principal Agreement the process agent of the Subscriber is as set out in the Schedule.
- 8. The [Transferee]/[Subscriber] warrants to each of the Continuing Parties that it has full power and authority and has obtained all necessary consents to enter into and perform the obligations expressed to be assumed by it under the Principal Agreement and this Deed, that the obligations expressed to be assumed by it under the Principal Agreement and this Deed are legal, valid and binding and enforceable against it in accordance with their terms and that the execution, delivery and performance by it of this Deed will not:
 - 8.1 result in a breach of, or constitute a default under, any agreement or arrangement to which it is a party or by which it is bound or under its constitutional documents; or
 - 8.2 result in a breach of any law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound.
- 9. This Deed and the rights and obligations of the parties, including the validity and enforceability of this Deed, the capacity of the parties and all non-contractual obligations arising under or in connection with this Deed, shall be governed by and construed in accordance with the laws of England and Wales.
- 10. The provisions of Clause 43.2 (*Governing Law and Jurisdiction*) of the Principal Agreement shall apply to this Deed, the necessary changes being made.

This Deed has been duly executed and delivered as a deed on the date first stated above.

Executed and Delivered as a **Deed** by [•] in the presence of:



.....

Signature of Witness

.....

Name, address and occupation of witness

.....

.....

.....

.....

**Schedule to Deed of Adherence
[Subscriber]/[Transferee] Details**

[Subscriber]/[Transferee] *[full legal name]*

Postal Address *[postal address]*

E-mail Address *[e-mail address]*

Ordinary Shares *[number]* [Shares]

[Restricted Period] *[number]* Months]

[Relevant Period] *[number]* Months]

Process Agent [•]

Schedule 7 Principal Investor Deed of Adherence

This Deed is made on [●]

Between:

- (1) Avianca Group International Limited incorporated in England and Wales with registered number 13645132, and whose registered office is at [●] (the “**Company**”); and
- (2) [Name], of [●] (the “**Incoming Principal Investor**”),

and is Supplemental to an Investment Agreement dated [●] and made between, *inter alios*, (i) the Original Principal Investors (ii) the Original Other Equity Holders and (iii) the Company (each as defined therein) as from time to time amended, varied, novated, supplemented or adhered to (the “**Principal Agreement**”).

Whereas:

The Incoming Principal Investor is proposed to be appointed as a Principal Investor pursuant to Clause 3 (*Principal Investor Appointment*) of the Principal Agreement subject to the Incoming Principal Investor entering into this Deed in favour of (a) the original parties to the Principal Agreement and (b) any other person or persons who after the date of the Principal Agreement (and whether or not prior to or after the date of this Deed) adheres to the Principal Agreement (the “**Continuing Parties**”).

It is agreed as follows:

1. Unless the context requires otherwise, words and expressions defined in the Principal Agreement shall have the same meaning when used in this Deed.
2. The Incoming Principal Investor confirms that it has been supplied with a copy of the Principal Agreement. The Incoming Principal Investor hereby undertakes to the Company and the Continuing Parties to comply with the provisions of, and to observe, perform and be bound by all the obligations of a Principal Investor in, the Principal Agreement after the date of this Deed and the Incoming Principal Investor shall become a party to the Principal Agreement as if he were named in the Principal Agreement as a Principal Investor, holding the Shares set out in the Schedule (the “**Designated Securities**”) together with any additional Shares he may acquire/be issued from time to time, in addition to the Continuing Parties. The Incoming Principal Investor agrees that the provisions of this Clause shall be binding on him irrespective of whether he holds the Designated Securities directly or via a nominee.
3. This Deed is made for the benefit of the Continuing Parties.
4. It is agreed that, save as hereby provided, all the provisions of the Principal Agreement shall remain in full force and effect.
5. For the purposes of Clause 41 (*Notices*) of the Principal Agreement the address and email address of the Subscriber is as set out in the Schedule.
6. For the purposes of Clause 43 (*Governing law*) of the Principal Agreement the process agent of the Subscriber is as set out in the Schedule.
7. The Incoming Principal Investor warrants to each of the Continuing Parties that it has full power and authority and has obtained all necessary consents to enter into and perform the obligations expressed to be assumed by it under the Principal Agreement and this Deed, that the obligations expressed to be assumed by it under the Principal Agreement and this Deed

are legal, valid and binding and enforceable against it in accordance with their terms and that the execution, delivery and performance by it of this Deed will not:

- 7.1 result in a breach of, or constitute a default under, any agreement or arrangement to which it is a party or by which it is bound or under its constitutional documents; or
- 7.2 result in a breach of any law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound.
- 8. This Deed and the rights and obligations of the parties, including the validity and enforceability of this Deed, the capacity of the parties and all non-contractual obligations arising under or in connection with this Deed, shall be governed by and construed in accordance with the laws of England and Wales.
- 9. The provisions of Clause 43.2 (*Governing Law and Jurisdiction*) of the Principal Agreement shall apply to this Deed, the necessary changes being made.

This Deed has been duly executed and delivered as a deed on the date first stated above.

Executed and Delivered as a **Deed** by [•] in the presence of:

}
 }

 }

Signature of Witness

Name, address and occupation of witness

.....

.....

.....

**Schedule to Principal Investor Deed of Adherence
Incoming Principal Investor Details**

Incoming Principal Investor [full legal name]

Postal Address [postal address]

E-mail Address [e-mail address]

Ordinary Shares [number] [Shares]

[Restricted Period [number] Months]

[Relevant Period [number] Months]

Process Agent [•]

Exhibit K-1 to Notice of Filing of Plan Supplement

Blackline of Shareholders Agreement Against October 26 Version

WHITE & CASE

Dated ~~11~~ 11 December 2021

Investment Agreement

relating to Avianca Group International Limited

between

Avianca Group International Limited

as the Company

and

The Persons set out in Part 1 of Schedule 1

as the Original Principal Investors

and

The Persons set out in Part 2 of Schedule 1

as the Original Other Equity Holders

~~This Investment Agreement is prepared on the basis of "Plan A", whereby the Company will emerge with four (4) Original Principal Investors. Pursuant to the terms of the Equity Conversion and Commitment Agreement (as defined herein), there is an alternative Plan B proposal that may instead be pursued in the event that certain regulatory approvals are delayed. Plan B involves the Company emerging with only three (3) Original Principal Investors, with the fourth Principal Investor being issued a penny warrant and becoming a Principal Investor only once anti-trust approval is obtained and such penny warrant is converted into Ordinary Shares (as defined herein). Where amendments would be required to reflect the change in position from Plan A to Plan B, these have been included in footnotes to the attached draft.~~

White & Case LLP
5 Old Broad Street
London EC2N 1DW

~~*[N.B. Draft remains subject to ongoing review by Avianca, the TBLs and their respective professional advisors in all respects, all of whom reserve their rights to comment further on this draft.]*~~

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This Agreement is made on 11 December 2021

Between:

- (1) Avianca Group International Limited, a private limited company incorporated in England and Wales (registered number 13645132), whose registered office is at 11 Avianca Savinvest Arquen House, 4-6 Spicer Street, St. Albans, Greater London AL3 4PQ, registered with the UK Companies Register (the “**Company**”);
- (2) **The Persons** whose names and addresses are set out in Part 1 of Schedule 1 (*Original Principal Investors*) (together, the “**Original Principal Investors**” and each an “**Original Principal Investor**”); and
- (3) **The Persons** whose names and addresses are set out in Part 2 of Schedule 1 (*Original Other Equity Holders*) (together, the “**Original Other Equity Holders**” and, each, an “**Original Other Equity Holder**”).

Whereas:

- (A) The Company has been established in connection with the reorganization of Avianca Holdings S.A. (a *sociedad anónima* duly organized and validly existing under the Laws of Panama) and certain of its subsidiaries (the “**Debtors**”), such reorganization being more particularly described in the Plan of Reorganization (as defined below) and consummated on or around the date of this Agreement.
- (B) From the Emergence Date (as defined below), the parties have agreed to regulate their affairs in connection with the Company on the terms and conditions set out in this Agreement.

It is agreed as follows:

1. Definitions and Interpretation

- 1.1 The following words and expressions where used in this Agreement have the meanings given to them below:

“Acceptance Notice” has the meaning given to it in paragraph 1.2 of Part 1 of Schedule 5 (Tag-Along);

“**Accredited Investor**” shall have the definition given to it in Rule 501 of Regulation D under the Securities Act;

“**Act**” means the Companies Act 2006;

“**Additional Other Equity Holder**” means each person (including each Electing General Unsecured Claimholder that elects to receive Ordinary Shares under the Plan of Reorganization in exchange for, and in satisfaction and discharge of, its General Unsecured Avianca Claims) who has executed a Deed of Adherence pursuant to Clause 21 (*Deed of Adherence*);

“**Additional Principal Investor**” means an Other Equity Holder who is appointed an Additional Principal Investor in accordance with Clause 3 (*Principal Investor Appointment*);

“**Additional Relevant Securities**” has the meaning given to it in Clause 17.1 (*New Issues of Shares*);

“**Agreement**” means this investment agreement;

“**Annual Budget**” means the annual operating and capital budget of the Group, initially in a form approved by Standard Investor Consent, and then as may be adopted, amended and/or

replaced from time to time with Standard Investor Consent or otherwise in accordance with the terms of this Agreement;

“**Articles**” means the articles of association of the Company from time to time;

“**Asset Sale**” means a sale by the Company or any other member of the Group of all or substantially all of the Group’s business, assets and undertakings to one or more buyers on arm’s length terms as part of a single transaction or series of connected transactions (other than as part of a Reorganisation Transaction);

“**Auditors**” mean the statutory auditors of the Group from time to time;

“**Board**” means the board of directors of the Company (or a duly authorised Committee thereof that has been delegated the applicable authority) from time to time;

“**Board Materials**” has the meaning given to it in Clause 5.8 (*Board Observers*);

“**Business Day**” means any day other than a Saturday, Sunday or a public holiday in England and Wales, the State of New York or Bogota, Colombia;

“**Business Plan**” means that certain 8-Year Financial Forecast Revised Plan 2.0 dated 21 July 2021, as updated from time to time in accordance with Clause 16 (*Annual Budget and Business Plan*);

“**CEO**” means the chief executive officer of the Group from time to time, the first such person being Adrian Neuhauser;

“**Chairman**” has the meaning given to it in Clause 5.4 (*Rights of the Principal Investors to appoint and remove the Chairman*);

“**Chapter 11 Cases**” means the jointly administered cases of the Debtors under chapter 11 of title 11 of the United States Code;

“**Chapter 11 Exit Facility**” means the new senior secured credit facility or facilities consisting of Exit A-1 Notes and Exit A-2 Notes (each as defined in the Plan of Reorganization) made available to the Company in accordance with the Plan of Reorganization and exit facility documents included in the Plan Supplement;

“**Chapter 11 Exit Facility Documents**” means the documents that will govern the Chapter 11 Exit Facility, including each indenture and all other financing documents related to the Chapter 11 Exit Facility, such as intercreditor agreements, pledges, mortgages, and guarantees;

“**Commission**” means the U.S. Securities and Exchange Commission (as the same may be redesignated, substituted or replaced from time to time);

“**Committee**” has the meaning given to it in Clause 6 (*Committees of the Board*);

“**Company Opportunity**” means any activity, opportunity, relationship or investment in any line of business or type of business, including any Other Business;

“**Competitor**” means any person (or any of their affiliates) which is, or is acting on behalf of, or is any person or entity who Controls fifteen per cent (15%) or more of voting or economic rights in or has the ability to exert significant influence over, any person whose business is or seeks to be in competition with the Group’s business or any substantial part of it (taken as a whole) or who operates in the same or similar industry or sector as any Group Company in any jurisdiction it being understood and agreed that no Principal Investor shall be deemed a Competitor hereunder;

“**Compliance Measures**” has the meaning given to it in Schedule 4 (*Information Rights*);

“**Confidential Information**” means all information (whether oral or recorded in any medium) relating to any Group Company’s business, financial or other affairs (including future plans of any Group Company) which is treated by a Group Company as confidential (whether or not marked as confidential) or which by its nature is confidential;

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of a person or the management and policies of a person, whether through ownership of voting securities, by agreement or otherwise (and “**Controls**”, “**Controlled**” and “**Controlling**” shall be construed accordingly);

“**Controlling Interest**” means an interest (as defined in sections 820 to 825 of the Act) in the Shares conferring in aggregate more than fifty per cent (50%) of the total voting rights normally exercisable at any general meeting of the Company or the relevant New Holding Company;

“**Debt Finance**” means any third party debt financing facilities (including any senior and subordinated debt financing facilities, any loan notes and/or any other debt or debt-like security or rights convertible into or exercisable or exchangeable for debt or debt-like securities of any class or series of loan capital, together in each case with any related hedging arrangements) of or issued by any Group Company from time to time, including (i) the Secured RCF, and (ii) the Chapter 11 Exit Facility;

“**Deed of Adherence**” has the meaning given to it in Clause 21 (*Deed of Adherence*);

“**Deed of Indemnity**” means the deed of indemnity in the agreed form to be entered into pursuant to Clause 5.7 (*Indemnity*) of this Agreement;

“**Demand Eligible Holder**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Demand Eligible Holder Request**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Demand Notice**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Demand Registration**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Demand Registration Statement**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Demand Requesting Holders**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Disclosure and Transparency Guidelines**” has the meaning given to it in paragraph ~~2.15~~ [2.14\(a\)](#) of Schedule 4 (*Information Rights*);

“**Down-Round Ordinary Share Issuance**” has the meaning given to it in the [Electing General Unsecured Claimholder](#) Warrant Instrument;

“**Drag Transferee**” has the meaning given to it in Clause 18.11 (*Transfers of Shares*);

“**Drag Threshold**” means:

- (a) at any time before the fifth (5) anniversary of the Emergence Date, sixty-six and two-thirds per cent (66 %) of the issued and outstanding Ordinary Shares held by the Investors;

(b) on or after the fifth (5) anniversary of the Emergence Date, fifty per cent (50%) of the issued and outstanding Ordinary Shares held by the Investors;

“**Drag-Along Investor**” means any Investor who holds or group of Investors who collectively hold ~~the Ordinary~~ Shares in an amount that constitutes at least the applicable Drag Threshold;

“**Drag-Along Notice**” has the meaning given to it in paragraph 1.1 of Part 2 of Schedule 5 (*Drag-Along*);

“**Drag-Along Sale**” has the meaning given to it in Clause 18.11 (*Transfers of Shares*);

“**Drag-Along Sale Documents**” has the meaning given to it in paragraph 1.4 of Part 2 of Schedule 5 (*Drag-Along*);

“**Drag-Along Securities**” has the meaning given to it in Clause 18.11 (*Transfers of Shares*);

“**Dragged Security Investors**” has the meaning given to it in Clause 18.11 (*Transfers of Shares*);

“**ECCA First Amendment**” means Amendment No. 1 to the Equity Conversion and Commitment Agreement dated October 28, 2021;

“**ECCA Second Amendment**” means Amendment No. 2 to the Equity Conversion and Commitment Agreement dated December 1, 2021;

“**Effectiveness Period**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Electing General Unsecured Claimholder**” has the meaning given to it in the Plan of Reorganization;

“**Electing General Unsecured Claimholder Warrant Instrument**” means the warrant instrument between the Company and certain Electing General Unsecured Claimholders, if any, relating to the issue of warrants to subscribe for shares in the Company dated on or around Emergence Date;

“**Electing General Unsecured Claimholder Warrants**” means the warrants to purchase Ordinary Shares, on the terms and subject to the conditions set forth in the Electing General Unsecured Claimholder Warrant Instrument, issued or to be issued to Electing General Unsecured Claimholders, if any, pursuant to the Plan of Reorganization;

“**Eligible Investor**” means an Investor (other than a Group Company) who holds at least two per cent (2%) of the Ordinary Shares, *provided that* such Investor qualifies as an Accredited Investor at the relevant time;

“**Eligible Warrantholder**” has the meaning given to it in the Electing General Unsecured Claimholder Warrant Instrument;

“**Emergence Date**” means the Effective Date of the Plan of Reorganization, as defined therein;

“**Emergency Funding**” means funding required:

(a) to fund one or more than one acquisition in a competitive process where, given the timing of the acquisition or bidding process, it is likely in the reasonable opinion of the Board that complying with the pre-emption mechanism at Clause 17 (*New Issues of Shares*) to obtain the required capital would prevent the acquisition from being made;

- (b) to avoid any Group Company experiencing a material liquidity shortfall, including any liquidity shortfall that would result in a breach of any liquidity-based covenant in any Financing Document;
- (c) where there has occurred and is continuing an event of default under any Financing Document where such event of default has not been waived by the relevant provider(s) of the finance and in the reasonable opinion of the Board the Emergency Funding Issuance is necessary to cure the event of default;
- (d) where, in the reasonable opinion of the Board, there is likely to occur an event of default under any Financing Document and the Emergency Funding Issuance is, in the reasonable opinion of the Board, necessary to avoid the event of default occurring; or
- (e) to avoid any other emergency affecting the assets of the Company or any Group Company that, in the reasonable opinion of the Board, causes or poses an imminent risk of causing (x) material damage to the environment, (y) material damage to the property, business, equipment or facilities of the Company or any other Group Company or the Group as a whole, or (z) serious injury to or death of any person.

“**Emergency Funding Issuance**” has the meaning given to it in Clause ~~14~~ ~~(Exit)~~ 17.3(a) (New Issues of Shares);

“**Enhanced Investor Consent**” or “**Enhanced Investor Direction**” means a consent or direction (subject to Clause 44 (United Matters));

- (a) in writing to the relevant Group Company from each Principal Investor or such Principal Investor’s appointed Investor Director (including by way of e-mail); or
- (b) from each of the Principal Investors by signing a written resolution of the shareholders of the Company approving the relevant transaction or matter,

and provided, in each case, that the consent or direction is expressly referred to as an Enhanced Investor Consent or Enhanced Investor Direction (as applicable);

“**Equity Conversion and Commitment Agreement**” means the equity conversion and commitment agreement between, amongst others, Avianca Holdings S.A. and the Original Principal Investors dated 1 September 2021, as such agreement may be amended, amended and restated, supplemented, novated or replaced from time to time;

“**Excess Relevant Securities**” has the meaning given to it in Clause 17.1 (*New Issues of Shares*);

“**Exchange Act**” means the United States Securities Exchange Act of 1934, as amended;

“**Exchange Listing**” has the meaning given to it in Clause 11.1 (*Exchange Listing*);

“**Exercise**” has the meaning given to it in the United Warrant Instrument;

“**Exit**” means a Sale, Asset Sale, IPO or Winding Up;

“**Family Member**” means, in relation to an Investor, such Investor’s spouse or civil partner (provided they are not estranged or legally separated) and/or any one or more of his children (including step children) who are at least 18 years of age;

“**Family Transferee**” means, in relation to any Investor, a Family Member of such Investor or the trustees of a Family Trust set up wholly for the benefit of such Investor and/or his Family Members;

“**Family Trust**” means, in relation to an Investor, a trust or settlement set up wholly for the benefit of that person and/or his Family Members;

“**Financing Documents**” means the agreements (including facility, inter-creditor and security agreements and any ancillary documents) pursuant to which Debt Finance providers make available Debt Finance to any Group Company including (i) the Secured RCF Documents and (ii) the Chapter 11 Exit Facility Documents (in each case, as may be amended, amended and restated, supplemented, novated or replaced from time to time) and the agreements for any refinancing or replacement thereof;

“**General Unsecured Avianca Claim**” has the meaning given to it in the Plan of Reorganization;

“**GRI Capital**” means the following accounts and funds managed by GRI Capital (i) GRI Investments Inc., (ii) The Rossy Foundation, (iii) 3457745 Canada Inc., (iv) The Leonard T. Assaly Family Foundation, (v) The David Family Foundation and (vi) 12353296 Canada Inc.;

“**Group**” means the Company and any New Holding Company and any direct or indirect subsidiary undertaking of the Company or any New Holding Company from time to time and references to “**Group Company**” and “**member of the Group**” shall be construed accordingly;

“**Holder Majority**” means Investors holding Shares representing more than fifty per cent (50%) of the issued and outstanding Ordinary Shares.

“**Holding Companies**” means the Company and any New Holding Company and “**Holding Company**” shall mean any one of them;

“**Independent Director**” has the meaning given to it in Clause 5.5 (*Independent Directors*);

“**Investment Fund**” means any person, trust, or fund holding ~~shares~~equity or other securities for investment purposes;

“**Investor**” means:

- (a) each of the Principal Investors for so long as they hold any Shares;
- (b) each of the Other Equity Holders for so long as they hold any Shares;
- (c) any Investor Affiliate for so long as it holds any Shares; and
- (d) any other person who undertakes to perform the obligations of an Investor (including as a Principal Investor) under a Deed of Adherence for so long as it holds any Shares,

and “**Investors**” shall be construed accordingly;

“**Investor Affiliate**” means, in relation to an Investor:

- (a) any affiliate Controlled by, Controlling, or under common Control with such Investor (excluding any portfolio company thereof);
- (b) any Investment Fund:
 - (i) of that Investor (or any group undertaking of, or any (direct or indirect) Controlling shareholder of, that Investor);
 - (ii) of that Investor’s (or any group undertaking of that Investor’s) general partner, trustee, nominee, manager or adviser;

(iii) managed or advised by that Investor's manager or adviser or by any group undertaking of, or any (direct or indirect) shareholder in, or entity under common Control with, or affiliate of, that manager or adviser;

(iv) that is a limited partner of that Investor (or of any manager or adviser of or to that Investor) provided that:

(A) such Investment Fund is a bona fide investment fund and was not formed for the specific purpose of investing in the Company; or

(B) in the case of Acceleration Investments III, LP, such Investment Fund is a bona fide aggregator vehicle specifically formed to hold a limited partner interest in the Investor on behalf of multiple investment funds, none of which were formed for the specific purpose of investing in the Company;

(c) any group undertaking of that Investor, or of that Investor's general partner, trustee, nominee, manager or adviser (excluding any portfolio company thereof); or

(d) any general partner, trustee, nominee, operator, arranger or manager of, adviser to, that Investor, or of, to or in any Investment Fund referred to in (a) above or of, to or in any group undertaking referred to in (b) above;

"Investor Consent" means a Standard Investor Consent or an Enhanced Investor Consent as applicable;

"Investor Direction" means a Standard Investor Direction or an Enhanced Investor Direction as applicable;

"Investor Director" has the meaning given to it in Clause 5.3(a) (*Rights of the Principal Investors to appoint and remove Investor Directors*);

"Investor Indemnitors" has the meaning given to it in Clause 5.7(e) (*Indemnity*);

"IPO" means the admission of the whole of any class of the issued share capital of any Holding Company to trading on a regulated market or other recognised investment exchange in the United Kingdom or on a national securities exchange in the United States provided that such term shall not include an Exchange Listing;

"Kingsland" has the meaning given to it in Clause 3.3 (*Kingsland International Group, S.A.*);

"Kingsland Group" has the meaning given to it in Clause 3.3 (*Kingsland International Group, S.A.*);

"Legal Requirement(s)" means any statutes, laws (statutory or common), ordinances, rules, regulations, codes, policies enacted, adopted or promulgated by any governmental authority and any order of a court or arbitral tribunal that is binding on the relevant person;

"Management Information Package" has the meaning given to it in paragraph ~~2.15~~2.14(b) of Schedule 4 (*Information Rights*);

"Material Investor" means each Investor from to time holding Shares representing more than two per cent (2%) of the issued and outstanding Ordinary Shares;

"New Holder" has the meaning given to it in Part 1 of Schedule 5 (*Tag-Along*);

"New Holding Company" means any new holding company of the Company, formed for the purpose of facilitating a Reorganisation Transaction, the Exchange Listing or an IPO (that in

each case has received the requisite Investor Consent pursuant to the terms of this Agreement) (excluding any holding company that owns an interest in the Company which is a special purpose vehicle utilised by the Investors (and not any other Security Holder) to facilitate their direct or indirect investment in the Group);

“**New Issue**” means a new issue of Shares following the Emergence Date in accordance with Clause 14 (*Exit*);

“**Non-Material Subsidiary**” means any direct or indirect subsidiary of the Company the revenues, assets or liabilities of which constitute less than three and one-half per cent (3.5%) of the aggregate consolidated gross revenues, assets or liabilities, as applicable, of the Group for the immediately preceding fiscal year;

“**Non-Selling Investor**” means:

- (a) in respect of a Principal Investor Tag Transfer, a Principal Investor who is not a Selling Investor; and
- (b) in respect of a Tag-Along Sale, an Investor who is not a Selling Investor;

“**Non-Transferring Investor**” has the meaning given to it in Clause 19 (*Right of First Refusal*);

“**Non-Transferring Investor Excluded Information**” has the meaning given to it in Clause 19.3 (*Right of First Refusal*);

“**Notice**” has the meaning given to it in Clause 41.1 (*Form of Notice*);

“**Observer**” has the meaning given to it in Clause 5.8 (*Board Observers*);

“**Ordinary Shares**” means the ordinary shares in the Company each with par value \$0.0001;

“**Original Principal Investor Ordinary Shares**” means, as of any time of determination, the Ordinary Shares held by all Original Principal Investors ~~from time to time~~; as of such time; provided that, subject to the limitations set forth in Clause 44 (*United Matters*), Original Principal Investor Ordinary Shares shall be deemed to include the United Warrant Shares held by United as of such time;

“**Other Business**” shall have the meaning given to it in Clause ~~20~~20 (*Investment*);

“**Other Equity Holder**” means each Original Other Equity Holder, each Additional Other Equity Holder, and any other person who undertakes to perform the obligations of an Other Equity Holder under a Deed of Adherence, in each case for so long as it holds any Shares;

“**Outgoing Principal Investor**” has the meaning given to it in Clause 3.2 (*Termination of Appointment of Principal Investors*);

“**Permitted Amendment**” has the meaning given to it in Clause 30.1 (*Variations to Transaction Documents*);

“**Permitted Finance Disclosee**” means, in respect of any person, its lenders, proposed lenders and other financing parties of such person;

“**Piggyback Eligible Holders**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Piggyback Notice**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Piggyback Registration**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Piggyback Registration Statement**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Piggyback Request**” has the meaning given to it in Clause 12 (*Registration Rights*);

“**Plan of Reorganization**” means the ~~[third] amended joint plan of reorganization filed by the Debtors on [15 September]~~Further Modified Joint Chapter 11 Plan of Avianca Holdings S.A. and its Affiliated Debtors dated October, 24 2021 (as amended and/or supplemented from time to time in accordance with the terms thereof), as confirmed by the U.S. Bankruptcy Court on ~~[]~~November 2, 2021;⁺

“**Plan Supplement**” has the meaning given to it in the Plan of Reorganization;

“**Principal Investor**” means:

- (a) an Original Principal Investor;
- (b) if applicable, any Additional Principal Investor; and
- (c) any person who adheres to this Agreement from time to time as a Principal Investor pursuant to a Deed of Adherence or a Principal Investor Deed of Adherence in accordance with this Agreement;

“**Principal Investor Deed of Adherence**” has the meaning given to it in Clause 3 (*Principal Investor Appointment*);

“**Principal Investor Tag Transfer**” has the meaning given to it in Clause 18.10 (*Transfers of Shares*);

“**Refinancing**” means any raising of Debt Finance or refinancing of any existing debt or equity financing arrangements of the Group;

“**Registration Expenses**” has the meaning given to it in Clause 26.2 (*Registration and Related Costs*);

“**Relevant Entitlement**” means:

- (a) with respect to any Eligible Investor, such percentage of the Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*) as is equal to a fraction (expressed as a percentage) (i) the numerator of which shall be the number of Ordinary Shares held by such Eligible Investor immediately prior to such proposed issuance and (ii) the denominator of which shall be the number of Ordinary Shares held by all Eligible Investors immediately prior to such proposed issuance; and
- (b) in the event any issuance of Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*) would constitute a Down-Round Ordinary Share Issuance, with respect to any Eligible Investor or Eligible Warrantholder, as applicable, such percentage of the Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*) as is equal to a fraction (expressed as a percentage) (i) the numerator of which shall be the number of Ordinary Shares held by such Eligible Investor or Eligible Warrantholder, as applicable, immediately prior to such proposed issuance and (ii) the denominator of which shall be the number of Ordinary Shares held by all Eligible Investors and Eligible Warrantholders immediately prior to such proposed issuance; *provided* that, for purposes of the calculations set forth in this clause (b), it shall be assumed that each Eligible

⁺ ~~Note: Language to be updated in execution version, if necessary, to reflect final version of the Plan of Reorganization confirmed by the Bankruptcy Court.~~

Warrantholder has exercised all of its outstanding Subscription Rights in full (for cash pursuant to Clause 6.2(a)(i) of the Electing General Unsecured Claimholder Warrant Instrument) prior to such Down-Round Ordinary Share Issuance and that each Eligible Warrantholder holds the Ordinary Shares issuable in connection with the exercise of such Subscription Rights;

provided further that, for purposes of the foregoing clauses (a) and (b),

(A) an Eligible Investor's Relevant Entitlement may instead be subscribed for by that Eligible Investor's Investor Affiliate (subject to such Investor Affiliate qualifying as an Accredited Investor at the relevant time) ~~and~~;

(B) in the case of the Kingsland Group, any member of the Kingsland Group may assign its Relevant Entitlement to any other member of the Kingsland Group or any of their respective Investor Affiliates (subject to such member of the Kingsland Group or Investor Affiliate qualifying as an Accredited Investor at the relevant time); and

(C) for as long as there are any unexercised United Warrants outstanding, (1) United shall be deemed an Eligible Investor and (2) for purposes of the calculations set forth in clauses (a) and (b), it shall be assumed that United is the holder of the United Warrant Shares prior to such proposed issuance of Relevant Securities.

“**Relevant Securities**” has the meaning given to it in Clause 17.1 (*New Issues of Shares*);

“**Reorganisation Transaction**” means a solvent reorganisation of the Company or the Group by any means, including the acquisition of the Company by a New Holding Company or any other reorganisation of the Company or the Group involving the Company's or the Group's share or debt capital (including the conversion, consolidation, sub-division or redesignation (as appropriate) of the Shares) and which may involve the exercise of the rights set out in Clause 15 (*Reorganisation Transactions*);

“**Replacement Securities**” has the meaning given to it in Clause 15.2 (*Reorganisation Transactions*);

“**Representatives**” means, in respect of any person, its partners, officers, employees, professional advisers, auditors and other representatives of such person;

“**ROFR Expiry Date**” has the meaning given to it in Clause 19 (*Right of First Refusal*);

“**ROFR Notice**” has the meaning given to it in Clause 19 (*Right of First Refusal*);

“**ROFR Offer**” has the meaning given to it in Clause 19 (*Right of First Refusal*);

“**ROFR Shares**” has the meaning given to it in Clause 19 (*Right of First Refusal*);

“**Sale**” means the sale or Transfer of Shares to one or more persons as part of a single transaction or a series of related transactions (other than (i) as part of a Reorganisation Transaction or (ii) the Transfer by an Investor to an Investor Affiliate) which results in such persons (together with any person connected with or acting in concert with such persons) being entitled to exercise a Controlling Interest, whether through merger, consolidation, share exchange, business combination; ~~sale or disposition of assets or otherwise~~ or through any other form of equity transaction;

“**Secured RCF**” means the secured revolving credit facility made available to the Company pursuant to the Secured RCF Documents;

“**Secured RCF Documents**” means that certain Credit and Guaranty Agreement, dated as of 31 August 2018, by and among Aerovías del Continente Americano S.A. Avianca, as borrower, Avianca Holdings S.A. and Tampa Cargo S.A.S., as guarantors, Citibank N.A. as collateral agent and administrative agent, and the lenders party thereto and any Loan Documents (as defined therein), in each case, as amended, restated, modified, and/or supplemented in accordance with the Plan of Reorganization and the amendment included in the Plan Supplement on the Emergence Date, and from time to time thereafter;

“**Securities Act**” means the U.S. Securities Act of 1933, as amended;

“**Security Holder**” means any person, other than a Group Company, holding Shares;

“**Selling Investor**” has the meaning given to it in Clause 18.10 (*Transfers of Shares*);

“**Share Capital Table**” means the document appended to this Agreement setting out (i) the fully diluted share capital structure of the Company and (ii) the number, class and subscription amounts of Ordinary Shares issued to each of the Investors, in each case as at the Emergence Date;

“**Shareholders**” means the holders of Shares and “**Shareholder**” means any one of them;

“**Shares**” means the Ordinary Shares and any other shares of any class or series of capital stock or series of any securities or rights convertible into or exercisable or exchangeable for shares of any class or series of capital stock (or which are convertible into or exercisable or exchangeable for any security which is, in turn, convertible into or exercisable or exchangeable for shares of any class or series of capital stock) of the Company or any other Group Company (including any preference shares and any shares that carry a fixed return on profits, capital or otherwise) from time to time, including the Warrants, in each case having the rights and being subject to the restrictions set out in this Agreement and the Transaction Documents and “**Share**” means any one of them;

“**Standard Investor Consent**” or “**Standard Investor Direction**” means:

- (a) in the event that no Additional Principal Investors have been appointed at that time, a consent or direction (as the case may be) given in writing to the relevant Group Company by at least two (2) Principal Investors together holding a majority of the issued and outstanding Ordinary Shares held by the Principal Investors at that time; or
- (b) in the event that at least one Additional Principal Investor has been appointed at that time, a consent or direction (as the case may be) given in writing to the relevant Group Company by at least three (3) Principal Investors together holding a majority of the Ordinary Shares held by the Principal Investors;

“**Subscription Rights**” has the meaning given to it in the Electing General Unsecured Claimholder Warrant Instrument;

“**Surviving Provisions**” means Clauses 1 (*Definitions and Interpretation*), 24 (*Announcements*), 25 (*Confidentiality*), 28 (*Relationship of Agreement to Transaction Documents*), 29 (*Duration*) to 43 (*Governing Law and Jurisdiction*) (inclusive);

“**Tag Completion**” has the meaning given to it in paragraph 1.4 of Part 1 of Schedule 5 (Tag-Along);

“**Tag Expiry Date**” has the meaning given to it in paragraph 1.2 of Part 1 of Schedule 5 (Tag-Along);

“**Tag Transferee**” has the meaning given to it in Clause 18.10 (*Transfers of Shares*);

“Tag Price” has the meaning given to it in paragraph 1.1 of Part 1 of Schedule 5 (Tag-Along);

“Tag-Along Documents” has the meaning given to it in paragraph 1.4 of Part 1 of Schedule 5 (Tag-Along);

“Tag-Along Offer” means:

- (a) in relation to a Principal Investor Tag Transfer, the offer required to be made by the Selling Investor(s) to each Principal Investor in accordance with Clause 18.10(a) (*Transfers of Shares*); and
- (b) in relation to a Tag-Along Sale, the offer required to be made to all Investors in accordance with Clause 18.10(b) (*Transfers of Shares*);

“Tag-Along Sale” has the meaning given to it in Clause 18.10 (*Transfers of Shares*);

“Transaction Documents” means this Agreement, the documents constituting the Shares (including the Warrants Instrument), the constitutional documents of the Group Companies and, in each case, all documents referred to therein, including the Articles;

“Transfer” means, in relation to any Shares, to:

- (a) sell, assign, transfer or otherwise dispose of them or any interest in them (including the grant of any option over or in respect of them);
- (b) direct (by way of renunciation or otherwise) that another person should, or assign any right to, receive them or any interest in them;
- (c) enter into any agreement in respect of the voting, economic or any other rights attached to them (other than by way of proxy for a particular shareholder meeting); or
- (d) agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing;

provided that the creation or permission to subsist of any security interest over any such Shares, including the use of any such Shares as collateral for the purposes of any legal or equitable security interest or share pledge, or any total return swap, contract for difference, or any other derivative financing, shall not constitute a Transfer; provided further that enforcement of such security interest or collateral shall constitute a Transfer (and “Transferred” shall be construed accordingly);

“Transferring Investor” has the meaning given to it in Clause 19 (*Right of First Refusal*);

“Transferring Investor Excluded Information” has the meaning given to it in Clause 19.3 (Right of First Refusal);

“Undisturbed Ordinary Shares” has the meaning given to it in Clause 3.2 (*Termination of Appointment of Principal Investors*);

~~“U.S. Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York or any other court having jurisdiction over the Chapter 11 Cases;~~

“United” means United Airlines, Inc.;

~~[“United Warrant Instrument” means the warrant instrument relating to the issue of warrants to subscribe for shares in~~by the Company ~~to United~~ dated ~~[] 2021~~on or about the date hereof;

“United Warrants” means the warrants to purchase Ordinary Shares, on the terms and subject to the conditions set forth in the United Warrant Instrument, issued or to be issued to ~~Electing General Unsecured Claimholders, if any,~~ United pursuant to the ~~Plan of Reorganization;~~² ECCA First Amendment;

“United Warrant Shares” means the Ordinary Shares to be issued to United on exercise of the United Warrants subject to the United Warrant Instrument;

“U.S. Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York or any other court having jurisdiction over the Chapter 11 Cases;

“Warrant Instrument” means each of the Electing General Unsecured Claimholder Warrant Instrument and the United Warrant Instrument;

“Warrants” means each of the Electing General Unsecured Claimholder Warrants and the United Warrants;

“Wholly Owned Subsidiaries” means Group Companies that are (directly or indirectly) wholly owned by a Holding Company; and

“Winding Up” means a voluntary or involuntary distribution pursuant to a winding up, dissolution or liquidation of the Company or any New Holding Company (including following an Asset Sale).

- 1.2 The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement.
- 1.3 Unless the context otherwise requires, words and expressions defined in the Articles and words and expressions defined in or having a meaning provided by the Act shall have the same meaning in this Agreement, including references to a **“company”**, **“holding company”**, **“subsidiary”**, **“parent undertaking”**, **“group undertaking”** and **“subsidiary undertaking”**.
- 1.4 Unless the context otherwise requires, or as expressly defined otherwise, references in this Agreement to:
- (a) any of the masculine, feminine and neuter genders shall include other genders;
 - (b) the singular shall include the plural and vice versa;
 - (c) a person shall include a reference to any natural person, body corporate, unincorporated association, partnership, firm and trust;
 - (d) **“employee”** and **“employees”** shall be deemed to include workers, consultants and non-executive directors;
 - (e) any statute or statutory provision shall be deemed to include any instrument, order, regulation or direction made or issued under it and any reference to any statute, statutory provision, regulations or rules of any regulatory body shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated, re-enacted or replaced except to the extent that any amendment or modification made after the date of this Agreement would increase any liability or impose any additional obligation under this Agreement;

² ~~Note: In Plan B, the definition of Warrant Instrument and Warrant would also need to take into account the separate penny warrant instrument issued to the proposed 4th Principal Investor. All existing provisions of this Investment Agreement that relate to the Warrant (i.e. Clause 17.3(b)(v) and (vii) and Clause 30.1) should apply to both the Electing General Unsecured Claimholder warrant and the warrant issued to the proposed 4th Principal Investor.~~

- (f) any reference to a regulatory body or agency shall be deemed to include any successor of such regulatory body or agency and shall be construed as a reference to the same;
- (g) any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than that of England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
- (h) any time or date shall be construed as a reference to the time or date prevailing in England;
- (i) a procuring obligation, where used in relation to the Investors, the Board, the Holding Companies or the other parties to this Agreement (or any one or more of them), means that each Investor, member of the Board, Holding Company or other party (as the case may be) undertakes to exercise his or its voting rights and use any and all powers vested in him or it from time to time as a shareholder, partner, member, director, officer or employee or otherwise in or of the Company or any other member of the Group or other entity (as relevant) to ensure compliance with that obligation so far as he or it is reasonably able to do so, whether acting alone or (to the extent that he is lawfully able to contribute to ensuring such compliance collectively) acting with others;
- (j) “\$”, “USD” and “dollars” denote the lawful currency of the United States of America; and
- (k) an undertaking or procuring obligation, where used in relation to the Holding Companies, means an undertaking or procuring obligation other than to the extent that it would constitute an unlawful fetter on its statutory powers.

1.5 The headings in this Agreement are for convenience only and shall not affect its meaning. References to a Clause, Schedule or paragraph are (unless otherwise stated) to a Clause of and Schedule to this Agreement and to a paragraph of the relevant Schedule.

1.6 Where any Shares are held by a nominee, custodian or trustee for any person, that person shall (unless the context requires otherwise) be treated for the purposes of this Agreement as the holder of those Shares and references to Shares being “held by” a person, to a person “holding” Shares or to a person who “holds” any such Shares, or equivalent formulations, shall be construed accordingly.

1.7 For the purposes of calculating whether an Investor meets a holding threshold set out in this Agreement (including whether an Investor qualifies as a Material Investor or Principal Investor) and for calculating such Investor’s ownership of Shares for purposes of the Transaction Documents, including pursuant to Clause 12 (*Registration Rights*), Clause 17 (*New Issues of Shares*), including the calculation of Relevant Entitlements, Clause 18 (*Transfer of Shares*), Clause 19 (*Right of First Refusal*) and Clause 25 (*Confidentiality*), as at any time of determination (x) subject to the limitations set forth in Clause 44 (*United Matters*) United shall be treated as the holder of the United Warrant Shares as of such time of determination and (y) an Investor shall be treated as the holder of Shares held by such Investor and by its Investor Affiliates as of such time of determination (in each case subject to Clause 1.6), *provided that* a person shall not be deemed to hold Shares:

- (a) held by an Investor Affiliate where such Investor Affiliate has failed to enter into a Deed of Adherence in compliance with Clause 18.3(a) (*Transfers of Shares*) and Clause ~~20~~21 (*Deed of Adherence*);

- (b) over which such person or any of its Investor Affiliates exercises voting control pursuant to a voting trust, proxy or other similar agreement with a person that is not an Investor Affiliate of such person, or
- (c) which are owned by such person or any of its Investor Affiliates but with respect to which all or part of the economic benefits and/or risks of ownership of such Shares are conferred to any other person (other than to (x) any other Investor Affiliate of such person or (y) a limited partner of, or investor in, any such person, in its capacity as such),

and references to Shares being “**held by**” a person, to a person “**holding**” Shares or to a person who “**holds**” any such Shares, or equivalent formulations, shall be construed accordingly.

1.8 A reference to a “**connected**” person shall have the meaning attributed to it at the date of this Agreement by the Insolvency Act 1986 and “**connected with**” shall be construed accordingly. A reference to a person “**acting in concert**” shall have the meaning attributed to it at the date of this Agreement by the UK Takeover Code and “**acting in concert with**” shall be construed accordingly.

1.9 In construing this Agreement, “**including**” shall be deemed to mean “**including without limitation**”, general words introduced by the word “**other**” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

2. Effective Date

The rights and obligations of the parties pursuant to this Agreement shall be effective from the Emergence Date.

3. Principal Investor Appointment³

3.1 Appointment of Additional Principal Investors

- (a) An Original Principal Investor holding a majority of the Original Principal Investor Ordinary Shares or (as the case may be) Original Principal Investors together holding a majority of the Original Principal Investor Ordinary Shares may (but are not obliged to) appoint up to two (2) unaffiliated Other Equity Holders to be Additional Principal Investors *provided that* each such Other Equity Holder, together with its Investor Affiliates, holds at least seven and one-half per cent (7.5%) of the Ordinary Shares at the relevant time.

³. ~~Note: This provision is drafted on the basis that Plan A occurs. In a Plan B scenario, a provision should be included confirming that (i) on conversion of their warrant, the proposed 4th Principal Investor will become a Principal Investor. For the avoidance of doubt, the right to appoint two Additional Principal Investors shall remain i.e. the proposed 4th Principal Investor will not take one of these spots, but will independently become a Principal Investor. All provisions of this Investment Agreement that apply to Principal Investors shall apply equally from that date the new Principal Investor.~~

- (b) The appointment of an Additional Principal Investor pursuant to paragraph (a) of this Clause 3.1 (*Appointment of Additional Principal Investors*) shall take effect upon the later of:
 - (i) the relevant Original Principal Investor(s) notifying each other Principal Investor and the Company of the appointment; and
 - (ii) each such Other Equity Holder executing and delivering a fully valid and binding deed of adherence substantively in the form set out in Schedule 7 (*Principal Investor Deed of Adherence*) (a “**Principal Investor Deed of Adherence**”) as a Principal Investor.
- (c) If any Original Principal Investor or group of Original Principal Investors has appointed two Additional Principal Investors (the “**Original Appointees**”) pursuant to paragraphs (a) and (b) of this Clause 3.1 (*Appointment of Additional Principal Investors*), no Original Principal Investor may appoint a further Additional Principal Investor, whether or not the Original Appointees remain Principal Investors.

3.2 Termination of Appointment of Principal Investors

If any Principal Investor (in this context an “**Outgoing Principal Investor**”) together with its Investor Affiliates ceases to hold at least seven and one-half per cent (7.5%) of the issued and outstanding Ordinary Shares excluding from such calculation any Ordinary Shares issued after the date hereof in respect of which pre-emptive rights did not apply pursuant to Clause 17.3(b) (*New Issues of Shares*) (such Ordinary Shares, excluding any Ordinary Shares issued after the date hereof in respect of which pre-emptive rights did not apply pursuant to Clause 17.3(b) (*New Issues of Shares*), the “**Undisturbed Ordinary Shares**”):

- (a) that Outgoing Principal Investor will promptly (and in any event within one (1) Business Day of ceasing to hold at least seven and one-half per cent (7.5%) of the Undisturbed Ordinary Shares), notify the Company and each other Principal Investor;
- (b) that Outgoing Principal Investor will immediately and automatically, without further reference to or consent of that Outgoing Principal Investor, cease to be a Principal Investor (whether or not it has complied with its obligations under paragraph (a) above); and
- (c) the provisions of this Agreement (other than this Clause 3.2 (*Termination of Appointment of Principal Investors*)) that apply to Principal Investors will no longer apply to or include that Outgoing Principal Investor and (if and to the extent that such Outgoing Principal Investor continues to hold any Shares) such Outgoing Principal Investor will be considered an Other Equity Holder for the purposes of this Agreement.

3.3 Kingsland International Group, S.A.

The Ordinary Shares held from time to time by:

- (a) Kingsland International Group, S.A. (“**Kingsland**”);
- (b) its Recipient Tranche B Purchasers (as defined in the Equity Conversion and Commitment Agreement) who receive Ordinary Shares pursuant to the Equity Conversion and Commitment Agreement (including KHLI S.A., Acceleration Investments LP, Acceleration Investments II LP, [Acceleration Investments III LP](#) and Fratelli Investments Limited); and
- (c) GRI Capital,

and in each case their respective Investor Affiliates (together with (a) – (c) the “**Kingsland Group**”), will be aggregated for the purposes of this Agreement, including for the purpose of determining whether such Investors constitute a Principal Investor. To the extent that the Kingsland Group so constitutes a Principal Investor or reaches an ownership threshold relevant for any rights or obligations hereunder, all rights conferred on the Kingsland Group as a Principal Investor or otherwise as a shareholder meeting such threshold pursuant to the Transaction Documents shall be exercisable on behalf of all such Investors solely by Kingsland.

4. Cooperation

The Company and the Principal Investors will cooperate, on an ongoing basis, in seeking to structure, operate and / or manage the Company in a tax efficient manner (from both the tax perspective of the Company and the Principal Investors) and with a view to anticipating the issuance by any member of the Group of senior and high yield debt in a manner which provides creditors with appropriate priority and security, consistent with the tax-efficiency of the Group.

5. ~~R~~ole of the Board and Composition

5.1 Management of the Group

Subject to those matters which require Investor Consent in accordance with the terms of this Agreement or any other Transaction Document, the Board is responsible for:

- (a) the overall direction and strategic development of the Group, including pursuing the Exchange Listing; and
- (b) forming policies for conducting the business of the Group.

5.2 Board Composition

- (a) The parties agree and the Company shall procure that, with effect from the Emergence Date, the Board shall initially comprise, at a minimum, the ~~nine (9)~~ following five (5) directors:
 - (i) the CEO;
 - (ii) ~~{[], [], [] and []} being the initial~~ those persons appointed as Investor Directors ~~appointed~~ pursuant to and on the terms and conditions set out in Clause 5.3 (*Rights of the Principal Investors to appoint and remove Investor Directors*); and
 - (iii) ~~four~~ one (1) initial Independent ~~Directors~~ Director appointed pursuant to and on the terms and conditions set out in Clause 5.5 (*Independent Directors*).
- (b) The parties agree and the Company shall procure that four (4) additional Independent Directors shall be appointed pursuant to and on the terms and conditions set out in Clause 5.5 (Independent Directors) on or as soon as practicable following the Emergence Date.
- (c) ~~(b)~~ If any Additional Principal Investor is appointed as a Principal Investor on or after the Emergence Date pursuant to Clause 3.1 (*Appointment of Additional Principal Investors*), each such Additional Principal Investor may (but is not obliged

to) appoint one Investor Director ~~such that the Board shall comprise [ten (10) or eleven (11) directors (as the case may be)].~~

(d) ~~(e)~~-The parties agree and the Company shall procure that the Board shall not have more than ~~[eleven]~~twelve ~~(11)~~(12) directors at any time, unless with Enhanced Investor Consent.

(e) ~~(d)~~-Unless otherwise approved by Enhanced Investor Consent, the parties agree that at all times the Board (and any Committee (as defined in Clause 6) (*Committees of the Board*)) shall be comprised and operated in such a manner so as to ensure the Company remains solely tax resident in the United Kingdom.

(f) ~~(e)~~-The Company and each Principal Investor agree to cooperate with each other to ensure that the composition of the Board meets the condition in paragraph ~~(d)~~ (e) at all times.

(g) ~~(f)~~-Each proposal for the appointment, replacement and/or removal of the CEO as a director on the Board or of an Investor Director or Independent Director shall be notified in writing to the Company by the relevant Principal Investor and the Company shall procure that such appointment, replacement and/or removal is implemented without delay.⁴

5.3 Rights of the Principal Investors to appoint and remove Investor Directors

(a) ~~Without~~Subject to Clause 44 (United Matters) and without prejudice to any other rights that they may have but subject always to Clause ~~5.2(d)~~ 5.2(e) (*Board Composition*) and paragraphs (b) and (c) of this Clause 5.3 (*Rights of the Principal Investors to appoint and remove Investor Directors*), each Principal Investor shall, in each case by notice in writing to the Company, be entitled but not obliged to appoint to, remove from and replace on the Board, one person as a director, whom such Principal Investor shall designate as an “Investor Director” (and, together, the “Investor Directors”), and to appoint and remove any replacements thereof, *provided that* no such appointment shall be made where such appointment would be inconsistent with Clause ~~5.2(d)~~ 5.2(e) (*Board Composition*).

(b) Each Principal Investor shall retain such appointment, removal and replacement right only for so long as such Principal Investor remains a Principal Investor pursuant to the terms of this Agreement.

(c) Upon any Outgoing Principal Investor ceasing to be a Principal Investor pursuant to Clause 3.2 (*Termination of appointment of Principal Investors*), such Outgoing Principal Investor shall procure the immediate resignation and removal of its appointed Investor Director, failing which the Company and the Investors shall procure the prompt removal of such Investor Director.

5.4 Rights of the Principal Investors to appoint and remove the Chairman

(a) ~~Without~~Subject to Clause 44 (United Matters) and without prejudice to any other rights that they may have, an Original Principal Investor holding a majority of Original Principal Investor Ordinary Shares or (as the case may be) Original Principal Investors together holding a majority of the Original Principal Investor Ordinary Shares shall be entitled from time to time to nominate one of the Investor

⁴ ~~Note: This provision is drafted on the basis of Plan A. In a Plan B scenario, the proposed 4th Principal Investor would not be a Principal Investor until conversion of its warrant. Until such time, the remaining Principal Investors would be free to appoint a director in the empty board seat but would not be obliged to do so. If they chose to do so, on the proposed 4th Principal Investor becoming a Principal Investor, the Investor Director that had been appointed by the other Principal Investors would be replaced by the Principal Investor for an Investor Director of its own choosing.~~

Directors or an Independent Director as the chairman of the Board (“**Chairman**”), to require any Investor Director or Independent Director appointed to serve as Chairman pursuant to this Clause 5.4(a) (*Rights of the Principal Investors to appoint and remove the Chairman*) to cease to act as Chairman, and to appoint another Investor Director or Independent Director as Chairman.

- (b) For the avoidance of doubt, a director’s independence shall not be impugned by his or her designation as Chairman pursuant to Clause 5.4(a) (*Rights of the Principal Investors to appoint and remove the Chairman*) above.

5.5 Independent Directors

- (a) The Board will include a number of directors (each an “**Independent Director**”), each of whom, for so long as they serve as a director of the Board:
 - (i) is independent (x) under the standards established by any global exchange on which the Ordinary Shares are then listed or (y) if the Ordinary Shares are not so listed, under the standards for independent directors established by the New York Stock Exchange;
 - (ii) has no direct or indirect material relationship with any member of the Group other than membership on the Board;
 - (iii) is not, and has not been in the past five (5) years, employed by any member of the Group or any Investor;
 - (iv) does not have, and has not had in the past five (5) years, a business relationship with, and does not hold a material interest in, any member of the Group or any Investor (either directly or as a partner or shareholder), and is not a partner, shareholder, director, officer or senior employee of a person that has or had such a relationship;
 - (v) does not receive any remuneration from any member of the Group or any Investor other than his or her director’s fee and such director’s fee does not constitute a significant portion of his or her annual income;
 - (vi) does not participate in any share option or employee incentive scheme or pension of any member of the Group, other than the grant of Shares as part of compensation for the services provided as Independent Directors;
 - (vii) is not employed as an executive officer of another company where any of the Company’s executives serve on that company’s board of directors;
 - (viii) is not, nor has been at any time during the past five (5) years, affiliated with or employed by a present or former auditor of any member of the Group; and
 - (ix) is not a member of the immediate family (and is not the executor, administrator or personal representative of any such person who is deceased or legally incompetent) of any individual who would not meet any of the tests set out in Clause 5.5(a)(i) to (viii) (*Independent Directors*) above (were he or she a director of the Company).
- (b) Upon the removal of an Investor Director pursuant to Clause 5.3(c) (*Rights of the Principal Investors to appoint and remove Investor Directors*), the parties agree and the Company shall procure that such Investor Director shall be replaced by an Independent Director appointed in accordance with paragraph (c) of this Clause 5.5

(*Independent Directors*) and any subsequent replacement of such Independent Director shall also be an Independent Director appointed in the same manner.

- (c) Each Independent Director may be appointed to, removed from and replaced on the Board:
 - (i) until the occurrence of the Exchange Listing, by a majority of the Investor Directors (including, if applicable, any Investor Directors appointed by the Additional Principal Investors); and
 - (ii) following the Exchange Listing, a Holder Majority.
- (d) Each of the Investors irrevocably undertakes to attend or be represented at any general meeting, to exercise its voting rights attached to the Shares, unless such voting rights have been waived, and to vote in favour of any resolution each time as may be required to give full effect to Clause 5.2 (*Board Composition*) to this Clause 5.5 (*Independent Directors*).

5.6 CEO

- (a) The Investors and the Company shall procure that:
 - (i) the CEO is not appointed, replaced or removed without Standard Investor Consent in accordance with Clause 9.1(b) (*Conduct of Business Undertakings*) and Part 2 of Schedule 3 (*Standard Investor Consent Matters*);
 - (ii) the person serving as CEO shall be appointed to the Board for so long as such person is the CEO;
 - (iii) subject always to Clause 9.1 (*Conduct of Business Undertakings*), day-to-day management and operations of the Group are delegated to an executive committee comprising the CEO and such persons (not being Board members) that are appointed to the committee on the recommendation of the CEO, the terms of reference and proceedings of which shall be determined by the CEO from time to time; and
 - (iv) if the CEO does not voluntarily resign from his or her role as a director on the Board immediately following termination of his or her service or employment contract, the CEO shall be promptly removed from the Board as a director.

5.7 Indemnity

- (a) The Company shall indemnify and hold harmless each person (including each Investor Director) that is or was serving as a director or officer of the Company or any other Group Company (each a “**D&O Indemnified Person**”) to the fullest extent permitted under applicable law, on the terms set out in the Deed of Indemnity or otherwise on terms approved by the Board and with Standard Investor Consent. For purposes of this Agreement, the term “officer” and, accordingly, “D&O Indemnified Person”, shall include any “Insured Person” under and as defined in the directors and officers liability insurance policy for the Group in effect as of the date of this Agreement and any other person with similar responsibilities with respect to the Group Companies as any of the foregoing persons who may be designated by the CEO (in his sole discretion) from time to time.
- (b) The right to indemnification conferred in Clause 5.7(a) (*Indemnity*) shall not be deemed exclusive of any other right which any D&O Indemnified Person may have or hereafter acquire under any statute, agreement, applicable law, or otherwise. At

all times following the Emergence Date, the Company and the Investors shall use their respective commercially reasonable efforts to ensure that the Articles provide for indemnification in line with this Clause 5.7 (*Indemnity*) and exculpation of each D&O Indemnified Person to the fullest extent permitted under applicable law.

- (c) The Company shall, at its own expense, purchase and maintain in effect a directors and officers liability insurance policy on customary terms in respect of any insurable liability of the D&O Indemnified Persons in their capacity as such.
- (d) Notwithstanding anything contained herein to the contrary, any indemnity shall be provided out of and to the extent of the Company's assets only, and no Investor shall have personal liability on account thereof nor be required to make any capital contributions to the Company to help satisfy such indemnity of the Company.
- (e) The Company hereby acknowledges that the Investor Directors may have certain rights to indemnification, advancement of expenses and/or insurance provided by the Investors and certain of their respective Investor Affiliates ("**Investor Indemnitors**"). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to such persons are primary and any obligation of the Investor Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such persons are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by such persons and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Articles (or any other agreement between the Company and such persons), without regard to any rights such persons may have against the Investor Indemnitors, and (iii) that it irrevocably waives, relinquishes and releases the Investor Indemnitors from any and all claims against the Investor Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Investor Indemnitors on behalf of such persons with respect to any claim for which such persons have sought indemnification from the Company shall affect the foregoing and the Investor Indemnitors shall be subrogated to the extent of such advancement or payment to all of the rights of recovery of such persons against the Company.

5.8 Board Observers

- (a) For as long as it remains a Principal Investor in accordance with the terms of this Agreement, each Original Principal Investor shall be entitled to send one observer to attend and speak at, but not vote at, any meetings of the Board (each an "**Observer**" and together the "**Observers**").
- (b) Unless varied pursuant to Enhanced Investor Consent, the Company agrees that the Observers may participate fully in discussions of all matters brought to the Board for consideration, but in no event shall any Observer:
 - (i) be deemed to be a member of the Board;
 - (ii) **be deemed to be an officer or a member of the management of the Company (or perform managerial functions and activities);**
 - (iii) ~~(ii)~~ have or be deemed to have, or otherwise be subject to, any duties (fiduciary or otherwise) to any Group Company or its shareholders; or
 - (iv) ~~(ii)~~ have the right to propose or offer, or vote on, any motions or resolutions to the Board.

- (c) Unless an Observer provides notice in writing to the Company that the Observer does not wish to receive such information, the Company shall provide to each Observer copies of all notices, minutes, consents and other materials that it provides to Board members (collectively, “**Board Materials**”), including any draft versions, proposed written consents, and exhibits and annexes to any such materials at the same time and in the same manner as such information is delivered to the Board members. Notwithstanding anything in this Clause 5.8 (*Board Observers*) to the contrary, the Company may exclude the Observers from access to any Board Materials, meeting or portion thereof if the Board concludes, acting in good faith, that such exclusion is reasonably necessary to preserve the solicitor-client or litigation privilege between the Company and its counsel (*provided that* any such exclusion shall only apply to such portion of such material or meeting which would be required to preserve such privilege).
- (d) An Observer may be required by the relevant Group Company to agree to a confidentiality undertaking on terms acceptable to the Principal Investor who has appointed such Observer (acting reasonably).

5.9 Where an Investor Director is removed by his or her appointing Principal Investor or otherwise vacates office as a Director, such appointing Principal Investor shall indemnify and hold the Company harmless from and against all expenses, liabilities, or losses suffered or incurred in respect of, arising out of, or in any way connected with such Investor Director’s removal or vacation from office.

6. Committees of the Board

The Board may, by means of a board resolution, delegate any of their powers to a committee of the Board (“**Committee**”). The Board shall set the scope of the Committees’ terms of reference, including, further to Clause ~~5.2(d)~~ 5.2(e) (*Board Composition*), such restrictions as may be determined by the Board from time-to-time with respect to maintaining the UK tax residency of the Company.

7. Board Quorum Requirements

7.1 Subject to Clause 7.2 (*Board Quorum Requirements*), the quorum necessary for the transaction of any business of the Board shall be the presence at all times during the meeting of:

- (a) two (2) directors, including for these purposes any Investor Director; and
- (b) each Investor Director.

7.2 If a quorum is not present at any meeting of the Board at any time when business is considered, then such meeting shall be adjourned for two (2) Business Days, on the basis that it shall be reconvened on the relevant day at the same time and place. No more than one such adjournment may be made in respect of a meeting. The required quorum at the adjourned meeting shall be a majority of the then serving directors on the Board, including at least one (1) Investor Director for so long as an Investor Director remains in office.

7.3 Where no Investor Director remains in office, the quorum necessary for the transaction of any business of the Board shall be the minimum as is required by applicable law and/or the Articles.

8. Proceedings and Voting at Meetings

8.1 Board Meetings

The provisions of Part 1 of Schedule 2 (*Board Proceedings and Voting*) shall apply to proceedings of the Board, subject at all times to Clause ~~5.2(d)~~ 5.2(e) (*Board Composition*).

8.2 General Meetings and Votes of Members

The provisions of Schedule 2 (*General Meetings*) shall apply to the proceedings at general meetings, and in respect of votes of members, of the Company.

9. Conduct of Business (Investor Consents and Investor Directions)

9.1 Conduct of Business Undertakings

Each of the Holding Companies undertakes to the Investors to:

- (a) not effect any of the matters set out in Part 1 of Schedule 3 (*Enhanced Investor Consent Matters*) without Enhanced Investor Consent;
- (b) not effect any of the matters set out in Part 2 of Schedule 3 (*Standard Investor Consent Matters*) without Standard Investor Consent; and
- (c) procure that each other Group Company (i) not effect any of the matters set out in Part 1 of Schedule 3 (*Enhanced Investor Consent Matters*) without Enhanced Investor Consent and (ii) not effect any of the matters set out in Part 2 of Schedule 3 (*Standard Investor Consent Matters*) without Standard Investor Consent;

provided that, notwithstanding anything to the contrary in this Agreement, no Investor Consent shall be required for any Group Company to effect any of the matters expressly contemplated by the Plan of Reorganization.

9.2 Information to be Supplied for Investor Consents or Investor Directions

The Company shall supply to the Principal Investors and each Investor Director all information and documentation reasonably necessary to allow proper consideration to be given, over a reasonable advance period, to any proposed transaction or matter upon which an Investor Consent is sought or an Investor Direction required.

10. Provision of Information

10.1 Regular Reporting Obligations

The Company shall provide, grant access, make available or deliver (or procure the delivery) on an ongoing basis:

- (a) to each Investor, including each Principal Investor, quarterly and annual financial and operating statements and annual audited financial statements of the Group on a consolidated basis prepared in accordance with International Financial Reporting Standards (IFRS); and
- (b) to each Principal Investor, to the extent not already provided in accordance with (a) above, copies of the financial reports and information about the Group at the time and in the form listed in Schedule 4 (*Information Rights*).

10.2 Regulatory Reporting Obligations

Subject to Clause 25 (*Confidentiality*), the Company and the Investors shall use reasonable endeavours to each provide to the other, on an on-going basis, to the extent reasonably available and permitted by applicable Legal Requirements, copies of all information reasonably required and reasonably available to them to complete regulatory analyses pertinent to the Group's operations; *provided, that* no Investor shall be required to provide to the Company any documentation or other information that such Investor has reasonably determined would be reasonably likely to violate applicable Legal Requirements, including antitrust or merger control laws and data protection laws, rules or regulations, cause forfeiture of attorney-client privilege or attorney work-product privilege, or violate the confidentiality provisions of any contract to which such Investor is a party, except insofar as disclosure is made to a governmental or other regulatory authority that is required to provide confidential treatment to such information, including personal identifiable information; *provided, further, that* such Investor shall use its reasonable best efforts to cause such information to be provided in a manner that would not result in such violation or forfeiture.

10.3 Information on Request

Upon reasonable notice from any Principal Investor to the Company:

- (a) the Company shall (and shall procure that each other relevant Group Company shall) during business hours, allow such Principal Investor or its representatives, without charge, to:
 - (i) inspect and take copies of the Group's property or business records; and
 - (ii) discuss the affairs, finances and accounts of the Group with its officers, employees and Auditors,

in each case for the purpose of:

- (A) auditing or valuing any Group Company;
- (B) preparing its own accounts or tax returns;
- (C) monitoring its investment; or
- (D) any other reasonable purpose.

11. Exchange Listing

11.1 Within six (6) months of the Emergence Date, the Principal Investors shall (acting by Standard Investor Direction) request (the "**Listing Request**") that the Company files the applicable registration statement with the Commission under the Exchange Act and submits an application to list its Ordinary Shares or Replacement Securities (or depositary receipts in respect Ordinary Shares or Replacement Securities) on (i) the London or New York Stock Exchange or (ii) an alternative single global exchange approved by Standard Investor Consent (the "**Exchange Listing**").

11.2 Following receipt of the Listing Request, the Company shall use its reasonable best efforts to effect the Exchange Listing and the effectiveness of such registration statement:

- (a) as promptly as practicable, but in any event no later than nine (9) months after the date of the Listing Request (the "**Listing Deadline**"); and
- (b) on terms and conditions suitable for a successful direct listing and reasonably acceptable to a Holder Majority,

provided that the Listing Deadline may be extended with the prior written approval of a Holder Majority to a date that is no later than eighteen (18) months after the date of the Listing Request.

11.3 All parties agree to take such action, and to procure that such action is taken, as is reasonably requested by the Board or the Principal Investors to achieve the Exchange Listing including:

- (a) appointing professional and corporate finance advisers approved by Standard Investor Consent for and on behalf of the Company (and/or relevant Group Company);
- (b) assisting in the production and negotiation of such documentation as is required to effect the Exchange Listing; and
- (c) giving such cooperation and assistance as the Company or the Principal Investors reasonably request.

12. Registration Rights

12.1 Demand Registration

- (a) At any time after the six (6) month anniversary of an Exchange Listing, upon written notice to the Company (a “**Demand Notice**”) delivered by one or more Investors who together own at least ten per cent (10%) of the Ordinary Shares (the “**Demand Requesting Holder(s)**”) requesting that the Company effect the registration (a “**Demand Registration**”) under the Securities Act (other than pursuant to a registration statement on Form F-4, Form S-4 or Form S-8 or any similar or successor form under the Securities Act) of any or all of the Shares held by such Demand Requesting Holder(s), the Company shall promptly (but in any event, not later than five (5) Business Days following the Company’s receipt of such Demand Notice) give written notice of the receipt of such Demand Notice to all other Investors that, to its knowledge, hold Shares (each, a “**Demand Eligible Holder**”).
- (b) The Company shall, within forty-five (45) days following the receipt of such Demand Notice, file the appropriate registration statement (the “**Demand Registration Statement**”) and use its reasonable best efforts to effect, at the earliest practicable date, the registration under the Securities Act and under the applicable state securities laws of:
 - (i) the Shares that the Company has been so requested to register by the Demand Requesting Holder(s) in the Demand Notice;
 - (ii) all other Shares of the same class or series as those requested to be registered by the Demand Requesting Holder(s) that the Company has been requested to register by the Demand Eligible Holders by written request (the “**Demand Eligible Holder Request**”) given to the Company within twenty (20) days following the receipt of such Demand Notice; and
 - (iii) any Shares to be offered and sold by the Company;in each case subject to Clause 12.1(f) (*Demand Registration*), to permit the disposition (in accordance with the intended methods of disposition) of the Shares to be so registered.
- (c) The Company shall not be obligated to effect more than three (3) Demand Registrations.
- (d) The Company shall use its reasonable best efforts to have the Demand Registration

Statement declared effective by the Commission and, for the lesser of (i) the period of time necessary for the underwriters or applicable Investors to sell all of the Shares covered by such Demand Registration Statement and (ii) 180 days (the “**Effectiveness Period**”), to keep the Demand Registration Statement continuously effective (including by filing with the Commission a post-effective amendment or a supplement to the Demand Registration Statement or the related prospectus or any document incorporated therein by reference or by filing any other required document or otherwise supplementing or amending the Demand Registration Statement, in each case, if required by the rules, regulations, or instructions applicable to the registration form used by the Company for such Demand Registration Statement or by the Securities Act, any state securities or “blue sky” laws, or any other rules and regulations thereunder or if otherwise necessary).

- (e) A Demand Registration requested pursuant to this Clause 12 (*Registration Rights*) shall not be deemed to have been effected:
- (i) if the Demand Registration Statement is withdrawn without becoming effective;
 - (ii) if the Demand Registration Statement has not been declared effective or does not remain effective in compliance with the provisions of the Securities Act and the applicable laws of any state or other jurisdiction applicable to the disposition of the Shares covered by such Demand Registration Statement for the Effectiveness Period;
 - (iii) if, after it has become effective, such Demand Registration Statement is subject to any stop order, injunction, or other order or requirement of the Commission or other governmental or regulatory agency or court for any reason other than a violation of applicable law solely by any Selling Investor and has not thereafter become effective;
 - (iv) in the event of an underwritten offering, if the conditions to closing specified in the underwriting agreement entered into in connection with such registration are not satisfied or waived other than by reason of wrongful act or omission by a Selling Investor; or
 - (v) if the Company does not include in the applicable Demand Registration Statement any Shares held by an Investor that are required by the terms hereof to be included in such Demand Registration Statement.
- (f) If Demand Requesting Holder(s) intend to distribute the Shares covered by a Demand Registration by means of an underwritten offering and the managing underwriters of such underwritten offering advise the Company that, in their reasonable view, the number of Shares proposed to be included in such offering (including Shares requested by Investors to be included in such offering and any Shares that the Company or any other person proposes to be included) exceeds the number of Shares that can be sold in such underwritten offering or the number of Shares proposed to be included in such Demand Registration would adversely affect the price per Share proposed to be sold in such underwritten offering (in either situation, the “**Maximum Demand Offering Size**”), then the Company shall so advise the Demand Requesting Holder(s) and the Demand Eligible Holders with Shares requested to be included in such underwritten offering, and shall include in such offering the number of Shares that can be so sold in the following order of priority, up to the Maximum Demand Offering Size: (i) *first*, the Shares requested to be included in such underwritten offering by the Demand Requesting Holder(s) and the Demand Eligible Holders, allocated, if necessary for the offering not to exceed the Maximum Demand Offering Size, *pro rata* among the Demand Requesting Holders and Demand Eligible Holders

on the basis of the number of Shares requested to be included therein by each such Investor, up to the Maximum Demand Offering Size; (ii) *second*, any securities proposed to be registered by the Company; and (iii) *third*, other Shares requested to be included in such underwritten offering to the extent permitted hereunder, allocated, if necessary for the offering not to exceed the Maximum Demand Offering Size, *pro rata* among the respective holders of such other Shares on the basis of the number of Shares requested to be included therein by each such holder.

- (g) The determination of whether any offering of Shares pursuant to a Demand Registration will be an underwritten offering shall be made in the sole discretion of Demand Requesting Holders included in such underwritten offering, and such Demand Requesting Holders shall have the right to (i) determine the plan of distribution, including the price at which the Shares are to be sold and the underwriting commissions, discounts and fees, and (ii) select the investment banker(s) and manager(s) to administer the offering (which shall consist of one or more reputable nationally recognized investment banks reasonably satisfactory to the Company) and one firm of counsel to represent all of the Investors (along with any reasonably necessary local counsel), in connection with such Demand Registration; provided (A) that the Company shall select such investment banker(s) and manager(s) if the Demand Requesting Holders cannot so agree by a majority (by reference to Shares to be included in the Demand Registration) on the same within a reasonable time period and (B) that the Company shall not be obligated to effect any such underwritten offering if the aggregate proceeds expected to be received from the sale of the Shares requested to be sold in such Demand Registration, in the good faith judgment of the managing underwriter(s), is less than \$75,000,000 or its equivalent.
- (h) Any Investor whose Shares were to be included in any such registration pursuant to this Clause 12 (*Registration Rights*) may elect to withdraw any or all of its Shares therefrom, without liability to any of the other Investors and without prejudice to the rights of any such Investor to include Shares in any future registration (or registrations), by written notice to the Company delivered sufficiently prior to the effective date of the relevant Demand Registration Statement.

12.2 Piggyback Registration

- (a) If the Company proposes to file a registration statement for an offering (or to conduct an underwritten offering pursuant to such registration statement) of Shares for cash (including an IPO, but excluding an offering relating solely to an employee benefit plan or an offering relating to a transaction on Form F-4, Form S-4 or Form S-8 or a rights offering) (a “**Piggyback Registration Statement**”), the Company shall give prompt written notice (the “**Piggyback Notice**”) to each Material Investor (collectively, the “**Piggyback Eligible Holders**”) of the Company’s intention to file a Piggyback Registration Statement reasonably in advance of (and in any event at least ten (10) Business Days before) the anticipated filing date of such Piggyback Registration Statement (or, if applicable, the anticipated launch date of such offering). The Piggyback Notice shall offer the Piggyback Eligible Holders the opportunity to include for registration in such Piggyback Registration Statement the number of Shares of the same class and series as those proposed to be registered as they may request, subject to Clause 12.2(b) (*Piggyback Registration*) (a “**Piggyback Registration**”). Subject to Clause 12.2(b) (*Piggyback Registration*), the Company shall use its reasonable best efforts to include in each such Piggyback Registration such Shares for which the Company has received written requests (each, a “**Piggyback Request**”) from Piggyback Eligible Holders within five (5) Business Days after giving the Piggyback Notice. If a Piggyback Eligible Holder decides not to include any or all of its Shares in any Piggyback Registration Statement thereafter filed by the Company, such Piggyback Eligible Holder shall nevertheless continue to have the right to include any Shares in any subsequent Piggyback Registration Statements or Demand Registration Statements, all upon the terms and conditions set forth herein. The Company shall use its reasonable best efforts to effect the registration under the Securities Act of all Shares which the Company has been so requested to register pursuant to the Piggyback Requests, to the extent required to permit the disposition of the Shares so requested to be registered.

- (b) If the Piggyback Registration under which the Company gives notice pursuant to Clause 12.2(a) (*Piggyback Registration*) is an underwritten offering, and the managing underwriter or managing underwriters of such offering advise the Company and the Piggyback Eligible Holders that, in their reasonable view, the amount of securities requested to be included in such registration (including Shares requested by the Piggyback Eligible Holders to be included in such offering and any Shares that the Company or any other person proposes to be included) exceeds the number of Shares that can be sold in such underwritten offering or the number of Shares proposed to be included in such Piggyback Registration would adversely affect the price per Share proposed to be sold in such underwritten offering (in either situation, the “**Maximum Piggyback Offering Size**”) (which, for the purposes of a Piggyback Registration shall be within a price range acceptable to the Company), then the Company shall so advise all Piggyback Eligible Holders with Shares requested to be included in such Piggyback Registration, and shall include in such offering the number which can be so sold in the following order of priority, up to the Maximum Piggyback Offering Size: (i) *first*, the securities that the Company proposes to sell up to the Maximum Piggyback Offering Size; (ii) *second*, the Shares requested to be included in such Piggyback Registration, allocated, if necessary for the offering not to exceed the Maximum Piggyback Offering Size, *pro rata* among the Piggyback Eligible Holders on the basis of the number of Shares requested to be included therein by each such Piggyback Eligible Holder, up to the Maximum Piggyback Offering Size; and (iii) *third*, other Shares requested to be included in such Piggyback Registration, allocated, if necessary for the offering not to exceed the Maximum Piggyback Offering Size, *pro rata* among the holders thereof on the basis of the number of Shares requested to be included therein by each such holder. All Piggyback Eligible Holders requesting to be included in the Piggyback Registration must sell their Shares to the underwriters selected as provided in Clause 12.2(d) (*Piggyback Registration*) on the same terms and conditions as apply to the Company if such underwritten offering is consummated.
- (c) The Company shall have the right to terminate or withdraw any registration initiated by it under this Clause 12.2 (*Piggyback Registration*) prior to the effective date of such Piggyback Registration Statement, whether or not any Piggyback Eligible Holder has elected to include Shares in such Piggyback Registration Statement, without prejudice, however, to the right of the Investors immediately to request that such registration be effected as a registration under Clause 12.1 (*Demand Registration*) to the extent permitted thereunder and subject to the terms set forth therein. The Company shall promptly give notice of the withdrawal or termination of any registration to each Piggyback Eligible Holder who has elected to participate in such registration. The Registration Expenses of such withdrawn or terminated registration shall be borne by the Company in accordance with Clause 26.2 (*Registration and Related Costs*) of this Agreement.
- (d) If a Piggyback Registration pursuant to this Clause 12.2 (*Piggyback Registration*) involves an underwritten offering, the Company shall have the right to (i) determine the plan of distribution, including the price at which the Shares are to be sold and the underwriting commissions, discounts, and fees, and (ii) select the investment banker or bankers and managers to administer the offering, including the lead managing underwriter or underwriters.
- (e) No registration effected under this Clause 12.2 (*Piggyback Registration*) shall relieve the Company of its obligations to effect any registration of the offer and sale of Shares upon request under Clause 12.1 (*Demand Registration*) (subject to compliance with any applicable covenants in any applicable underwriting agreement) and no registration effected pursuant to Clause 12.1 shall be deemed to have been effected pursuant to this Clause 12.2 (*Piggyback Registration*).

13. IPO

13.1 *Provided that* (a) an Exchange Listing has not been effected and (b) a proposed IPO has received the requisite Standard Investor Consent pursuant to Clause 9.1(b) (*Conduct of Business Undertakings*), all parties agree to take such action, and to procure that such action is taken, as is reasonably requested by the Board or the Principal Investors to achieve the proposed IPO, including agreeing and entering into (to the extent they are considered reasonably necessary or desirable by the underwriters or corporate finance advisers advising on the proposed IPO) any customary undertakings in relation to the retention, disposal or manner of disposal of their Shares (or securities received as consideration for their Shares) (known as “lock-ups”), *provided that* such undertakings shall be no less favourable to any Investor than those required of and granted by the Principal Investors.

14. Exit

14.1 *Provided that* the proposed Exit has received the requisite Investor Consent pursuant to the terms of this Agreement, all parties agree, subject to Clause 13 (*IPO*) in the case of a proposed IPO and to Clause 18 (*Transfers of Shares*) and Schedule 5 (*Tag-Along and Drag-Along Rights*) in the case of a qualifying Sale, to take such action, and to procure that such action is taken, as is reasonably requested by the Board or the Principal Investors to achieve the proposed Exit, in each case, subject to applicable Legal Requirements.

14.2 The parties acknowledge and agree that, on an Exit:

- (a) the Investors and the Investor Directors will not give any representations, warranties, undertakings, restrictive covenants, representations or indemnities in connection with the Group, except for a warranty to be given by each Investor (subject to Clause 36 (*Liability*)) as to the title to the Shares held by it and as to its capacity and authority to sell those Shares;
- (b) the liability of any Investor in connection with an Exit shall not exceed the proceeds received by such Investor in such Exit;
- (c) there shall be no arrangements or agreements in relation to the purchase price for an Exit or any other collateral benefit linked to the Exit, other than those set out in the principal transaction documents giving effect to the Exit, other than with prior Board approval.

14.3 The Company hereby agrees to notify the Principal Investors promptly if it receives any (i) bona fide offers or (ii) proposals or expressions of interest that ~~could~~^{would} reasonably be expected to lead to a bona fide offer from any prospective buyer of any Group Company (or any part of the Group or its business) in connection with a potential Exit.

15. Reorganisation Transactions

15.1 With the approval of the Board, the Company or any member of the Group shall be permitted to take any actions which are necessary, appropriate or desirable (in light of tax, legal, regulatory or other professional advice received by the Principal Investors and/or the Group) to effect a Reorganisation Transaction so as to optimise the Group’s corporate structure for the purposes of:

- (a) the Exchange Listing;

- (b) an IPO that has received the requisite Standard Investor Consent pursuant to Clause 9.1(b) (*Conduct of Business Undertakings*);
- (c) another form of Exit that has received the requisite Investor Consent pursuant to the terms of this Agreement; or
- (d) a Refinancing;

in each case, to the extent permitted by applicable Legal Requirements.

15.2 Each Investor acknowledges and agrees that:

- (a) subject to Clause 15.3 (*Reorganisation Transactions*), it may receive any shares or other securities of any class issued by any Group Company, as determined by the Principal Investors holding a majority of the Ordinary Shares held by all Principal Investors, by way of a dividend or distribution in kind or in exchange for, or otherwise in replacement of, Shares (the “**Replacement Securities**”) as part of any such Reorganisation Transaction (in which case, to the extent applicable, this Agreement shall apply to any New Holding Company as if references to the Company were references to such New Holding Company and the parties shall procure that any New Holding Company become party to this Agreement, amended as necessary); and
- (b) it shall enter into any documentation, provide any consents and exercise its voting rights (as a Security Holder or otherwise) as are required to give effect to the Reorganisation Transaction,

in each case, *provided that*:

- (i) the Reorganisation Transaction would not be materially and disproportionately adverse to the economic position of:
 - (A) any Principal Investor as compared to each other Principal Investor;
 - (B) any Material Investor (in such capacity) as compared to each other Material Investor; or
 - (C) any Other Equity Holder who is not a Material Investor as compared to each other Other Equity Holder who is not a Material Investor;
- (ii) the Reorganisation Transaction preserves the economic rights and does not dilute the voting rights of the affected Shares save for any *de minimis* effect solely relating to the Reorganisation Transaction; and
- (iii) no Investor shall be required to agree to any restrictive covenants or indemnities or incur any expenses that are not reimbursable by the Company in connection with a Reorganisation Transaction.

15.3 The number of Replacement Securities to be received by any Investor as a result of any Reorganisation Transaction will, to the extent such Replacement Securities have not been sold or otherwise disposed of by such Investor in accordance with this Agreement before or upon closing of such Reorganisation Transaction, reflect the fair market value of the investment, prior to such Reorganisation Transaction, of such Security Holder in any Shares that are exchanged as part of the Reorganisation Transaction.

16. Annual Budget and Business Plan

16.1 The Group shall use reasonable endeavours conduct its business at all times in accordance with the Business Plan and the Annual Budget.

16.2 The Company shall provide to the Principal Investors:

- (a) no later than December 15 of each year, a draft Annual Budget for the Group in respect of its next financial year; and
- (b) no later than March 31 of each year, an updated version of the Business Plan, updated to reflect the Annual Budget and forecasts for the Group for such year.

16.3 In accordance with Part 2 of Schedule 3 (*Conduct of Business*), the Company shall make any changes to such draft Annual Budget and/or Business Plan provided pursuant to Clause 16.2 (*Annual Budget and Business Plan*) as may be reasonably requested by Standard Investor Direction following consultation with the Board.

17. New Issues of Shares

17.1 Subject to Clause 17.3 (*New Issues of Shares*), if from time to time:

- (a) the Company proposes to issue any Shares in the capital of the Company (the “**Company Relevant Securities**”); or
- (b) any Group Company (other than the Company) proposes to issue any Shares in the capital of that Group Company to any person (other than (x) pro-rata to its then-current shareholders (including the Company or other Group Companies) or (y) only to the Company, to the relevant Group Company’s immediate parent (whether or not wholly-owned) or to any other wholly-owned Group Company) (the “**Group Company Relevant Securities**”),

(together the Company Relevant Securities and the Group Company Relevant Securities each being “**Relevant Securities**”), then the Company shall procure in each case of the foregoing clauses (a) and/or (b) that:

- (i) no such Relevant Securities will be so issued unless such issuance has been made pursuant to this Clause 17.1 (*New Issues of Shares*) and each Eligible Investor has first been given an opportunity which shall remain open for not less than ten (10) Business Days (such date as chosen being the “**End Date**”) to subscribe, at the same time and on the same terms (including the same price per Relevant Security), for his or its Relevant Entitlement;
- (ii) such opportunity shall be offered to each Eligible Investor in the form of a notice in writing from the Company (the “**New Issue Notice**”) which shall indicate the total number of Relevant Securities to be issued and their respective proportions, the Relevant Entitlement of each Eligible Investor and the subscription price of each Relevant Security;

- (iii) if and to the extent that an Eligible Investor wishes to subscribe for any or all of his or its Relevant Entitlement, that Eligible Investor shall give notice in writing to the Company on or before the End Date of (~~x~~A) the number of Relevant Securities he or it wishes to subscribe for and (~~y~~B) the maximum number of Relevant Securities for which he or it would be willing to subscribe in excess of his or its Relevant Entitlement (“**Excess Relevant Securities**”), failing which the Eligible Investor shall be deemed to have declined to subscribe for any of its Relevant Entitlement in connection with the New Issue Notice;
- (iv) within five (5) Business Days of the End Date, the Company shall give notice in writing to each Eligible Investor of:
 - (A) the number and price of the Relevant Securities for which that Eligible Investor has committed to subscribe; and
 - (B) the place and time (being no earlier than ten (10) Business Days following such notice) at which the subscription is to be completed and the account details for the electronic transfer of the required subscription price;
- (v) any Relevant Securities not subscribed for by Eligible Investors pursuant to Clause 17.1(b)(iv) (*New Issues of Shares*) (“**Additional Relevant Securities**”) shall be offered (as nearly as possible) by the Board to the Eligible Investors who have expressed an interest in acquiring Excess Relevant Securities, in the proportion that the maximum number of Excess Relevant Securities each has applied for bears to the aggregate number of Excess Relevant Securities applied for by all Eligible Investors, up to a maximum allocation of the number of Relevant Securities that it has applied for; and
- (vi) if, following the procedure set out in this Clause 17.1 (*New Issues of Shares*), there still remain any Relevant Securities for which Eligible Investors have either (~~i~~A) not committed to subscribe or (~~ii~~B) failed to make a payment at the required time in connection with their commitment to subscribe for them, then such Relevant Securities may be allotted to such persons (who may or may not be existing shareholders in the Group Company) as the Board may nominate, *provided that* the terms of such allotment are the same as those previously offered to the Eligible Investors;
- (c) Any issue of Group Company Relevant Securities must be at all times (~~i~~x) permitted by applicable laws and (~~ii~~y) not in breach of any relevant Group Company minority shareholder rights.

17.2 Any notice given by an Eligible Investor pursuant to this Clause 17 (*New Issues of Shares*) shall be irrevocable.

17.3 Clause 17.1 (*New Issues of Shares*) shall not apply and each Eligible Investor shall waive any rights of pre-emption (whether under statute, the Articles, this Agreement or otherwise) where:

- (a) the Company or Group Company, as applicable, issues any Shares in the capital of the Company or another Group Company to at least two (2) Principal Investors together holding a majority of the Ordinary Shares held by all Principal Investors where such issuance is made by the Company or another Group Company for the purposes of obtaining Emergency Funding (an “**Emergency Funding Issuance**”), *provided that*:
 - (i) following the Emergency Funding Issuance, each Eligible Investor is offered (in accordance with sub-paragraph (ii) below) the opportunity (but is not obliged) to subscribe for or acquire from the subscribing Principal Investor(s) (as the case may be) such Eligible Investor’s Relevant Entitlement of each class of Relevant Securities comprising the Emergency Funding Issuance (at the same price and on substantially the same terms as the subscribing Principal Investor(s) in the Emergency Funding Issuance); and
 - (ii) promptly (and in any event no later than five (5) Business Days) following such Emergency Funding Issuance, the Company shall notify each Eligible Investor in writing of its entitlement pursuant to sub-paragraph (i) of this Clause 17.3(a) (*New Issues of Shares*), specifying the number and class of Shares to which it is entitled to subscribe for or acquire from the subscribing Principal Investor(s) (as the case may be), the price per class of Share, and the time (being not less than five (5) Business Days after the date of such notice from the Company) within which the offer, if not accepted by notice in writing will be deemed to be declined.
- (b) any Group Company issues:
 - (i) any Shares to employees, officers, directors and managers pursuant to an equity incentive plan approved by the Board and Standard Investor Consent in accordance with the terms of this Agreement (and such other approvals that may be required under applicable Legal Requirements);
 - (ii) any Shares as consideration to a third party in connection with acquisitions from such third party of any shares, undertaking or business where such acquisition has been approved by the relevant Investor Consent in accordance with the terms of this Agreement (and such other approvals that may be required under applicable Legal Requirements);
 - (iii) any Shares in connection with an IPO or Reorganisation Transaction;
 - (iv) any Shares to a third party in connection with any Debt Finance arrangements of any member of the Group (subject to such Debt Finance having received Investor Consent in accordance with the terms of this Agreement);
 - (v) any Shares in connection with the exercise of options or convertible securities which have been issued in accordance with the terms of this Agreement or the Plan of Reorganization or the Equity Conversion and Commitment Agreement, including the issue of any Shares by the Company in order to satisfy exercise of ~~the~~any Warrants;
 - (vi) any Ordinary Shares to any Electing General Unsecured Claimholder in exchange for, and in satisfaction of discharge of, such Electing General

Unsecured Claimholder's General Unsecured Avianca Claims pursuant to the Plan of Reorganization, *provided that* each such Electing General Unsecured Claimholder executes a Deed of Adherence in accordance with Clause 21 (*Deed of Adherence*); ~~or~~

(vii) any Warrants to any Electing General Unsecured Claimholder in exchange for, and in satisfaction and discharge of, such Electing General Unsecured Claimholder's General Unsecured Avianca Claims pursuant to the Plan of Reorganization; ~~or~~

(viii) any additional United Warrants to United pursuant to the terms of this Agreement.

(c) the Company issues Ordinary Shares pursuant to the ECCA Second Amendment.

17.4 Notwithstanding anything in this Agreement to the contrary, except to the extent required or provided for under the Plan of Reorganization, the Company shall not issue any Shares:

(a) prior to the occurrence of the Exchange Listing, to the extent such issuance would subject the Company to any Legal Requirement to register or list its Shares on any global exchange; or

(b) without Standard Investor Consent, to a Competitor.

17.5 The parties agree that the Company shall be entitled to amend and update the Share Capital Table at any time to take account of any issuance of Shares that is permitted by and made in accordance with this provisions of this Clause 17 (*New Issues of Shares*).

17.6 Notwithstanding anything in this Agreement to the contrary, each Eligible Investor desiring to participate in any issuance of Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*) shall acknowledge and confirm that:

(a) (i) the Relevant Securities have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act, and (ii) there is no existing public or other market for the Relevant Securities;

(b) (i) it is an accredited investor within the meaning of Rule 501(a) under the Securities Act, or (ii) it is not a U.S. Person within the meaning of Rule 902(k) under the Securities Act, and, if in the United Kingdom, is (a) a person who has professional experience in matters relating to investments falling within article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005; or (b) a high net worth entity or other person falling within article 49(2)(a) to (d) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 and/or is otherwise a person to whom an invitation or inducement to engage in investment activity within the meaning of section 21 of the Financial Services and Markets Act 2000 in connection with the issue or sale of the Relevant Securities may be lawfully communicated or caused to be communicated;

(c) (i) either alone or together with its Representatives, it has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Relevant Securities and has so evaluated the merits and risks of such investment; (ii) it is able to bear the economic risks of such investment in the Relevant Securities; (iii) it has conducted its own independent evaluation, made its own analysis and consulted with

advisors as it has deemed necessary, prudent or advisable in order to make its own determination and decision to acquire the Relevant Securities; and (iv) it has adequate information to evaluate the Relevant Securities and has had the opportunity to discuss such information with its advisors;

- (d) it is acquiring the Relevant Securities for its own account (or for accounts over which it exercises investment authority), for investment and not with a view to the public resale or distribution thereof in violation of any securities law; and
- (e) it is a “qualified investor” as such term is defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council as adopted by the UK Withdrawal Act.

17.7 In the event any issuance of Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*) would constitute a Down-Round Ordinary Share Issuance in which the Eligible Warranholders are entitled to participate pursuant to Clauses 9.2, 9.3 and 9.4 of the Electing General Unsecured Claimholder Warrant Instrument, each reference in this Clause 17 (*New Issue of Shares*) to an Eligible Investor, other than each reference in subclause (v) of Clause 17.1 (~~(v)~~) (other than the first reference therein) or as it relates to limb ~~(vB)~~ of subclause (iii) of Clause 17.1(~~(iii)~~), shall be deemed to include a reference to an Eligible Warranholder and the provisions of this Clause 17 (*New Issues of Shares*) shall apply *mutatis mutandis* in respect of each Eligible Warranholder; *provided* that in the event of an inconsistency or conflict between the provisions of this Clause 17 (*New Issues of Shares*) and Clauses 9.2, 9.3 and 9.4 of the Electing General Unsecured Claimholder Warrant Instrument, the provisions of this Clause 17 (*New Issues of Shares*) shall prevail.

17.8 In the event of any issuance of Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*), then, for so long as there are unexercised United Warrants outstanding, United shall have the right to subscribe, at the same time and on substantially the same subscription terms (including the same price per Relevant Security) and receive, warrants to purchase such number of the Relevant Securities proposed to be issued pursuant to Clause 17 (*New Issue of Shares*) as is equal to its Relevant Entitlement, *provided that such warrants shall have substantially the same terms and conditions as those set forth in the United Warrant Instrument (including as to exercise price, exercise and dividends), and such warrants shall be deemed additional “United Warrants”.*

18. Transfers of Shares

18.1 Each certificate, instrument or book entry representing the Shares and any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalisation, merger, consolidation or similar event shall be notated with one or more legends in substantially the following form or such other form as may be approved from time to time by the Board:

- (a) For Shares issued pursuant to Section 1145 of the U.S. Bankruptcy Code:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ISSUED PURSUANT TO SECTION 1145 OF THE U.S. BANKRUPTCY CODE THAT PROVIDES AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT OF 1933.

- (b) For Shares issued without registration under the Securities Act (other than Shares described in Clause 18.1(a)):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933. SUCH SECURITIES MAY NOT BE SOLD, PLEDGED OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A

VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

(c) For all Shares:

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF ONLY IN ACCORDANCE WITH THE TERMS OF THAT CERTAIN INVESTMENT AGREEMENT OF AVIANCA GROUP INTERNATIONAL LIMITED (THE “COMPANY”), DATED AS OF ~~+~~ DECEMBER 2021 (AS THE SAME MAY BE AMENDED, RESTATED OR MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS), A COPY OF WHICH IS ON FILE AND MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE COMPANY.

18.2 Except to the extent required or provided for under the Plan of Reorganization, no party to this Agreement shall Transfer any Shares:

- (a) unless such Transfer is required or permitted pursuant to, and in each case carried out in accordance with, the provisions of this Agreement; or
- (b) in the event of any Transfer occurring prior to the occurrence of the Exchange Listing, to the extent such Transfer would subject the Company to any Legal Requirement to register or list its Shares on any global exchange.

18.3 Each Investor may freely Transfer legal and/or beneficial title to Shares:

- (a) to any of its Investor Affiliates, *provided that* such transferee executes a Deed of Adherence and undertakes that if it ever ceases to be an Investor Affiliate, then it will immediately transfer its Shares back to the Investor that was the transferor of such Shares or another Investor Affiliate of that Investor;
- (b) in the case of members of the Kingsland Group, to other members of the Kingsland Group and their respective Investor Affiliates; *provided that* if such transferee is not a party to this Agreement such party executes a Deed of Adherence and undertakes that if it ever ceases to be a member of the Kingsland Group or an Investor Affiliate of a member of the Kingsland Group, then it will immediately transfer its Shares back to the Investor that was the transferor of such Shares or another Investor Affiliate of that Investor;
- (c) where an Investor is an individual, to a Family Transferee, *provided that* such transferee:
 - (i) executes a Deed of Adherence and undertakes that it shall immediately transfer such Shares back to the relevant Investor (being the “**Original Holder**”) if it ever ceases to be a Family Transferee of such Investor (including, for the avoidance of doubt, if an Investor’s spouse or civil partner becomes estranged or they are legally separated); and
 - (ii) (A) satisfies any Principal Investor’s requirements for KYC information; (B) undertakes (in a form reasonably acceptable to the Principal Investors) to exercise all voting rights attaching to such Shares and other rights pursuant to this Agreement and the other Transaction Documents in accordance with the directions of the relevant Investor who is its Original Holder; and (C) enters into any security arrangements as the Principal Investors may require (acting reasonably) prior to the Transfer taking place; or
- (d) as approved by the Board,

(e) in the case of United, to any unaffiliated third party pursuant to Clause 5.2 of the United Warrant Instrument,

each a “**Permitted Transfer**”.

- 18.4** Each Investor hereby undertakes that it shall not Transfer or attempt to Transfer its Shares, unless pursuant to a Permitted Transfer or any other transfer which is expressly permitted under this Agreement or necessary to give effect to the provisions of this Agreement.
- 18.5** The parties agree that the Company shall be entitled to amend and update the Share Capital Table at any time to take account of any Transfer (including any buyback) of Shares permitted by this Clause 18 (*Transfers of Shares*) and each party hereby consents to such amendments. Each other party agrees to notify the Company in writing of any Transfer of Shares permitted by this Clause 18 (*Transfers of Shares*) in order to facilitate the updating of the Share Capital Table.
- 18.6** The Company shall not, and shall procure that each other Group Company shall not, register any Transfer which does not comply with the provisions of this Agreement and the Articles.
- 18.7** All Transfers of Shares other than a Permitted Transfer shall be subject to the terms of Clause 19 (*Right of First Refusal*) and Schedule 5 (*Tag-Along and Drag Along Rights*).
- 18.8** Notwithstanding the above, except pursuant to a Permitted Transfer, no Investor shall, without the consent of the Board, Transfer any Shares to a Competitor.
- 18.9** Each of the Investors irrevocably undertakes to attend or be represented at any general meeting, to exercise its voting rights attached to the Shares, unless such voting rights have been waived, and to vote in favour of any resolution each time as may be required, in favour of a Permitted Transfer and any other Transfer which is expressly permitted under and carried out in accordance with this Agreement or which is determined by the Board as being necessary to ensure compliance with Clauses 14 (*Exit*), 15 (*Reorganisation Transactions*) and 17 (*New Issues of Shares*).
- 18.10** Other than in respect of a Permitted Transfer, a Transfer pursuant to an IPO, a Reorganisation Transaction, a Winding Up, a Transfer which is one hundred per cent (100%) subscribed by other Investors pursuant to the right of first refusal set forth in Clause 19 (*Right of First Refusal*), or where a Drag-Along Notice has been served, if an Investor (each a “**Selling Investor**”) proposes to Transfer Ordinary Shares to a proposed transferee (“**Tag Transferee**”), in one transaction or a series of related transactions, which, if completed, would result in:
- (a) the Tag Transferee, together with its Investor Affiliates and any persons acting in concert with it (other than any person holding Shares as of the date of this Agreement) acquiring more than ten per cent (10%) of the Ordinary Shares then issued and outstanding (“**Principal Investor Tag Transfer**”), the Selling Investor(s) shall not complete such applicable Principal Investor Tag Transfer unless the Selling Investor(s) procure that each Principal Investor is offered the opportunity to Transfer to the Tag Transferee such portion of such Principal Investor’s Ordinary Shares as is equal to the proportion that the total number of Ordinary Shares proposed to be Transferred by the Selling Investor(s) in the Principal Investor Tag Transfer bears to the total number of Ordinary Shares held by the Selling Investor(s) in accordance with the provisions set out in Part 1 of Schedule 5 (*Tag-Along and Drag Along Rights*), and any agreement to effect a Principal Investor Tag Transfer must be conditional upon such an offer being made in accordance with, and the Selling Investor(s) and the Tag Transferee otherwise complying with, the provisions of Part 1 of Schedule 5 (*Tag-Along and Drag Along Rights*); and

- (b) a Sale (“**Tag-Along Sale**”), the Selling Investor(s) shall not complete such applicable Tag-Along Sale unless it or they procure that each Investor is offered the opportunity to Transfer to the Tag Transferee all of its Shares in accordance with the provisions set out in Part 1 of Schedule 5 (*Tag-Along and Drag Along Rights*) and any agreement to effect a Tag-Along Sale must be conditional upon such an offer being made in accordance with, and the Selling Investor(s) and the Tag Transferee otherwise complying with, the provisions of Part 1 of Schedule 5 (*Tag-Along and Drag Along Rights*).

18.11 If any Drag-Along Investor (the “**Drag Triggering Seller**”) proposes to make a Transfer of any Ordinary Shares representing at least fifty per cent (50%) of the then issued and outstanding Ordinary Shares to a third party (the “**Drag Transferee**”) or which Transfer would, upon its completion, result in a Sale (including through a sale or disposition of assets) (a “**Drag-Along Sale**”), such Drag-Along Investor shall have the right to require all other Investors (the “**Dragged Security Investors**”) to transfer to the Drag Transferee all of their respective Shares (the “**Drag-Along Securities**”) in accordance with the provisions of Part 2 of Schedule 5 (*Tag-Along and Drag Along Rights*), except that the provisions of Part 2 of Schedule 5 (*Tag-Along and Drag Along Rights*) shall not apply if the proposed Transfer is:

- (a) a Permitted Transfer;
- (b) to another Investor; or
- (c) in connection with an IPO.

19. Right of First Refusal

19.1 If an Investor (a “**Transferring Investor**”) wishes to Transfer its Shares to a person (other than as a Permitted Transfer), then prior to making such Transfer, the Transferring Investor must give notice in writing to the Company (the “**ROFR Notice**”) of the terms agreed, including:

- (a) the number of Shares which the Transferring Investor wishes to Transfer (“**ROFR Shares**”);
- (b) the name of the person to which the Transferring Investor wishes to Transfer the ROFR Shares (which, for the avoidance of doubt, may be an existing Investor) (the “**Proposed Transferee**”); and
- (c) the price and terms at which the Transferring Investor wishes to Transfer the ROFR Shares to the Proposed Transferee, together with a representation that the price and terms are arm’s length and that the Proposed Transferee has made a binding (but conditional) offer to acquire the ROFR Shares from the Transferring Investor.

19.2 The ROFR Notice shall constitute an irrevocable offer to sell the ROFR Shares (the “**ROFR Offer**”) on a pro rata basis to the Principal Investors (other than the Transferring Investor or the Proposed Transferee, if applicable) (the “**Non-Transferring Investors**”). The Company shall, subject to Clause 19.3, provide the ROFR Notice to each Non-Transferring Investor within five (5) Business Days of receipt of the ROFR Notice.

19.3 Each ROFR Notice shall include an acknowledgement by the Transferring Investor that: (a) the Non-Transferring Investor may currently have, and later may come into possession of, information concerning the Company and the Shares that is not known to the Transferring Investor and that may be material to a decision to purchase the Shares (the “Non-Transferring Investor Excluded Information”); (b) the Transferring Investor has not requested the Non-Transferring Investor Excluded Information, and has agreed to proceed with the sale of the Shares hereunder without receiving the Non-

Transferring Investor Excluded Information; and (c) none of the Company, the Non-Transferring Investor or any of their respective Representatives shall have any liability to the Transferring Investor with respect to the non-disclosure of the Non-Transferring Investor Excluded Information. In addition, any Non-Transferring Investor that elects to accept (in whole or in part) a ROFR Offer shall include in its written notice to the Transferring Investor and the Company that: (i) the Transferring Investor may currently have, and later may come into possession of, information concerning the Company and the Shares that is not known to the Non-Transferring Investor and that may be material to a decision to purchase the Shares (the “Transferring Investor Excluded Information”); (ii) the Non-Transferring Investor has not requested the Transferring Investor Excluded Information, and has agreed to proceed with the assignment and transfer of the Shares hereunder without receiving the Transferring Investor Excluded Information; and (iii) none of the Company, the Transferring Investor or any of their respective Representatives shall have any liability to the Non-Transferring Investor with respect to the non-disclosure of the Transferring Investor Excluded Information. Each Transferring Investor and Non-Transferring Investor waives and releases any claims that it might have against the other party, the other party’s Investor Affiliates, the Company or any other member of the Group or any of their respective Representatives, whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Transferring Investor Excluded Information and Non-Transferring Investor Excluded Information (as applicable).

19.4 ~~19.3~~ Each Non-Transferring Investor may (by providing written notice to the Transferring Investor and the Company) elect to accept or refuse (in each case, in whole or in part) a ROFR Offer in respect of its pro-rata entitlement within two (2) Business Days of such Non-Transferring Investor’s receipt of the ROFR Notice (the “**ROFR Expiry Date**”), and, at the point when such election is made, shall indicate whether it wishes to acquire any additional ROFR Shares in excess of its pro-rata entitlement should they become available. Any ROFR Offer refused (whether in whole or in part) by a Non-Transferring Investor shall be offered to the remaining Non-Transferring Investors who have accepted the ROFR Offer on a pro-rata basis, and thereafter be re-offered until such point that the number of ROFR Shares available exceeds the aggregate cumulative demand for such ROFR Shares by the Non-Transferring Investors.

19.5 ~~19.4~~ If any ROFR Shares thereafter remain in the ownership of the Transferring Investor, the Transferring Investor shall be free to Transfer such ROFR Shares to the Proposed Transferee, *provided that*:

- (a) the price to be paid by the Proposed Transferee shall be at least the price included in the ROFR Notice;
- (b) the Transfer of such ROFR Shares shall be completed within three (3) months after the ROFR Expiry Date; and
- (c) if, upon expiry of such three (3) month period, the transfer has not been completed, the Transferring Investor must follow the same procedure set out in this Clause 19 (*Right of First Refusal*) if it intends to proceed with a Transfer of the ROFR Shares.

19.6 ~~19.5~~ This Clause 19 (*Right of First Refusal*) will not apply to any Transfer of Shares:

- (a) pursuant to a Drag-Along Sale in respect of which a Drag-Along Notice has been served;
- (b) that is a Permitted Transfer; or
- (c) in relation to a Sale that has been approved by both:

- (i) the Board; and
 - (ii) at least two (2) Principal Investors together holding a majority-in-interest of the issued and outstanding Ordinary Shares held by the Principal Investors; or
- (d) pursuant to the Plan of Reorganization.

19.7 Notwithstanding anything herein to the contrary, for so long as there are unexercised United Warrants outstanding, United may elect to accept a ROFR Offer in respect of its pro-rata entitlement of any ROFR Shares (or any additional ROFR Shares in excess of its pro-rata entitlement should they become available) pursuant to the provisions of this Clause 19 (Right of First Refusal) applied mutatis mutandis; provided that, for purposes of calculating United's pro-rata entitlement in respect thereof, it shall be assumed that United has exercised all of its outstanding United Subscription Rights in full prior to such ROFR Offer and that United holds the Ordinary Shares issuable in connection with the exercise of such United Subscription Rights. If United makes such election, then United shall have the right and obligation to (a) pay to the Company, prior to the closing of the purchase of the ROFR Shares, the price per ROFR Share set forth in the ROFR Notice, and the Company shall, subject to applicable Legal Requirements, at the closing of the purchase of the ROFR Shares, exercise United's right to buy such ROFR Shares at the price per ROFR Share set forth in the ROFR Notice, and thereafter shall cancel such ROFR Shares and issue to United warrants to purchase the same number of Ordinary Shares, on substantially the same terms and conditions set forth in the United Warrant Instrument (including as to exercise price, exercise and dividends), and such warrants shall be deemed additional "United Warrants", (b) subject to and in a manner compliant with all applicable Legal Requirements, appoint an unaffiliated independent nominee to purchase the ROFR Shares, which nominee shall then be entitled to exercise the rights set forth in this Clause 19 (Right of First Refusal) otherwise applicable to United in respect of the ROFR Shares, or (c) subject to and in a manner compliant with all applicable Legal Requirements, Transfer its rights set forth in this Clause 19 (Right of First Refusal) to any Principal Investor. Subject to any such nominee or transferee executing a Deed of Adherence if required, the appointment of such nominee or the Transfer to such Principal Investor shall not be subject to any restrictions on transfer contained in this Agreement or in the Articles, and each Investor agrees to waive any pre-emption rights that it would otherwise have under this Agreement, the Articles or applicable law generally, and agrees to amend this Agreement or the Articles, as applicable, if required to give effect to this provision. If United elects to appoint a nominee to purchase the ROFR Shares pursuant to Clause 19.6(b) or to Transfer its rights to a Principal Investor pursuant to Clause 19.6(c), then such nominee or Principal Investor shall have the same rights in respect of the ROFR Shares as the other Investors, as applicable.

20. Investment

20.1 The parties hereby acknowledge and agree that an Investor and/or an Investor Affiliate may invest in numerous companies, some of which may be in competition with one or more members of the Group, in particular:

- (a) an Investor (and any Investor Affiliate) is permitted to have, and may presently or in the future have, investments or other business (which may be internally established or developed), commercial or strategic relationships, ventures, agreements, or other arrangements with entities other than any member of the Group that are engaged in the business of any member of the Group, or that are or may be competitive with any member of the Group (any such other business, venture, agreement, other

arrangement, investment or commercial or strategic relationship, an “**Other Business**”);

- (b) no Investor nor any Investor Affiliate will be prohibited or restricted from pursuing and engaging in any Other Business or any business conducted by such Investor or Investor Affiliate presently or from time to time hereafter or have any liability to any member of the Group or to any other Investor or Investor Affiliate by virtue of an Investor’s investment in the Company,
- (c) no Investor nor any Investor Affiliate nor any Investor Director will be obligated to inform the Company nor any member of the Group nor any other Investor of any Company Opportunity or to present any Company Opportunity to the Company, any member of the Group or any Investor, and the Company hereby renounces any expectancy that a Company Opportunity will be offered to it. The Company and each Investor expressly waives, to the fullest extent permitted by applicable law, any rights to assert any claim that such involvement breaches any fiduciary or other duty or obligation owed to the Company or any Investor or to assert that such involvement constitutes a conflict of interest and agrees to fully indemnify and hold harmless each Investor and each Investor Director against any claims, liabilities, losses, costs, charges or expenses it, he or she may suffer as a result of the Company, any member of the Group or any other Investor bringing any such claims or asserting such rights; and
- (d) notwithstanding any other provision in this Agreement, nothing shall restrict an Investor’s or an Investor Affiliate’s ability to operate any Other Business.

20.2 Notwithstanding anything in this Agreement to the contrary but subject to any limitations imposed by applicable Legal Requirements:

- (a) the Company acknowledges that the Investors’ and their respective affiliates’ businesses may include the analysis of, and investment in, securities, instruments, businesses and assets, and the review of the Confidential Information given to the Investors will serve to give such Investors a deeper overall knowledge and understanding in a way that cannot be separated from such Investor’s other knowledge, and accordingly, and without in any way limiting such Investor’s or its affiliates’ or Representatives’ obligations under this Agreement or applicable Legal Requirements, the Company agrees that this Agreement shall not restrict an Investor’s use of such overall knowledge and understanding solely for such Investor’s own internal investment analysis purposes, including the purchase, sale, consideration of, and decisions related to, other investments; and
- (b) each Investor shall not be deemed to be misappropriating any Confidential Information, or violating any other duty or obligation to the Company or otherwise, if such Investor, either directly or for the account of other accounts it manages, engages in transactions in the securities or other financial instruments (such as bank debt, for example, but not tangible assets) of any issuer, while in possession of Confidential Information.

21. Deed of Adherence

21.1 Notwithstanding any other provision of this Agreement, unless this Agreement terminates in accordance with Clause 29.1(a) (*Duration*) or as approved by each Principal Investor, no person (including any Electing General Unsecured Claimholder) who is not a party to this Agreement shall be entitled to become a Transferee of any Shares, nor to have any Shares issued to it, nor to acquire any rights hereunder or be registered as the holder of any Shares, in each case unless such person signs, executes and delivers a fully valid and binding deed of

adherence substantively in the form set out in Schedule 6 (*Deed of Adherence*) (or in such form as may be required by an Enhanced Investor Direction) (a “**Deed of Adherence**”) *provided that* this provision shall not apply in the case of Transfers or issuances of Shares to another Group Company as part of a Reorganisation Transaction.

- 21.2** Each Other Equity Holder appointed as an Additional Principal Investor in accordance with Clause 3 (*Principal Investor Appointment*) shall execute a Principal Investor Deed of Adherence in accordance with that Clause 3 (*Principal Investor Appointment*).
- 21.3** The benefit of this Agreement shall extend to any person who acquires, or has issued to it, Shares in accordance with this Agreement and who enters into a Deed of Adherence (save that a Family Transferee shall not be permitted to enforce any rights under this Agreement and such rights shall be exercisable by the Family Transferee’s relevant Investor in his absolute discretion), but without prejudice to the continuation *inter se* of the rights and obligations of the original parties to this Agreement and any other persons who have entered into such a Deed of Adherence.

22. Distribution Policy

- 22.1** Subject to the provisions of Clause 9 (*Conduct of Business (Investor Consents and Investor Directions)*), it is the intention of the parties that the Company shall make distributions to the holders of Ordinary Shares or other Shares at such times and in such amounts as determined from time to time by the Board, subject to:
- (a) compliance with the terms of the Financing Documents; and
 - (b) compliance with applicable Legal Requirements.

23. Rights of Inspection

- 23.1** If, at any time:
- (a) the Company shall be in breach of any of its obligations under Clause 9 (*Conduct of Business (Investor Consents and Investor Directions)*), Clause 10 (*Provision of Information*), Clause 16 (*Annual Budget and Business Plan*) or Schedule 4 (*Information Rights*);
 - (b) any information provided pursuant to the provisions referred to in paragraph (a) above contains a manifest error or is inconsistent; or
 - (c) any information provided pursuant to the provisions referred to in paragraph (a) above or which otherwise comes to the attention of any of the Investors contains evidence of (or provides reasonable grounds for the suspicion of) fraud, bribery, corruption, misrepresentation or any other activity which is illegal or might otherwise damage the business or reputation of the Group or the Investors,

then, without prejudice to any other rights which the Investors may have in respect of any such breach, any Principal Investor shall be entitled (by Standard Investor Direction and at the cost of the Company) to instruct the Group’s professional advisers to provide the requisite information and/or to appoint one or more firms of professional advisers to obtain, prepare and deliver to them any documents or information that the Company has failed to obtain, prepare or deliver or which the Investors may request in respect of the relevant information, matter or activity.

- 23.2** For the purpose set out in Clause 23.1 (*Rights of Inspection*), the Company shall (and shall procure that each other Group Company shall) promptly make available all its books and records to the Principal Investor and/or such firm(s) of professional advisers appointed by the

relevant Principal Investor, each of whom shall be entitled without further authority to enter into and remain on any Group Company's premises for the purpose of, or in connection with, preparing such items.

24. Announcements

- 24.1** No party shall (without Enhanced Investor Consent) issue any press release, issue any public document or make any public statement or otherwise make any disclosure to any person who is not a party to this Agreement, before or after the Emergence Date, relating to any of the matters provided for or referred to in this Agreement or any ancillary matter.
- 24.2** This Clause 24 (*Announcements*) shall not apply to any announcement or disclosure required by Legal Requirements or by any competent judicial or regulatory authority or by any recognised investment or securities exchange (in which case the parties shall cooperate, in good faith, in order to agree on the content of any such announcement, so far as practicable, prior to its being made; *provided* that no Group Company shall be subject to the obligations set forth in this parenthetical, except with respect to each Principal Investor) or which is permitted under Clause 25.1 (*Confidentiality*).

25. Confidentiality

- 25.1** Notwithstanding any other provision of this Agreement each Principal Investor shall be entitled at all times to consult freely about the Group and its affairs with, and to disclose Confidential Information and the contents of the Transaction Documents (and any ancillary documents related thereto) to:

- (a) its Representatives and its Investor Affiliates; and
- (b) (i) any Investor Affiliate of a Principal Investor and its Representatives; (ii) any other Investors and their respective Investor Affiliates and Representatives; (iii) any investor in the Group or any other person on whose behalf it is investing in the Group or any proposed investor in funds managed or to be managed by the Principal Investors or an Investor Affiliate of the Principal Investors (or with or to any of its or their Representatives),

subject in each case of the foregoing clauses (a) and (b) to (i) such recipient being bound by a professional or contractual duty of confidentiality to keep the Confidential Information and relevant Transaction Documents (and any ancillary documents related thereto) confidential and (ii) such Principal Investor making any such recipient aware of the confidential nature of the Confidential Information and relevant Transaction Documents (and any ancillary documents related thereto) and using reasonable endeavours to procure such recipients' compliance with the confidentiality obligations herein.

- 25.2** In addition and notwithstanding any other provision of this Agreement, each Principal Investor shall be entitled to disclose Confidential Information and the contents of the Transaction Documents (and any ancillary documents related thereto) to:

- (a) any proposed purchaser, underwriter, sponsor or broker and their respective Representatives, for the purposes of facilitating either a Transfer of Shares, a disposal of assets of any member of the Group, an issuance of Shares, a Refinancing, a Reorganisation Transaction or an Exit; or
- (b) any Permitted Finance Disclosee,

subject in each case of the foregoing clauses (a) and (b) to such Principal Investor:

- (i) (A) obtaining a written undertaking from such recipient to treat the Confidential Information and relevant Transaction Documents (and any ancillary documents related thereto) on the same terms, in all material respects, as to this Clause 25 (*Confidentiality*), such written undertaking (x) making the Company a beneficiary, and (y) including a confirmation that the recipient is directly liable to the Company for any breach of the confidentiality obligations contained in that undertaking and (B) providing a copy of such written undertaking to the Company; or
- (ii) remaining liable for any breach of the confidentiality obligations set forth in this Clause 25 (*Confidentiality*) by any such recipient.

25.3 Notwithstanding any other provision of this Agreement, each Material Investor shall be entitled to disclose Confidential Information and the contents of the Transaction Documents (and any ancillary documents related thereto) to:

- (a) its Representatives and its Investor Affiliates subject in each case to (i) such recipient being bound by a professional or contractual duty of confidentiality to keep the Confidential Information and relevant Transaction Documents (and any ancillary documents related thereto) confidential and (ii) such Material Investor making any such recipient aware of the confidential nature of the Confidential Information and relevant Transaction Documents (and any ancillary documents related thereto) and using reasonable endeavours to procure such recipients' compliance with the confidentiality obligations herein; and
- (b) to its Permitted Finance Disclosees subject to such Material Investor:
 - (i) (a) obtaining a written undertaking from such recipient to treat the Confidential Information and relevant Transaction Documents (and any ancillary documents related thereto) on the same terms, in all material respects, as to this Clause 25 (*Confidentiality*), such written undertaking (x) making the Company a beneficiary, and (y) including a confirmation that the recipient is directly liable to the Company for any breach of the confidentiality obligations contained in that undertaking and (b) providing a copy of such written undertaking to the Company; or
 - (ii) remaining liable for any breach of the confidentiality obligations set forth in this Clause 25 (*Confidentiality*) by any such recipient.

25.4 The Company (for itself and on behalf of each other Group Company) agrees with the Investors who, for these purposes, shall also act as trustees for the persons to whom Confidential Information may be disclosed under Clause 25.1 or Clause 25.3 to waive any claim for breach of confidence in respect of any disclosure of Confidential Information made by the Investors in compliance with Clause 25.1 to Clause 25.3, as applicable, and Clause 25.5

25.5 Subject to Clause 25.1 to Clause 25.3, each recipient of Confidential Information shall in all respects keep confidential, and not at any time disclose, make known in any other way, or use for his own or any other person's benefit or to the detriment of any Group Company, any Confidential Information, *provided that*:

- (a) such obligation shall not apply to information which has come into the public domain (other than through a breach by any party of this Agreement);
- (b) any party shall be entitled at all times to disclose such information as may be required by (or to procure compliance with) applicable law or by any competent judicial or regulatory authority or by any recognised stock exchange or for tax

purposes (*provided that*, so far as practicable and legally permissible, the disclosing party shall consult with the other parties prior to making such disclosure); and

- (c) nothing contained in this Clause 25.5 shall prevent any employee or officer of any Group Company from disclosing information in the proper performance of his duties as an employee or officer of such Group Company.

26. Fees, Costs and Expenses

26.1 Monitoring Fees and Director/Chairman/Observer Fees and Expenses

~~(a) For each Investor Director:~~

~~(a) (i) who is~~ Each Investor Director (whether or not an employee, officer, director or member of the Principal Investor who appointed him, or of any Investor Affiliate of ~~the~~such Principal ~~Investors~~Investor) shall be entitled to a fee ~~of [£][]~~ per annum plus all reasonable out of pocket expenses properly incurred by him in connection with the performance of his duties as a director (together with VAT thereon where appropriate) ~~shall be payable by the Company quarterly on 31 March, 30 June, 30 September and 31 December in each year in arrears to the Principal Investor or to such other,~~ such fee to be determined by the Board and paid to such person, and in such manner, as is ~~specified by~~ agreed between the Board and the relevant ~~Principal~~ Investor Director; ~~or~~

~~(ii) who is not an employee, officer, director or member of the Principal Investors, or of any Investor Affiliate of the Principal Investors a fee of [£][] per annum plus all reasonable out of pocket expenses properly incurred by him in connection with the performance of his duties as a director (together with VAT thereon where appropriate) shall be payable to such Investor Director quarterly on 31 March, 30 June, 30 September and 31 December in each year in arrears in such manner as is specified by the relevant Investor Director~~

provided that in each case if any such person does not occupy his position as a director for a full year he shall only receive that proportion of his annual fee which corresponds with the proportion of the year for which he actually occupied his position.

- (b) The CEO and the Independent Directors and any other directors appointed to the Board or the board of any other Group Company who are not Investor Directors shall be entitled to a market rate of remuneration as shall be determined by the Board (or a duly constituted Committee thereof), plus all reasonable out of pocket expenses properly incurred by him in connection with the performance of his duties.
- (c) Any Observer shall be entitled to reimbursement by the relevant Group Company for all reasonable out of pocket expenses properly incurred by him in attending and preparing for any meetings at which he is present.
- (d) Any payment due under this Clause 26 (*Fees, Costs and Expenses*) shall be paid subject to, and paid net of, any deduction or withholding required by law.

26.2 Registration and Related Costs

- (a) The Company shall bear (i) all expenses incurred by the Company and (ii) the reasonable fees and disbursements of one counsel (along with any reasonably necessary local counsel) representing the Investors (as mutually agreed by the Investors holding more than fifty per cent (50%) of the Shares participating in the relevant Demand Registration or Piggyback Registration), in each case, that are

incurred in connection with the Company's or the Investors' performance of or compliance with their respective obligations under this Agreement to the extent related to any Demand Registration or Piggyback Registration or otherwise to the extent incurred in connection with any Demand Registration or Piggyback Registration, whether or not any Shares are sold pursuant to a Demand Registration Statement or Piggyback Registration Statement (the "**Registration Expenses**").

- (b) The Company shall be responsible for (i) all of its expenses to the extent incurred by the Company and (ii) the reasonable fees and disbursements of one counsel (along with any reasonably necessary local counsel) representing the Investors (as mutually agreed by the Investors holding more than fifty per cent (50%) of the Shares participating in the relevant sale or other disposition of Shares), in each case, that are incurred in connection with the consummation of any sale or other disposition of any Shares by the Company and in respect of which proceeds are received by the Company (including expenses payable to third parties and including all salaries and expenses of the Company's officers and employees performing legal or accounting duties), the expense of any annual audit of the Company and any underwriting fees, discounts, selling commissions, and stock transfer taxes and related legal and other fees, in each case, to the extent applicable to any sale or other disposition of Shares by the Company and in respect of which proceeds are received by the Company.
- (c) Each Investor shall pay any commissions applicable to the sale or disposition of such Investors' Shares pursuant to any Demand Registration Statement or Piggyback Registration Statement, in proportion to the amount of such Selling Investor's Shares sold or otherwise disposed of under such Demand Registration Statement or Piggyback Registration Statement.

26.3 Exit/Refinancing Costs

- (a) The relevant Group Company shall pay:
 - (i) all fees, costs and expenses incurred by a Group Company in connection with any Exit, Refinancing or Reorganisation Transaction (including advisers' fees); and
 - (ii) the reasonable fees and disbursements of one counsel (along with any reasonably necessary local counsel) representing the Investors (as mutually agreed by the Investors holding more than fifty per cent (50%) of the Shares involved in the relevant Exit, Refinancing or Reorganisation Transaction), to the extent incurred in connection with such Exit, Refinancing or Reorganisation Transaction,in each case to the extent permissible under applicable law.
- (b) If such Group Company is prohibited by applicable law from paying all such fees, costs and expenses, or if the payment of any such fees, costs and expenses would result in adverse legal or tax consequences for the Group Company as determined by the Board, then the Security Holders shall procure that such fees, costs and expenses are deducted from the aggregate consideration received prior to any funds being paid to Security Holders, and will be borne by each of the Security Holders in the same proportions as the proceeds received by them in connection with the Exit or Refinancing (as applicable).

27. Voting Undertaking and Power of Attorney

27.1 Voting Undertaking

- (a) Each of the Investors undertakes, to the extent necessary, to do any act or action (including the execution of any proxy), to satisfy any reasonable requirements that the Company may have for the purposes of any reasonable “know your customer” requirements applicable in England and Wales and to vote in favour of any resolution:
 - (i) to approve the conversion or re-registration of the Company into an appropriate legal form in the case of an IPO that has received the requisite Standard Investor Consent pursuant to Clause 9.1(a) (*Conduct of Business Undertakings*);
 - (ii) to comply with its obligations and undertakings in this Agreement; and/or
 - (iii) to give effect to any provision of this Agreement and/or the other Transaction Documents.
- (b) Each party undertakes to cause any director that it appointed to vote in favour of any resolution in order to give full effect to any provision of this Agreement and/or the other Transaction Documents.

27.2 Power of Attorney

- (a) Each Investor hereby, in order to fully secure the performance of its obligations under the Transaction Documents, irrevocably, unconditionally and severally appoints each of the Investor Directors (each an “**Attorney**”) to act at any time as its attorney with authority in its name and on its behalf (solely in the Investor’s capacity as such) and to take such actions and complete, execute and deliver, in the name and on behalf of such Investor (solely in the Investor’s capacity as such), any agreements or documents or to do such acts and things, in each case (i) which each Investor is (and only to the extent such Investor is) expressly required to do under the provisions of the Transaction Documents (including to make any demand upon or to give any notice or receipt to any other person) and (ii) which such Investor fails to do so within the period stipulated in the relevant provision of the Transaction Document; *provided that* no Attorney shall be entitled to:
 - (i) provide any indemnity;
 - (ii) provide any guarantee; or
 - (iii) incur any payment obligations on behalf of such Investor.
- (b) The Board shall provide the Investor copies of any agreement, instrument, certificate or other document that is signed by the Attorney as attorney-in-fact for the Investor pursuant to the power of attorney set forth in this Clause 27.2 (*Power of Attorney*) within a commercially reasonable period after execution.
- (c) Each Investor hereby declares that the power of attorney granted by it under this Clause 27.2 (*Power of Attorney*) is irrevocable and unconditional, binds the successors and assignees of such grantor and is made as security interest to secure the interest of the parties, is conclusive and binding on it and that each and every act and thing done by the applicable Attorney pursuant to this Clause 27.2 (*Power of Attorney*) shall be good and effectual as if the same had been done by such Investor and such Investor hereby undertakes at all times hereafter to ratify and confirm

whatsoever applicable Attorney shall lawfully do or cause to be done by virtue of the power of attorney.

- (d) Each Investor irrevocably and unconditionally undertakes at all times to indemnify and keep indemnified the applicable Attorney against all or any actions, proceedings, claims, costs, expenses and liabilities whatsoever arising from the exercise or purported exercise of the powers conferred or purported to be conferred by the power of attorney.
- (e) Each Investor declares that the power of attorney granted by it under this Clause 27.2 (*Power of Attorney*), having been given by him to the Attorney to secure the performance of its obligations under the Transaction Documents, shall be irrevocable in accordance with section 4 of the Powers of Attorney Act 1971.
- (f) The power of attorney granted by each Investor pursuant to this Clause 27.2 (*Power of Attorney*) shall expire at midnight on the date which is thirty (30) Business Days after the termination of this Agreement pursuant to Clause 29 (*Duration*) and shall be irrevocable until that time.

28. Relationship of Agreement to Transaction Documents

- 28.1** If there is any conflict between the provisions of this Agreement and any other Transaction Document (other than the Plan of Reorganization) then the provisions of this Agreement shall prevail.
- 28.2** If any such conflict should be identified, each of the Investors agrees and undertakes, if so requested by the Principal Investors, to exercise its voting rights and other rights as a director and/or Security Holder or in order to amend the relevant Transaction Document or articles of association of the relevant Group Company in order to eliminate the conflict by causing the relevant document to be amended so that it is consistent with this Agreement.

29. Duration

- 29.1** Without prejudice to the accrued rights of any party and save in respect of the Surviving Provisions (which shall survive the termination of this Agreement indefinitely):
 - (a) this Agreement shall terminate on the earlier of (and contemporaneously with):
 - (i) the consummation of an Exchange Listing;
 - (ii) the consummation of an IPO;
 - (iii) the date of completion of an Exit; and
 - (iv) the date on which a Winding Up is concluded; and
 - (b) subject to subparagraph (a), in respect of an Investor, when such Investor and its Investor Affiliates cease to hold any Shares, this Agreement shall terminate with respect to such Investor (and, if applicable, its Investor Affiliates) only (such that the terms of this Agreement may subsequently be varied without the consent of such former Investor); *provided that* such Investor and each of its Investor Affiliates (if applicable) shall have complied with his or its obligations under Clause 17.1 (*New Issues of Shares*) with respect to any Transfer of its Shares (and the relevant Transferee(s) shall have entered into a Deed of Adherence and, where applicable, a deed of accession to any intercreditor deed which forms part of the Financing Documents); *provided further* that no such termination of this Agreement with

respect to such Investor shall relieve such Investor from any breach of or failure to comply with this Agreement prior to such termination.

- 29.2** The Company and each Investor agree that, in the event that this Agreement terminates as a result of an Exchange Listing or an IPO, the Company shall, and all Investors shall cooperate and procure that the Company shall, enter into such arrangements and agreements with each Principal Investor so as to preserve, in so far as is possible and to the extent lawful and reasonably practical in the context of a listed company on the relevant exchange, the benefits, rights and privileges each Principal Investor enjoyed prior to the Exchange Listing or IPO (as applicable) pursuant to this Agreement save that any benefits, rights and privileges held by each Principal Investor pursuant to Clause 9.1 (*Conduct of Business Undertakings*), Clause 17 (*New Issues of Shares*), Clause 18 (*Transfers of Shares*), Part 1 and Part 2 of Schedule 3 (*Conduct of Business*), Schedule 4 (*Information Rights*) and Schedule 5 (*Tag-Along and Drag-Along Rights*) shall not continue following an Exchange Listing or IPO.

30. Variations and Waivers

30.1 Variations

- (a) Subject to paragraphs (b), (c) and (d) of this Clause 30.1 (*Variations*), any alteration under or amendment of this Agreement, the constitutional documents of any Group Company (including the Articles) or ~~the~~any Warrant Instrument (the “**Key Transaction Documents**”), requires approval of a Holder Majority (and in the case of the constitutional documents of any Group Company, including the Articles, by any such higher threshold required by applicable law); *provided that*, subject to applicable Legal Requirements, no such approval shall be required for:
- (i) any alteration or amendment which is solely to effect any alteration or amendment of this Agreement or any other Key Transaction Document which is minor, administrative or technical in nature;
 - (ii) any alteration or amendment solely to reflect the issue or Transfer of any Shares following the Emergence Date, *provided that* such Shares are issued or Transferred in accordance with this Agreement, ~~the~~any Warrant Instrument or the Plan of Reorganization;
- (i) and (ii) each a “**Permitted Amendment**”.
- (b) No alteration or amendment of any governance or organisational document of the Company or any other Group Company (including each Key Transaction Document) that adversely and materially affects a Principal Investor’s economic, governance or other material rights in the Company may be made or given without that Principal Investor’s consent.
- (c) Subject to paragraph (b), no alteration or amendment of any governance or organisational document of the Company or any other Group Company (including each Key Transaction Document) may be made or given without Standard Investor Consent.
- (d) No alteration or amendment of this Agreement shall be made pursuant to this Clause 30.1 (*Variations*) if such an alteration or amendment would be materially adverse to the rights of:
- (i) where the alteration or amendment relates to a right that all Investors benefit from equally, any Investor in a manner disproportionate to the

rights of any other Investor without the consent of each such disproportionately affected Investor;

- (ii) ~~(i)~~ any Principal Investor in a manner disproportionate to the rights of other Principal Investors without the consent of each such disproportionately affected Principal Investor;
- (iii) ~~(ii)~~ any Material Investor (in such capacity) in a manner disproportionate to the rights of other Material Investors without the consent of each such disproportionately affected Material Investor; ~~or~~
- (iv) ~~(iii)~~ any Other Equity Holder who is not a Material Investor in a manner disproportionate to the rights of Other Equity Holders who are not Material Investors without the consent of each such disproportionately affected Other Equity Holder; ~~or~~
- (v) where the alteration or amendment relates to a right specifically provided to a Material Investor (in such capacity) hereunder, the Material Investors (other than Material Investors who are Principal Investors) without the consent of the Material Investors (other than Material Investors who are Principal Investors) together holding Shares representing a majority of the issued and outstanding Ordinary Shares held by the Material Investors (other than Material Investors who are Principal Investors) at that time.

- (e) Each party undertakes to pass any shareholder resolutions of the Company and to enter into such proxies, consents to short notice and other documentation and to waive any applicable rights which they have as is required to give full effect to any alteration or amendment of any Key Transaction Document notified to it in accordance with Clause 30.1(a) (*Variations*).
- (f) No alteration or amendment of this Agreement shall be effective unless made in writing and signed by the Holding Companies and the Investors whose consents are required pursuant to clauses (a)-(d) above.

30.2 No Waiver

- (a) No failure or delay by any Investor or time or indulgence given in exercising any remedy or right under or in relation to this Agreement shall operate as a waiver of the same nor shall any single or partial exercise of any remedy or right preclude any further exercise of the same or the exercise of any other remedy or right.
- (b) No waiver by any party of any requirement of this Agreement, or of any remedy or right under this Agreement, shall have effect unless given in writing by such party. No waiver of any particular breach of the provisions of this Agreement shall operate as a waiver of any repetition of such breach.
- (c) Any waiver, release or compromise or any other arrangement of any kind whatsoever which an Investor gives or enters into with any other party in connection with this Agreement shall not affect any right or remedy of any Investor as regards any other parties or the liabilities of any other such parties under or in relation to this Agreement.

31. Entire Agreement

- 31.1** This Agreement and the other Transaction Documents together contain the entire agreement and understanding of the parties and supersede all prior agreements, understandings or

arrangements (both oral and written) relating to the subject matter of this Agreement and any such document.

- 31.2** Each of the parties acknowledges that it is entering into this Agreement without reliance on any undertaking or representation given by or on behalf of any other party to this Agreement, other than as expressly contained in this Agreement, and *provided that* nothing in this Clause 31.2 (*Entire Agreement*) shall exclude any liability of any party for fraud or fraudulent misrepresentation.
- 31.3** This Agreement shall not be construed as creating any partnership or agency relationship between any of the parties, except where this Agreement expressly so provides.
- 31.4** Without prejudice to any liability for fraud, fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Agreement are contained in this Agreement, and no party shall have any right to rescind this Agreement.

32. Assignment

- 32.1** Subject to Clause 32.2 (*Assignment*), Clause 17 (*New Issues of Shares*), Clause 18 (*Transfers of Shares*), and Schedule 5 (*Tag-Along and Drag-Along Rights*), no party shall be entitled to assign the benefit or burden of any provision of this Agreement (or any of the documents referred to herein) without Enhanced Investor Consent.
- 32.2** All or any of an Investor's rights under this Agreement may be assigned by that Investor to any third party to whom it Transfers Shares as permitted by and in accordance with this Agreement, any Investor Affiliate of that Investor or any bank or financial institution providing finance to the Group and by any Investor Affiliate to another Investor Affiliate of the same Investor, *provided that* in the case of an assignment to an Investor Affiliate, if such assignee ceases to be an Investor Affiliate such rights are assigned to the Investor or another Investor Affiliate of that Investor.
- 32.3** No assignment of this Agreement shall operate to increase the liability of any of the parties under this Agreement.

33. Counterparts

This Agreement may be executed as two or more counterparts and execution by each of the parties of any one of such counterparts will constitute due execution of this Agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed.

34. Further Assurance

- 34.1** Each party shall observe and comply fully with the provisions of this Agreement and each of the Transaction Documents applicable to such party and undertakes to exercise his rights (whether in his capacity as an Investor, Security Holder, shareholder, director or employee (in each case as far as may be applicable)) to give full effect to the provisions of this Agreement including to pass any shareholder resolutions of the Company and to enter into such proxies, consents to short notice, waivers of pre-emption and other documentation and waive any applicable rights which they have as is required to implement or give effect to any provision of this Agreement, including any New Issue, Tag-Along Sale, Drag-Along Sale, Transfer, buyback or repurchase of Shares by a Group Company permitted by or carried out

in accordance with this Agreement, Exit, Exchange Listing or Reorganisation Transaction permitted or required by, and carried out in accordance with, the terms of this Agreement.

34.2 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, do and execute and perform all such further deeds, documents, assurances, acts and things as may reasonably be required to give full effect to this Agreement.

35. Other Remedies

35.1 Any remedy or right conferred upon any party for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to them.

35.2 Each party agrees and acknowledges that:

- (a) a person with rights under this Agreement may be irreparably harmed by any breach of its terms, and that damages alone may not necessarily be an adequate remedy;
- (b) without affecting any other rights or remedies, if a breach of this Agreement occurs or is threatened, the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, may be available; and
- (c) it shall, if any of the remedies set out in subparagraph (b) is sought in relation to any threatened or actual breach of the terms of this Agreement, waive any rights it may have to oppose that remedy on the grounds that damages would be an adequate alternative.

36. Liability

Except where this Agreement expressly provides otherwise, obligations, covenants, warranties, representations and undertakings expressed to be assumed or given by two or more persons shall in each case be construed as if expressed to be given severally and not jointly and severally or jointly.

37. Successors

This Agreement shall be binding on each Investor's assigns, personal representatives and successors in title, but such persons shall not be entitled to the benefit of its provisions unless they have entered into a Deed of Adherence.

38. Investors

38.1 The rights and benefits afforded to an Investor under this Agreement are given to and held by it for itself and as agent and as trustee for and on behalf of all past and future Investors.

38.2 Notwithstanding the provisions of Clause 32.1 (*Assignment*), the general partner, operator, manager or adviser of any Investor, or any other person nominated by that Investor to act on its behalf shall, at the discretion of the relevant Investor, be entitled to enforce all rights and benefits of such Investor relevant under this Agreement at all times as if a party to this Agreement.

38.3 If anything comes to the attention of any Investor which may constitute a breach by any party of any obligation under this Agreement, the Investors agree among themselves that:

- (a) such Investor shall notify the Material Investors promptly with a view to agreeing the action to be taken; and

- (b) no action (including any claim) in respect of such breach shall be taken by any of the Investors without Enhanced Investor Consent.

39. Third Party Rights

- 39.1** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Agreement, except to the extent set out in this Clause 39 (*Third Party Rights*).
- 39.2** The third parties referred to in paragraph 5 of Part 1 of Schedule 2 (*Board Proceedings and Voting*), the D&O Indemnified Persons and any Investor Affiliate or Group Company may directly enforce only those Clauses in which they have an express right or are given an express benefit.
- 39.3** This Agreement may be terminated and any term may be amended or waived without the consent of the third party persons referred to in Clause 39.2 (*Third Party Rights*).

40. Invalidity

If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable, the legality, validity and enforceability of the rest of this Agreement shall not be affected. In particular, if any provision of this Agreement incorporates or refers to provisions in a Schedule to this Agreement, then this Agreement is to be construed so as to create separate provisions in respect of each of the individual provisions set out in that Schedule, and if one of those provisions shall be held to be illegal, void, invalid or unenforceable, then the legality, validity and enforceability of the rest of those provisions shall not be affected.

41. Notices

41.1 Form of Notice

Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement (each a “**Notice**” for the purposes of this Clause 41.1 (*Form of Notice*)) shall be in writing.

41.2 Method of Service

Service of a Notice must be effected by one of the following methods:

- (a) by hand to the relevant address set out in Clause 41.4 (*Address for Service*) and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time;
- (b) by prepaid first-class post to the relevant address set out in Clause 41.4 (*Address for Service*) and shall be deemed served at the start of the second Business Day after the date of posting;
- (c) by internationally recognized courier to the relevant address set out in Clause 41.4 (*Address for Service*) and shall be deemed served at the start of the fourth Business Day after the date of posting; or
- (d) by email to the relevant address set out in Clause 41.4 (*Address for Service*) and shall be deemed served at time of sending, *provided that* receipt shall not be deemed to have occurred if the sender receives an automated message indicating that the message has not been delivered to the recipient.

41.3 In Clause 41.2 (*Method of Service*) “during a Business Day” means any time between 9:30 a.m. and 5:30 p.m. on a Business Day. References to “the start of a Business Day” and “the end of a Business Day” shall be construed accordingly.

41.4 Address for Service

Notices shall be addressed as follows:

(a) Notices for the Holding Companies shall be marked for the attention of:

Name: ~~[]~~ [Avianca Group International Limited](#)

Address: ~~[]~~

Address: [Avianca Savinvest Arquen House, 4-6 Spicer Street, St. Albans, Greater London AL3 4PQ](#)

Attn: [Adrian Neuhauser, Chief Executive Officer](#)
[Richard Galindo Sanchez, General Counsel](#)

Email: ~~[]~~ Adrian.Neuhauser@Avianca.com

~~With a copy to [] (delivery of such copy shall not in itself constitute valid notice)~~

Richard.Galindo@Avianca.com

(b) Notices for each Original Principal Investor, each Original Other Equity Holder and each Additional Principal Investor (if such Additional Principal Investor is an Original Other Equity Holder) shall be marked as detailed in Part 1 of Schedule 1 (*Other Principal Investors and Original Other Equity Holders*) of this Agreement.

(c) In the case of any other party to this Agreement, from time to time, Notices shall be addressed to the relevant party at the address set out in that party’s Deed of Adherence.

41.5 Change of Details

A party may change its address for service *provided that* the new address is within the United Kingdom and that it gives the other party not less than ~~fifteen~~five (~~15~~5) days’ prior notice in accordance with this Clause 41.5 (*Change of Details*). Until the end of such notice period, service on either address shall remain effective.

41.6 Email Communication

Notwithstanding the provisions of Clauses 41.1 (*Form of Notice*) and 41.2 (*Method of Service*), any communication to be sent or supplied to the Company or by the Company for the purposes of Clause 9 (*Conduct of Business (Investor Consents and Investor Directions)*), Clause 10 (*Provision of Information*) and Clause 16 (*Annual Budget and Business Plan*) may be made by email to:

(a) in the case of the Company, to such email address as may be specified for this purpose by the Company; and

(b) in the case of any other party, such email address as may be notified to the Company in writing for this purpose;

and such communications shall be deemed served at the time of sending, *provided that* receipt shall not be deemed to occur if the sender receives an automated message indicating that the message has not been delivered to the recipient.

41.7 Valid Service in Proceedings

Each party agrees that process and any other documents in respect of proceedings in any court, tribunal (arbitral or otherwise) or before any other entity or person involved in a dispute resolution process with respect to this Agreement will be validly served on that party if they are served in accordance with this Clause 41 (*Notices*) (but excluding service by email), and each party irrevocably consents to service in that manner. Nothing in this Agreement will affect the right of any party to serve process and any other documents in any other manner permitted by applicable law.

42. Capacity

Each party warrants to each other party that it has full power and authority and has obtained all necessary consents to enter into and perform the obligations expressed to be assumed by it under this Agreement (and any other agreement or arrangement to be entered into by it in connection with this Agreement), that the obligations expressed to be assumed by it under this Agreement and each such other agreement are legal, valid and binding and enforceable against it in accordance with their terms and that the execution, delivery and performance by it of this Agreement and each such other agreement and arrangement will not:

- 42.1 result in a breach of, or constitute a default under, any agreement or arrangement to which it is a party or by which it is bound or under its constitutive documents; or
- 42.2 result in a breach of any law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound.

43. Governing Law and Jurisdiction

- 43.1 This Agreement and the rights and obligations of the parties, including the validity and enforceability of this Agreement, the capacity of the parties and all non-contractual obligations arising under or in connection with this Agreement, shall be governed by and construed in accordance with the laws of England and Wales.
- 43.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Agreement, and/or any non-contractual obligations arising in connection with this Agreement.
- 43.3 Without prejudice to any other mode of service allowed under any relevant law, each Investor (other than an Investor incorporated in England and Wales):
 - (a) irrevocably appoints (i) the party detailed in Schedule 1, provided that if on the date hereof, an Investor has failed to appoint the party detailed in Schedule 1, such Investor shall appoint such party within thirty (30) days of the date hereof or (ii) for any Investor who becomes an Investor pursuant to a Deed of Adherence, the party detailed in the Deed of Adherence, as its agent for service of process in relation to any proceedings before the English courts in connection with any Transaction Document; and
 - (b) agrees that failure by an agent for service of process to notify the relevant Investor of the process will not invalidate the proceedings concerned.

44. United Matters

Notwithstanding anything contained herein to the contrary, (a) for as long as United and/or any permitted transferee of the United Warrants hold any unexercised

outstanding United Warrants, subject to and in a manner compliant with all applicable Legal Requirements, United and/or such permitted transferee shall have, in their capacity as holders of United Warrants, the same rights and obligations in respect of the United Warrant Shares as the holders of Ordinary Shares (including the Original Principal Investors and the Other Equity Holders, as applicable) have in respect of their Ordinary Shares, including with respect to antidilution and pre-emptive rights protection (including with respect to distributions and dividends), drag-along and tag-along rights, the right to appoint both a board member and a board observer, confidentiality and transfer provisions; provided, however, that United, as a Principal Investor, shall not have the right to exercise its voting rights as set forth in Part 2 of Schedule 2 (General Meetings and Votes of Members) and its consent rights in connection with any Enhanced Investor Consent (or Enhanced Investor Direction) or any Standard Investor Consent (or Standard Investor Direction) until such time as it owns Ordinary Shares following an Exercise subject to and in a manner compliant with all applicable Legal Requirements; provided further, however, that United shall not have the right to exercise its Investor Director appointment rights as set forth in Clause 5.3 (Rights of Principal Investors to appoint and remove Investor Directors) and its Chairman appointment rights as set forth in Clause 5.4 (Rights of the Principal Investors to appoint and remove the Chairman) until such time as it determines that it has received all Antitrust Approvals (as such term is defined in the United Warrant Instrument) necessary to exercise such rights, and (b) all rights granted to United in connection with the issuance of the United Warrants (including under this Agreement, the United Warrant Instrument, the Articles or any other agreement applicable to the United Warrants or that provides or governs any rights granted to United in connection therewith) that are exercisable prior to the Exercise by United of the United Warrants and receipt by United of Ordinary Shares as a result of an Exercise shall be exercisable by United in accordance with applicable Legal Requirements in all relevant jurisdictions (as United determines in its discretion, but subject to Clause 2.2 of the United Warrant Instrument).

IN WITNESS whereof this Agreement has been executed as a deed and has been delivered on the day and year first above written.

Original Principal Investors

Elliott International L.P.

~~Executed and Delivered as a Deed by [] acting by [], a director~~
SIGNED and DELIVERED as a DEED for an on behalf of ELLIOTT INTERNATIONAL, L.P. by Elliott Investment Management L.P. as attorney-in-fact acting by its authorised signatory in the presence of:

} Director
=
=
=

Name: Elliott Greenberg
=

Witness's Signature _____

Name: _____

Address: _____

Occupation: _____

^{5.} Note: Signature blocks to be considered with regard to non-UK entities and completed in version for execution.

Elliott Associates, L.P.

SIGNED and DELIVERED as a DEED for an on behalf of
ELLIOTT ASSOCIATES, L P by Elliott Investment Management
L.P. as attorney-in-fact acting by its authorised signatory in the
presence of:~~In the presence of:~~

Signature of Witness



=
=
=

.....
=====
Name: Elliott Greenberg
=

Witness's Signature _____

Name: _____

Address: _____

Occupation: _____

KINGSLAND INTERNATIONAL GROUP S.A.

EXECUTED as a deed by
KINGSLAND
INTERNATIONAL GROUP
S A , a company incorporated
in Panama, by

....., being a person who, in
accordance with the laws of
that territory, is acting under
the authority of the company
in the presence of:

Name, address and occupation of witness

Witness's Signature

.....

Name:

.....

Address:

.....

Occupation:

.....

KHLLS.A.

EXECUTED as a deed by KHLLS.A., a
company incorporated in Panama, by
....., being
a person who, in accordance with the laws of
that territory, is acting under the authority of
the company in the presence of:



.....

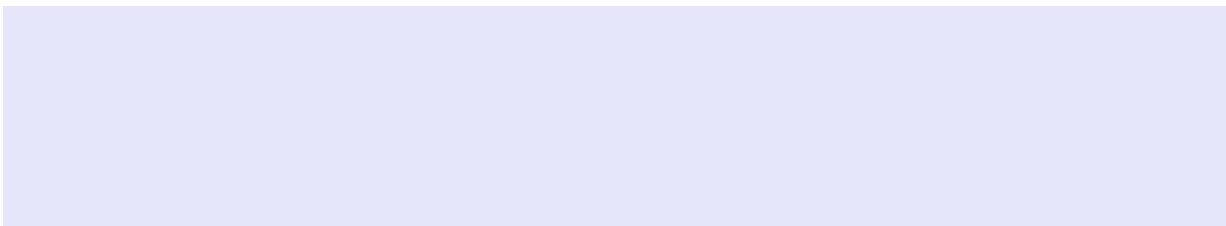
Witness's Signature

Name:

Address:

.....

Occupation:



Acceleration Investments L.P.

EXECUTED as a deed by ACCELERATION INVESTMENTS L.P., a company incorporated in Canada, by _____, being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:



.....

Witness's Signature _____

Name: _____

Address: _____

Occupation: _____

Acceleration Investments ILLP.

EXECUTED as a deed by ACCELERATION
INVESTMENTS ILLP, a company
incorporated in Canada, by
_____, being a person
who, in accordance with the laws of that
territory, is acting under the authority of the
company in the presence of:



.....

Witness's Signature _____

Name: _____

Address: _____

Occupation: _____

Acceleration Investments III L.P.

EXECUTED as a deed by ACCELERATION INVESTMENTS III L.P., a company incorporated in Canada, by _____, being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:



.....

Witness's Signature _____

Name: _____

Address: _____

Occupation: _____

Fratelli Investments Limited

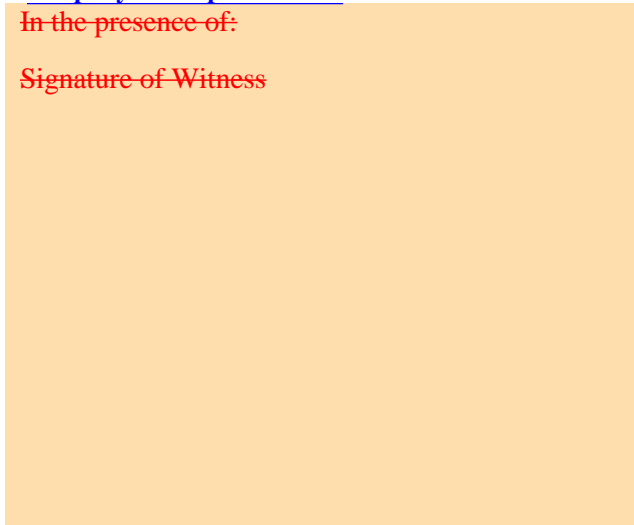
~~Executed and Delivered as a Deed by []~~
~~acting by [], a director~~**EXECUTED as a**
deed by FRATELLI INVESTMENTS
LIMITED, a company incorporated in
Bermuda, by
....., being a person
who, in accordance with the laws of that
territory, is acting under the authority of the
company in the presence of:



.....
Director

In the presence of:

Signature of Witness



Witness's Signature

.....

Name:

=====

Address:

=====

=====

Occupation:

=====

GRI Investments, Inc.

EXECUTED as a deed by GRINVESTMENTS, INC acting by Gregory David being a person who, in accordance with the laws of Canada, is duly authorised by GRINVESTMENTS, INC to sign on its behalf, in the presence of:

.....

Name, address and occupation of witness

Witness's Signature

.....

Name:

.....

Address:

.....

.....

Occupation:

.....

The Rossy Foundation

~~Executed and Delivered as a Deed by [] acting by [], a director~~ EXECUTED as a deed by THE ROSSY FOUNDATION acting by Gregory David being a person who, in accordance with the laws of Canada, is duly authorised by THE ROSSY FOUNDATION to sign on its behalf, in the presence of:

Director

Witness's Signature _____

Name: _____

Address: _____

Occupation: _____

3457745 Canada, Inc.

EXECUTED as a deed by 3457745 CANADA, INC., acting by Leonard Assaly being a person who, in accordance with the laws of Canada, is duly authorised by 3457745 CANADA, INC to sign on its behalf, in the presence of:

} _____

Witness's Signature _____

Name: _____

Address: _____

Occupation: _____

The Leonard T. Assaly Family Foundation

EXECUTED as a deed by THE LEONARD T. ASSALY FAMILY FOUNDATION acting by Leonard Assaly being a person who, in accordance with the laws of Canada, is duly authorised by THE LEONARD T. ASSALY FAMILY FOUNDATION to sign on its behalf, in the presence of:~~in the presence of:~~



.....

~~Signature of Witness~~

Witness's Signature

Name:

Address:

.....

Occupation:

The David Family Foundation

~~Name, address and occupation of~~
~~witness~~ EXECUTED as a deed by **THE DAVID**
FAMILY FOUNDATION acting by **Gregory David**
being a person who, in accordance with the laws of
Canada, is duly authorised by THE DAVID
FAMILY FOUNDATION to sign on its behalf, in
the presence of:

}
}
}
}

Witness's Signature

Name:

Address:

.....

Occupation:

12353296 Canada, Inc.

EXECUTED as a deed by 12353296 CANADA, INC.
acting by Neil Rossy being a person who, in accordance
with the laws of Canada, is duly authorised by 12353296
CANADA, INC to sign on its behalf, in the presence of:



Witness's Signature

Name:

Address:

Occupation:

South Lake One LLC

EXECUTED as a deed by SOUTHLAKE ONE LLC acting by Luis Felipe Correa González and María Victoria Quiroga Moreno being persons who, in accordance with the laws of the State of Delaware (U.S.A), are duly authorised by SOUTHLAKE ONE LLC to sign on its behalf

.....
Name: Luis Felipe Correa González
Title: Manager

.....
Name: María Victoria Quiroga Moreno
Title: Manager

United Airlines, Inc

~~Executed and Delivered as a Deed~~ by [] acting
by [], a director EXECUTED as a deed by
UNITED AIRLINES, INC acting by John Gebo
being a person who, in accordance with the laws of
the State of Delaware (U.S.A), is duly authorised by
UNITED AIRLINES, INC to sign on its behalf, in
the presence of:

Director

Witness's Signature _____

Name: _____

Address: _____

Occupation: _____

Other Equity Holders

Moneda Deuda Latinoamericana Fondo de Inversión

EXECUTED as a deed by MONEDA DEUDA LATINOAMERICANA FONDO DE INVERSIÓN a company incorporated in Chile acting by persons who, in accordance with the laws of that territory, are acting under the authority of MONEDA S A ADMINISTRADORA GENERAL DE FONDOS being an entity who is acting under the authority of MONEDA DEUDA LATINOAMERICANA FONDO DE INVERSIÓN, to act on its behalf

Name:

Name:

=

Moneda Latin American Corporate Debt

EXECUTED as a deed by MONEDA LATIN AMERICAN CORPORATE DEBT a company incorporated in the Cayman Islands acting by persons who, in accordance with the laws of that territory, are acting under the authority of MONEDA INTERNATIONAL INC. being an entity who is acting under the authority of MONEDA INTERNATIONAL INC., to act on its behalf

=

Name:

Name:
=

Citadel Equity Fund Ltd

EXECUTED as a deed by CITADEL EQUITY FUND LTD a company incorporated in the Cayman Islands acting by a person who, in accordance with the laws of that territory, is acting under the authority of CITADEL ADVISORS LLC being an entity who is acting under the authority of CITADEL EQUITY FUND LTD to sign on its behalf, in the presence of:

.....
Name: Michael Weiner

Witness's Signature _____

Name:

Address: _____

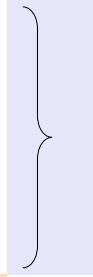
.....

Occupation: _____

Saga Worldwide Limited

EXECUTED as a deed by SAGA WORLDWIDE LIMITED acting by a person or persons who, in accordance with the laws of the British Virgin Isles, is/are duly authorised by SAGA WORLDWIDE LIMITED to sign on its behalf~~In the presence of:~~

Signature of Witness



.....

Name:

.....

Name:

Name, address and occupation of witness

Witness's Signature

.....

Name:

.....

Address:

.....

.....

Occupation:

.....

Sky X LLC

EXECUTED as a deed by SKY X LLC acting by a person or persons who, in accordance with the laws of the State of Delaware (U S A), is/are duly authorised by SKY X LLC to sign on its behalf

Name:
Title:

Name:
Title:

Witness's Signature _____

Name: _____

Address: _____

Occupation: _____

Inversiones Caroni Limitada

**EXECUTED as a deed by INVERSIONES CARONI
LIMITADA acting by a person or persons who, in
accordance with the laws of Chile, is/are duly authorised
by INVERSIONES CARONLIMITADA to sign on its
behalf, in the presence of:**

Name:

Name:

Witness's Signature _____

Name: _____

Address: _____

Occupation: _____

SKB Trust

~~Executed and Delivered as a Deed by~~
 EXECUTED as a deed by SKB TRUST acting by a person or persons who, in accordance with the laws of the State of Florida (U.S.A), is/are duly authorised by SKB TRUST to sign on its behalf, in the presence of:

{ Signature of Individual}.....

Name:

.....
Name:

Witness's Signature _____

Name: _____

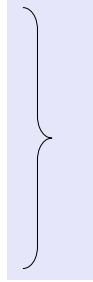
Address: _____

Occupation: _____

Orinoco Inmobiliaria Ltda

EXECUTED as a deed by ORINOCO
INMOBILIRIA LTDA acting by a person or
persons who, in accordance with the laws of Chile,
is/are duly authorised by ORINOCO
INMOBILIRIA LTDA to sign on its behalf, in the
presence of: ~~In the presence of:~~

~~Signature of Witness~~



.....
Name:

Name:

Witness's Signature _____

Name: _____

Address: _____

Occupation: _____

Atlantica Holdings, Inc.

Name, address and occupation of
witness EXECUTED as a deed by ATLANTICA
HOLDINGS, INC. acting by a person or persons
who, in accordance with the laws of Panama, is/are
duly authorised by ATLANTICA HOLDINGS INC
to sign on its behalf, in the presence of:

.....
.....
.....
Name:

.....
.....
Name:

Witness's Signature

Name:

Address:

.....

Occupation:

AV Securities, Inc.

EXECUTED as a deed by AV SECURITIES, INC. acting by a person or persons who, in accordance with the laws of Panama, is/are duly authorised by AV SECURITIES INC. to sign on its behalf, in the presence of:

Name:

Name:

Witness's Signature _____

Name: _____

Address: _____

Occupation: _____

Munuga LLC

EXECUTED as a deed by MUNUGA LLC acting by a person or persons who, in accordance with the laws of the State of Florida (U.S.A), is/are duly authorised by MUNUGA LLC to sign on its behalf, in the presence of:

.....
Name:

.....
Name:

Witness's Signature

Name:

Address:

Occupation:

The Company

EXECUTED as a deed by AVIANCA GROUP
INTERNATIONAL LIMITED acting by
....., a director
in the presence of:

(1) Director

Witness's Signature

Name:

Address:

Occupation:

**Schedule 1
Other Principal Investors and Original Other Equity Holders**

**Part 1
Original Principal Investors**

Name	Contact person	Email address	Address	Process Agent
{ }	{ }	{ }	{ }	
{ }	{ }	{ }	{ }	
{ }	{ }	{ }	{ }	

<u>Name</u>	<u>Contact person</u>	<u>Email address</u>	<u>Address</u>	<u>Process Agent</u>
<u>Elliott</u>				
<u>Elliott Associates, L.P.</u>	<u>Elliott Greenberg ; Johannes Weber; Michael Stephan; Mark Germann</u>	<u>eGreenberg@elliottmgmt.com; jWeber@elliottmgmt.com; mStephan@elliottmgmt.com; mGermann@elliottmgmt.com</u>	<u>c/o Elliott Investment Management L.P., Phillips Point, East Tower, 777 South Flagler Drive, Suite 1000, West Palm Beach, FL 33401</u>	<u>Elliott Advisors (UK) Limited Park House, 116 Park Street London W1K 6AF United Kingdom Attn: Christopher Leonard, Head of European Legal and Compliance cLeonard@elliottadvisors.co.uk</u>
<u>Elliott International, L.P.</u>	<u>Elliott Greenberg ; Johannes Weber; Michael Stephan; Mark Germann</u>	<u>eGreenberg@elliottmgmt.com; jWeber@elliottmgmt.com; mStephan@elliottmgmt.com; mGermann@elliottmgmt.com</u>	<u>c/o Elliott Investment Management L.P., Phillips Point, East Tower, 777 South Flagler Drive, Suite 1000, West Palm Beach, FL 33401</u>	<u>Elliott Advisors (UK) Limited Park House, 116 Park Street London W1K 6AF United Kingdom Attn: Christopher Leonard, Head of European Legal and Compliance cLeonard@elliottadvisors.co.uk</u>
<u>Kingsland Group</u>				
<u>Kingsland International Group S.A.</u>	<u>Jennifer Kanold; Rodrigo Salcedo</u>	<u>jkanold@ieomia.com rsalcedo@caobacapital.com</u>	<u>International Executive Offices 2 Alhambra Plaza Suite 802</u>	<u>Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom</u>

<u>Name</u>	<u>Contact person</u>	<u>Email address</u>	<u>Address</u>	<u>Process Agent</u>
			<u>Coral Gables Florida 33134 U.S.A.</u>	
<u>KHLI S.A.</u>	<u>Jennifer Kanold; Rodrigo Salcedo</u>	<u>jkanold@ieomia.com rsalcedo@caobacapital.com</u>	<u>Internationa l Executive Offices 2 Alhambra Plaza Suite 802 Coral Gables Florida 33134 U.S.A.</u>	<u>Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom</u>
<u>Acceleration Investments LP</u>	<u>Rodrigo Salcedo; Juan Wurmser</u>	<u>Rsalcedo@caobacapital.com jwurmser@caobacapital.com</u>	<u>Brookfield Place, 181 Bay St Suite 4400 Toronto, ON M5J 2T3 Canada</u>	<u>Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom</u>
<u>Acceleration Investments II LP</u>	<u>Rodrigo Salcedo; Juan Wurmser</u>	<u>Rsalcedo@caobacapital.com jwurmser@caobacapital.com</u>	<u>Brookfield Place, 181 Bay St Suite 4400 Toronto, ON M5J 2T3 Canada</u>	<u>Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom</u>
<u>Acceleration Investments III LP</u>	<u>Rodrigo Salcedo; Juan Wurmser</u>	<u>Rsalcedo@caobacapital.com jwurmser@caobacapital.com</u>	<u>Brookfield Place, 181 Bay St Suite 4400 Toronto, ON M5J 2T3 Canada</u>	<u>Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom</u>
<u>Fratelli Investments Limited</u>	<u>Andrés Segú; Sebastián Gómez</u>	<u>asegu@megeve.cl sgomez@megeve.cl</u>	<u>Espoz 3150, Vitacura, Santiago de Chile Oficina 401 Chile</u>	<u>UMA Wealth (UK) Limited 48 Dover Street, London, W1S 4FF United Kingdom</u>
<u>GRI Investments Inc</u>	<u>Gregory David; Luisa D'Asti;</u>	<u>Greg.david@gricapital.com; Luisa.dasti@gricapital.com; invest@gricapital.com; nikhil.shah@gricapital.com</u>	<u>5690 Royalmount Mont-Royal, QC</u>	<u>Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG</u>

<u>Name</u>	<u>Contact person</u>	<u>Email address</u>	<u>Address</u>	<u>Process Agent</u>
	<u>Nikhil Shah</u>		<u>H4P 1K4</u>	<u>United Kingdom</u>
<u>The Rossy Foundation</u>	<u>Gregory David;</u> <u>Luisa D'Asti;</u> <u>Nikhil Shah</u>	<u>Greg.david@gricapital.com;</u> <u>Luisa.dasti@gricapital.com;</u> <u>invest@gricapital.com;</u> <u>nikhil.shah@gricapital.com</u>	<u>5690 Royalmount</u> <u>Mont-Royal,</u> <u>QC</u> <u>H4P 1K4</u>	<u>Law Debenture Corporate Services Limited</u> <u>8th Floor, 100 Bishopsgate,</u> <u>London, EC2N 4AG</u> <u>United Kingdom</u>
<u>3457745 Canada Inc.</u>	<u>Gregory David;</u> <u>Luisa D'Asti;</u> <u>Nikhil Shah</u>	<u>Greg.david@gricapital.com;</u> <u>Luisa.dasti@gricapital.com;</u> <u>invest@gricapital.com;</u> <u>nikhil.shah@gricapital.com</u>	<u>5690 Royalmount</u> <u>Mont-Royal,</u> <u>QC</u> <u>H4P 1K4</u>	<u>Law Debenture Corporate Services Limited</u> <u>8th Floor, 100 Bishopsgate,</u> <u>London, EC2N 4AG</u> <u>United Kingdom</u>
<u>The Leonard T. Assaly Family Foundation</u>	<u>Gregory David;</u> <u>Luisa D'Asti;</u> <u>Nikhil Shah</u>	<u>Greg.david@gricapital.com;</u> <u>Luisa.dasti@gricapital.com;</u> <u>invest@gricapital.com;</u> <u>nikhil.shah@gricapital.com</u>	<u>5690 Royalmount</u> <u>Mont-Royal,</u> <u>QC</u> <u>H4P 1K4</u>	<u>Law Debenture Corporate Services Limited</u> <u>8th Floor, 100 Bishopsgate,</u> <u>London, EC2N 4AG</u> <u>United Kingdom</u>
<u>The David Family Foundation</u>	<u>Gregory David;</u> <u>Luisa D'Asti;</u> <u>Nikhil Shah</u>	<u>Greg.david@gricapital.com;</u> <u>Luisa.dasti@gricapital.com;</u> <u>invest@gricapital.com;</u> <u>nikhil.shah@gricapital.com</u>	<u>5690 Royalmount</u> <u>Mont-Royal,</u> <u>QC</u> <u>H4P 1K4</u>	<u>Law Debenture Corporate Services Limited</u> <u>8th Floor, 100 Bishopsgate,</u> <u>London, EC2N 4AG</u> <u>United Kingdom</u>
<u>12353296 Canada Inc</u>	<u>Gregory David;</u> <u>Luisa D'Asti;</u> <u>Nikhil Shah</u>	<u>Greg.david@gricapital.com;</u> <u>Luisa.dasti@gricapital.com;</u> <u>invest@gricapital.com;</u> <u>nikhil.shah@gricapital.com</u>	<u>5690 Royalmount</u> <u>Mont-Royal,</u> <u>QC</u> <u>H4P 1K4</u>	<u>Law Debenture Corporate Services Limited</u> <u>8th Floor, 100 Bishopsgate,</u> <u>London, EC2N 4AG</u> <u>United Kingdom</u>
<u>South Lake</u>				
<u>South Lake One LLC</u>	<u>Luis Felipe Correa González and</u> <u>Martín Guiloff Salvador</u>	<u>fcorrea@benjamin.cl;</u> <u>mguiloff@benjamin.cl</u>	<u>Registered Address:</u> <u>1013 Centre Road, Suite</u> <u>403-B,</u> <u>Wilmington,</u> <u>Delaware</u> <u>19805, US</u> <u>Address for</u>	<u>Law Debenture Corporate Services Limited</u> <u>8th Floor, 100 Bishopsgate,</u> <u>London, EC2N 4AG</u> <u>United Kingdom</u>

<u>Name</u>	<u>Contact person</u>	<u>Email address</u>	<u>Address</u>	<u>Process Agent</u>
			<u>notices:</u> <u>Presidente</u> <u>Riesco 5711</u> <u>office 1603,</u> <u>Las Condes,</u> <u>Santiago,</u> <u>Chile</u>	
<u>United</u>				
<u>United Airlines, Inc</u>	<u>John Gebo</u>	<u>John.Gebo@United.com</u>	<u>233 South Wacker Drive Chicago, IL 60606</u>	<u>United Airlines, Inc.</u> <u>UK Branch</u> <u>World Business Centre 1 Newall Road, Hounslow</u> <u>London Heathrow Airport</u> <u>TW6 2FA</u>

Part 2
Original Other Equity Holders

Name	Contact person	Email address	Address	Process Agent
{ }	{ }	{ }	{ }	
{ }	{ }	{ }	{ }	
{ }	{ }	{ }	{ }	

<u>Name</u>	<u>Contact person</u>	<u>Email address</u>	<u>Address</u>	<u>Process Agent</u>
<u>Moneda Deuda Latinoamericana Fondo de Inversion</u>	<u>Ignacio Fernandez and Fernando Tisne</u>	<u>ifernandez@moneda.cl;</u> <u>ftisne@moneda.cl</u>	<u>Isidora Goyenechea 3621, 8th floor, Las Condes, Chile</u>	<u>Law Debenture Corporate Services Limited</u> <u>8th Floor, 100 Bishopsgate, London, EC2N 4AG</u> <u>United Kingdom</u>
<u>Moneda Latin American Corporate Debt</u>	<u>Ignacio Fernandez and Fernando Tisne</u>	<u>ifernandez@moneda.cl;</u> <u>ftisne@moneda.cl</u>	<u>Isidora Goyenechea 3621, 8th floor, Las Condes, Chile</u>	<u>Law Debenture Corporate Services Limited</u> <u>8th Floor, 100 Bishopsgate, London, EC2N 4AG</u> <u>United Kingdom</u>
<u>Citadel Equity Fund Ltd</u>	<u>Citadel Legal Department</u>	<u>CitadelAgreementNotice@citadel.com</u>	<u>c/o Citadel Americas LLC, 131 S Dearborn St, Chicago, IL 60603</u>	<u>Citadel Enterprise Europe Limited, Moor House, 120 London Wall, London EC2Y 5ET, FAO: Legal Department</u>
<u>Saga Worldwide Limited</u>	<u>Eva Friedman</u>	<u>evitaregina08@gmail.com</u>	<u>FAO: Eva Friedman, 20900 NE</u>	<u>Law Debenture Corporate</u>

<u>Name</u>	<u>Contact person</u>	<u>Email address</u>	<u>Address</u>	<u>Process Agent</u>
			<u>30th Avenue Suite 401, Aventura FL 33180</u>	<u>Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom</u>
<u>Sky X LLC</u>	<u>Victoriano Cerda</u>	<u>controllegaln@gmail.com</u>	<u>FAO: Victoriano Cerda, 150 Ocean Lane Dr apt 8^a, Key Biscayne FL 33149</u>	<u>Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom</u>
<u>Inversiones Caroni Limitada</u>	<u>Henry Manzano</u>	<u>manzano.henry@yahoo.com</u>	<u>FAO: Henry Manzano, Avenida El Salto 4001, Oficina Piso 12, Santiago, Chile</u>	<u>Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom</u>
<u>SKB Trust</u>	<u>Miriam Kiblisky</u>	<u>mkiblisky@gmail.com</u>	<u>FAO: Miriam Kiblisky 20900 NE 30th Avenue Suite 401, Aventura</u>	<u>Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate</u>

<u>Name</u>	<u>Contact person</u>	<u>Email address</u>	<u>Address</u>	<u>Process Agent</u>
			<u>EL 33180</u>	<u>e, London, EC2N 4AG</u> <u>United Kingdom</u>
<u>Orinoco Inmobiliaria Ltda</u>	<u>Henry Manzano</u>	<u>manzano.henry@yahoo.com</u>	<u>FAO: Henry Manzano, Avenida El Salto 4001, Oficina Piso 12, Santiago, Chile</u>	<u>Law Debenture Corporate Services Limited</u> <u>8th Floor, 100 Bishopsgate, London, EC2N 4AG</u> <u>United Kingdom</u>
<u>Atlantica Holdings Inc</u>	<u>Claudio Khamis;</u> <u>Alvaro Becerra;</u> <u>Cintia Matsumoto</u>	<u>claudiokhamis@hotmail.com</u> <u>a.becerra@umawealth.com</u> <u>c.matsumoto@umawealth.com</u>	<u>UMA Wealth (UK) Limited</u> <u>48 Dover Street, 3rd floor London W1S 4FF</u>	<u>UMA Wealth (UK) Limited</u> <u>48 Dover Street, London, W1S 4FF</u> <u>United Kingdom</u>
<u>AV Securities Inc</u>	<u>Claudio Dolman;</u> <u>Andres Silva</u>	<u>cdolman@avsecurities.com;</u> <u>asilva@avsecurities.com</u>	<u>FAO: Claudio Dolman, Torres de Las Americas, Torre C, Piso 19, OFC.1903, Urb. Punta Pacifica, Ciudad de Panama, Republica de Panama</u>	<u>Law Debenture Corporate Services Limited</u> <u>8th Floor, 100 Bishopsgate, London, EC2N 4AG</u> <u>United Kingdom</u>

<u>Name</u>	<u>Contact person</u>	<u>Email address</u>	<u>Address</u>	<u>Process Agent</u>
<u>Munuga LLC</u>	<u>Patrick Kiblisky</u>	<u>pkiplisky@msn.com</u>	<u>FAO: Patrick Kiblisky 2600 Island Blvd apt 2006 Aventura Fl 33160</u>	<u>Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG United Kingdom</u>

Schedule 2

Corporate Governance

Part 1

Board Proceedings and Voting

1. Frequency, Location and Convening Meetings of the Board

- 1.1** The Board shall hold not less than six (6) meetings per annum at such intervals as may be appropriate.
- 1.2** Any Investor Director shall be entitled to convene a Board meeting on at least ten (10) Business Days' prior written notice or such shorter period as he may reasonably determine where urgent business has arisen.
- 1.3** Notice of any Board meeting (which may be given by e-mail) shall be sent to all directors and Observers, accompanied by a written agenda specifying the business of such meeting in reasonable detail along with all relevant papers. Other than with Standard Investor Consent, only those matters included on the written agenda may be discussed at such meeting.
- 1.4** The directors of the Board shall be required to attend the relevant meeting either in person at the location specified in the notice or by way of a telephone or video conference facility established by the Company which enables each of the directors present to participate.
- 1.5** Subject to the Articles, Board meetings shall be held in the United Kingdom.

2. Voting at Board Meetings

- 2.1** Resolutions of the Board at Board meetings shall be decided by the majority of the votes cast, and each director shall have one vote. In the case of an equality of votes, no person (including the Chairman) shall have a second or casting vote and the resolution shall not be passed.

3. Alternate Directors

A director may appoint another person as his alternate director (an "**Alternate Director**") for any specified Board meeting by serving written notice of such appointment on the Company. Such Alternate Director may exercise the votes of the director who has appointed him and such appointing director may direct his Alternate Director on how to exercise such vote.

4. Written Resolutions

A resolution or other consent executed or approved in writing by a majority of the directors of the Board who would have been entitled to vote thereon had the same been proposed at a meeting of the Board which such directors had attended (provided such majority of directors would have constituted a quorum for the purposes of a meeting of the Board and the directors shall have the voting rights set out in paragraph 2 of this Part 1 of Schedule 2 (*Voting at Board Meetings*)) shall be as valid and effective for all purposes as a resolution passed at a meeting of the Board duly convened and held and may consist of several documents in the like form, each signed by one or more of the directors of the Board.

5. Provision of Information by Investor Directors and Observers to Principal Investors

To the extent permitted by applicable law (including any fiduciary duties), each Investor Director and any Observer is hereby authorised to disclose all information available to him/her in his/her position of Investor Director or Observer, as applicable, to such Investors that proposed him/her for such appointment and/or to their respective Investor Affiliates and in each case to their respective Representatives. All parties hereby expressly agree to such

disclosure and agree to release such Investor Director and such Observer from any duty of confidentiality in connection with such disclosures to such Investors, Investor Affiliates or Representatives; *provided that* such right of disclosure shall be limited to such disclosure as may be necessary for the purpose of enabling such Investor to monitor its investment in the Group and to the extent required to inform Investor Affiliates about the Group's performance, and not for any other purpose (competitive or otherwise); provided further that such Investor, Investor Affiliates and Representatives shall be subject to the confidentiality obligations and use restrictions set forth in Clause 25 (*Confidentiality*).

Part 2

General Meetings and Votes of Members

1. Quorum for General Meetings

- 1.1 No business shall be transacted at any general meeting of the Company unless a quorum is present at the time when the meeting proceeds to business and remains present during the transaction of business.
- 1.2 Subject to paragraph 1.3 of this Part 2 of Schedule 2 (*Quorum for General Meetings*) below, the quorum of any general meeting of the Company shall be the presence of two Shareholders or more *provided that*, for so long as there are any Principal Investors, the quorum shall require the presence of a representative of each Principal Investor.
- 1.3 If a quorum is not so constituted at any general meeting of the Company within half an hour from the time appointed for the meeting or if during the meeting a quorum ceases to be present for a period exceeding thirty (30) minutes, the meeting shall be adjourned for two Business Days whereupon the meeting will be quorate provided two of the Shareholders are present.

2. Votes of Shareholders

- 2.1 Subject to the Act, questions arising at any meeting of the Company shall be decided by a majority of the votes cast, on a poll.
- 2.2 All Ordinary Shares shall have the voting rights provided by the Articles.

2.3 [United shall not have voting rights with respect to the United Warrant Shares, until such time as it has received Ordinary Shares in connection with an exercise of the United Warrants.](#)

3. No Casting Vote of Chairman

The chairman of any meeting of the Company shall not be entitled in any circumstances to a second or casting vote in addition to any other vote he may have.

4. Notice

- 4.1 Subject to paragraph 4.2 of this Schedule 2 (*Notice*), a minimum of ten (10) Business Days' notice of each general meeting of the Company, accompanied by a note of the venue for such meeting and an agenda (as well as copies of any documents specified to be considered at such meeting in such agenda) of the business to be transacted shall be given to all the Shareholders.
- 4.2 The notice period referred to in paragraph 4.1 of Part 2 of this Schedule 5 (*Notice*) may be shortened with Standard Investor Consent.

Schedule 3
Conduct of Business

Part 1
Enhanced Investor Consent Matters

1. Each of the following actions with respect to any Group Company shall require Enhanced Investor Consent:
 - 1.1 in relation to any Group Company that is not a Non-Material Subsidiary, such Group Company:
 - (a) seeking the appointment or intended appointment of an administrator, liquidator, provisional liquidator, receiver, trustee, custodian, conservator or official manager or other similar official for it or for all or substantially all of its assets or inviting any person to appoint such person to it or substantially all of its assets;
 - (b) making a general assignment, arrangement or composition with or for the benefit of its creditors;
 - (c) making a proposal for a voluntary arrangement under section 1 of the Insolvency Act 1986, or making a proposal for a compromise or arrangement under Part 26 or Part 26A of the Act;
 - (d) taking any step towards its dissolution or strike-off;
 - (e) doing or causing any event with respect to it or substantially all of its assets which, under the applicable laws of any jurisdiction, has similar or analogous effect to the matters described in paragraphs (a) to (d) above; or
 - (f) taking any action in furtherance of, or indicating its consent to, approval or, or acquiescence in, a secured party taking possession of all or substantially all its assets or having a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets;
 - 1.2 unless required by applicable law or a change in IFRS, make any material change to (a) its accounting methods, (b) tax elections which materially affect the Investors, (c) its taxable status or (d) its tax domicile;
 - 1.3 any change to the Company's corporate form (except solely in relation to the Company's conversion into a public limited company in connection with the Exchange Listing);
 - 1.4 in relation to any Group Company that is not a Non-Material Subsidiary, any change to such Group Company's jurisdiction of organization or domiciliation;
 - 1.5 creating any additional series or class of Shares, or reclassifying, amending or altering the existing Shares, in each case that would render such new or reclassified, amended or altered Shares senior or *pari passu* to the Ordinary Shares;
 - 1.6 other than with respect to Wholly Owned Subsidiaries, making or declaring any dividends, distributions, repurchases or redemptions on a non-*pro rata* basis;
 - 1.7 save as permitted by Clause 5.2(b) (*Board Composition*) of this Agreement, increasing or decreasing the size of the Board;
 - 1.8 disposing of all or substantially all of any Group Company's assets or Shares pursuant to a reorganization, merger, equity sale or similar transaction, in each case which does not result in each Principal Investor receiving an aggregate return on its investment in the Company of

at least a 2.5x multiple on invested capital (MOIC) and thirty per cent (30%) internal rate of return (IRR) based on the equity value attributed to the Company in the Plan of Reorganization on the Emergence Date; or

- 1.9 entering into any agreement or other binding obligation to do any of the actions detailed at paragraphs 1.1 to 1.8 (inclusive) above.
2. The determination of Enhanced Investor Consent will be made excluding the United Warrant Shares and no Enhanced Investor Consent matter will require the consent of United until such time that it is a holder of Ordinary Shares upon exercise of the United Warrants.

~~1.9~~

Part 2
Standard Investor Consent Matters

1. Each of the following actions with respect to any Group Company shall require Standard Investor Consent:
 - 1.1 effecting an IPO or direct listing of any Group Company's Shares on any equity exchange or similar trading platform (or any other transaction that results in any Group Company becoming a publicly traded entity), other than the Exchange Listing;
 - 1.2 adopting, approving or amending any management equity incentive plan;
 - 1.3 entering into any contract that would restrict the ability of the Principal Investors (acting individually or collectively) to transfer their Ordinary Shares or any other Shares held by them;
 - 1.4 issuing any Shares, except in connection with:
 - (a) intercompany transactions between the Company and its Wholly Owned Subsidiaries or between such Wholly Owned Subsidiaries; or
 - (b) under any management equity incentive plans approved in accordance with this Agreement;
 - 1.5 selecting or changing the Auditors (or any auditor of any Group Company);
 - 1.6 approving the Annual Budget of ~~any~~the Group ~~Company~~on a consolidated basis *provided that* if the requisite Principal Investors fail to approve the Annual Budget for any given year within twenty (20) Business Days of receiving the draft Annual Budget for approval, the Annual Budget shall, to the extent not inconsistent with the Business Plan, be as approved by the Board (by a simple majority vote);
 - 1.7 entering into any new line of business or terminating any existing line of business that represents more than three and one-half per cent (3.5%) of the aggregate consolidated gross revenues of the Group for the most recent fiscal year or other material changes in the nature or scope of the business of the Group;
 - 1.8 hiring, terminating the appointment of or replacing the CEO;
 - 1.9 commencing, settling or terminating or agreeing to commence, settle or terminate any litigation, arbitration proceedings or administrative proceedings or investigations of, or before, any court, arbitral body or agency:
 - (a) involving damages in excess of \$37.5 million or its equivalent; or
 - (b) which could result in the imposition of material injunctive relief (or the agreement to comparable relief) or other material restrictions upon any Group Company which is not a Non-Material Subsidiary;
 - 1.10 agreeing to enter into or entering into a settlement of a material internal investigation with a governmental, intergovernmental or supranational authority or regulatory body, agency, department or organisation;
 - 1.11 an acquisition of, or investment in, any person or business (whether by asset or equity purchase, merger, consolidation, amalgamation or otherwise) where the consideration for the acquisition and any financial indebtedness or other assumed actual or contingent liability,

together with the amount of any investment in any joint venture, exceeds \$37.5 million or its equivalent, except as provided for in the Annual Budget or Business Plan;

- 1.12** the Transfer, sale, pledge, mortgage or other disposition of a Group Company's assets that are in aggregate in excess of \$37.5 million or its equivalent, except:
- (a) as expressly provided for in the Annual Budget or Business Plan; or
 - (b) for intercompany transactions between the Company and its Wholly Owned Subsidiaries or between such Wholly Owned Subsidiaries;
- 1.13** incurring any new Debt Finance or amending existing Debt Finance that would result in any new restrictions on the ability of a Group Company to make distributions to the holders of Shares;
- 1.14** incurring any new Debt Finance in excess of the lesser of (i) \$100 million (or its equivalent) and (ii) 0.2x trailing twelve (12) months EBITDA (calculated in a manner consistent with the calculation of EBITDA under the Business Plan), except as provided in the Annual Budget or the Business Plan and except for intercompany transactions between the Company and its Wholly Owned Subsidiaries or between such Wholly Owned Subsidiaries;
- 1.15** capital expenditure in the aggregate in any fiscal year in excess of \$37.5 million or its equivalent, except as provided for in the Annual Budget or the Business Plan;
- 1.16** entering into (a) any material contract that is (ai) outside the ordinary course of business; or (bii) on terms other than industry standard commercial terms or (eb) any contract involving an annual payment greater than \$710 million or its equivalent, in each case except as provided for in the Annual Budget or the Business Plan;
- 1.17** entering into any contract or binding agreement or similar or analogous arrangement for the purchase, order or lease of any aircraft; or
- 1.18** entering into any agreement or other binding obligation to do any of the actions detailed at paragraphs 1.1 to 1.17 (inclusive) above.

2. The determination of Standard Investor Consent will be made excluding the United Warrant Shares and no Standard Investor Consent matter will require the consent of United until such time that it is a holder of Ordinary Shares upon exercise of the United Warrants.

Schedule 4 Information Rights

1. The Group agrees with the Principal Investors that it will generally keep the Principal Investors informed of the progress of each Group Company's business and affairs and in particular will:
 - 1.1 procure that the Principal Investors are given such access to the officers, employees, premises books and records of the Group as they may reasonably require for the purposes of enabling them to monitor their investment in the Group; *provided that* (a) such Principal Investors shall have provided reasonable advance notice to the Company of any request for such access and (b) any such access shall be during normal business hours and shall not unreasonably interfere with the operation of any Group Company's business;
 - 1.2 direct the Auditors from time to time to provide directly to the Principal Investors such information as the Principal Investors may reasonably request for the purposes of enabling them to monitor their investment in the Group; *provided that* the Principal Investors shall have provided reasonable advance notice to the Company of any such request for information from the Auditors;
 - 1.3 prepare and send to the Principal Investors and/or their professional advisers such documents, information and/or data in relation to any Group Company, and in such form, detail and timeframe, as are requested by the Principal Investors (acting reasonably) and as are necessary or desirable to enable the Principal Investors or any of its Investor Affiliates and/or any Group Company to comply with any law, regulation, code of practice or requirement of a regulatory authority or any policy, advice or guideline of any regulatory authority, industry body or association, or undertake any merger control analysis, including in relation to anti-bribery or anti-corruption, anti-competition, anti-money laundering or sanctions (together, "**Compliance Measures**"); and
 - 1.4 procure that the Principal Investors are given such information as they may request for the purpose of enabling them to comply with the United Nations-supported Principles for Responsible Investing initiative.
2. Without prejudice to the generality of paragraph 1, the Group agrees with the Principal Investors that it will prepare and send to the Principal Investors (or as any Principal Investor may direct) (all in such form and detail as is currently provided or as is otherwise approved by the Principal Investors):
 - 2.1 a detailed draft operating budget (including a cash flow and expenditure forecast, monthly operating plan and projected balance sheet, profit and loss statement and covenant forecast) for the Group in respect of its next financial year, not later than December 15 of the preceding financial year. Having consulted with the Principal Investors and obtained their consent or the consent of the Board (in accordance with Part 2 of Schedule 3 (*Standard Investor Consent Matters*)) in respect thereof (both as to form and content), the Group shall, not later than January 20 of the financial year to which such budget relates, adopt such budget as the Annual Budget for such financial year;
 - ~~2.2 a bi-weekly cash flow forecast for the following three-month period, including forward-looking covenant compliance analyses with respect to the Financing Documents;~~
 - 2.2 ~~2.3~~ no later than March 31 of each year, prepare an updated version of the Business Plan, updated to reflect the Annual Budget and forecasts for the Group for such year;

- 2.3 ~~2.4~~ reports including a narrative setting out the progress of the Group on matters materially affecting the business and affairs of the Group for each quarter of the financial year not later than forty-five (45) days after the end of each quarter;
- 2.4 ~~2.5~~ the Management Information Package for each quarterly accounting period, as soon as reasonably practicable following, and in any event within forty-five (45) days of, the end of such period;
- 2.5 ~~2.6~~ the audited consolidated accounts of the Group (together with the notes thereto and the directors' report and auditors' report thereon, and a business and financial review in compliance with the Disclosure and Transparency Guidelines), as soon as reasonably practicable following, and in any event within four (4) months of, the end of the financial year to which they relate;
- 2.6 ~~2.7~~ the consolidated financial and operating statements of the Group, as soon as reasonably practicable following, and in any event within two (2) months of, the end of the financial quarter to which they relate;
- 2.7 ~~2.8~~ minutes of each board meeting of any Group Company (and of each Committee meeting of any such board), as soon as reasonably practicable following, and in any event within four (4) weeks of, such meeting;
- 2.8 ~~2.9~~ to the extent consistent with applicable law and with respect to events which require public disclosure, only following the Group Company's disclosure thereof through applicable securities filings or public disclosures, information regarding any significant corporate actions, including any approach (formal or informal) which might lead to any sale or disposal of any Shares or of any material part of the business or assets of the Group (otherwise than in the ordinary and normal course of trading), extraordinary dividends, material acquisitions of assets, issuance of significant amounts of debt or equity and material amendments to the articles of association of any Group Company forthwith upon the Group or any member of the Board becoming aware of it;
- 2.9 ~~2.10~~ as soon as reasonably practicable following the Group or any member of the board of any Group Company becoming aware of them, details of any circumstances which will or might:
- (a) cause any actual or prospective material adverse change in the financial position, prospects or business of any Group Company that is not a Non-Material Subsidiary; or
 - (b) materially adversely affect the Group's ability to perform its obligations under this Agreement, the Financing Documents or any other instrument or any Group Company's ability to perform its obligations under any material contract to which it is a party;
- 2.10 ~~2.11~~ to the extent that such matters are known to a Group Company, details of any actual or threatened in writing material litigation, claim or proceedings with which any Group Company is involved or is likely to become involved (other than debt collection proceedings in the ordinary and normal course of business);
- 2.11 ~~2.12~~ to the extent that such matters are known to a Group Company, copies of any material documents and correspondence sent to or from its debt financing providers (including in respect of any Debt Finance or under any Financing Documents), or arising in respect of the Transaction Documents;
- 2.12 ~~2.13~~ such documents, information and data as the Principal Investors may reasonably request from time to time in relation to energy supply arrangements, energy consumption or greenhouse gas emissions or other environmental impacts of any Group Company, and which

are necessary or desirable to enable the Principal Investors to comply with any law, regulation, code of practice or requirement of a regulatory authority or any policy, advice or guideline of any regulatory authority, industry body or association, including in connection with the proposed Carbon Reduction Commitment Energy Efficiency Scheme as such scheme is enacted, varied, supplemented or replaced from time to time, within such timeframe and in such format as they may reasonably require it; copies of any document circulated to any member of any Committee or sub-committee of the board of any Group Company and other information received by any such member in such capacity; and

2.13 ~~2.14~~ any information reasonably available to the Group which the Principal Investors may reasonably request:

- (a) to enable them to monitor their investment; or
- (b) in connection with the preparation and/or filing of any of the Principal Investor's tax returns or may require in connection with any regulatory requirements to which it is subject; or
- (c) that may reasonably be required in relation to any Financing Documents or any subsequent financing of the Group.

2.14 ~~2.15~~ In this Schedule, words otherwise defined in this Agreement shall have the same meaning, save that:

- (a) **"Disclosure and Transparency Guidelines"** means the guidelines for Disclosure and Transparency in Private Equity, for the time being in force; and
- (b) **"Management Information Package"** means a financial statement and management accounts for the Group on a consolidated basis made up to, and as at the end of, the relevant calendar month and each quarter, in such form as may be reasonably specified by the Principal Investors from time to time but, in any event (or unless otherwise specified), incorporating:
 - (i) an operational report from the chief executive officer of the Group identifying key issues relating to the business (including a description of any matters that have arisen which may affect the reputation of the Group);
 - (ii) a profit and loss account, balance sheet, cash flow statement and statement of key performance ratios for the Group on a quarterly and year-to-date basis {together with a breakdown identifying variances from the Annual Budget and the prior year figures};
 - (iii) a commentary, by the chief financial officer of the Group, on the items listed in paragraph (b) above and on the Group's compliance with the financial covenants in the Financing Documents and the calculations supporting the covenant head room;
 - (iv) a rolling cash flow, profit and capital expenditure forecast for the next six (6) months for the Group; and
 - (v) a copy of any management letters addressed to any Group Company by its Auditors and varied since the date of the previous Management Information Package.

2.15 ~~2.16~~ Notwithstanding the foregoing, a Principal Investor may provide written notice to the Group that it elects not to receive all or any portion of the information to which it is entitled pursuant to this paragraph 2 and, following such notice, the Group shall not provide such

information to that Principal Investor unless and until the Group receives further written notice from that Investor.

Schedule 5 Tag-Along and Drag-Along Rights

Part 1 Tag-Along

1. Tag-Along Mechanism

1.1 The consideration payable under a Tag-Along Offer shall be:

- (a) at a price ("**Tag Price**") equal to the consideration offered by the Tag Transferee (or if higher, the highest consideration **paid** as part of a series of transfers or any other transfer in the previous six months) for the Ordinary Shares that are the subject of the Tag-Along Offer ("**Tag Shares**");
- (b) in the same form; and
- (c) subject to the same payment terms,

in each case as offered to the Selling Investor(s) for the Tag Shares.

1.2 Each Tag-Along Offer shall:

- (a) be an irrevocable and unconditional offer;
- (b) be in writing addressed to each applicable Non-Selling Investor (a "**Tag-Along Notice**") and accompanied by copies of all documents necessary to be executed by a Non-Selling Investor to give effect to the disposal of its Tag Shares to the Tag Transferee should it decide to accept the Tag-Along Offer, including all the terms and conditions of the proposed disposal of Tag Shares by a Non-Selling Investor to the Tag Transferee;
- (c) be open for acceptance by each Non-Selling Investor (in respect of some or all of the Tag Shares) during a period of not less than ten (10) Business Days and not more than twenty (20) Business Days after ~~its~~ receipt of the Tag-Along Notice by the Non-Selling Investor (the "**Tag Expiry Date**") by giving notice of acceptance (the "**Acceptance Notice**") in writing to the Tag Transferee with a copy to the Selling Investor(s) and the Company (any Non-Selling Investor ~~on~~ giving such ~~acceptance~~ Acceptance Notice being a "**Tagging Person**");
- (d) not require any Tagging Person to give warranties to the Tag Transferee, other than in respect of title and capacity (subject to Clause 36 (*Liability*)), or to give any indemnities or agree to any restrictive covenants, and the liability of a Tagging Person shall be limited to the net proceeds actually received by the Tagging Person in the Tag-Along Sale.

1.3 Each Completion of the purchase of the Tag Shares shall take place on the same date and at the same time and place as proposed for completion of the sale of the Selling Investor's Tag Shares (the "**Tag Completion**"). On or before the Tag Completion, each Tagging Person shall execute and send or make available to the Selling Investor(s) all documents necessary to be executed to give effect to the disposal of its Tag Shares in accordance with Part 1 of this Schedule 5 (Tag-Along) (the "**Tag-Along Documents**") to the Tag Transferee ~~simultaneously with its acceptance.~~ Subject to the receipt of the Tag-Along Offer Documents, on the Tag Completion, the Tag Transferee will pay the Tagging Persons the Tag Price due.

1.4 Any transfer of Tag Shares made by the Tagging Persons in accordance with this Agreement will not be subject to any restrictions on transfer contained in this

Agreement or in the Articles and each Shareholder agrees to waive any pre-emption rights that it would otherwise have under this Agreement, the Articles or applicable law generally.

1.5 For so long as there are unexercised outstanding United Warrants, subject to and in a manner compliant with all applicable Legal Requirements, the provisions of this Part 1 of Schedule 5 (Tag-Along) and Clause 18.10 (Transfer of Shares) shall apply, mutatis mutandis, in respect of any unexercised outstanding United Warrants held by United, which shall have the right to elect to exercise tag-along rights in respect thereof as set forth in this Part 1 of Schedule 5 (Tag-Along). If United elects to transfer to the Tag Transferee any such United Warrants pursuant to a Principal Investor Tag Transfer or Tag-Along Sale, then the Tag Transferee shall purchase such United Warrants on substantially the same terms and conditions as the Tag Shares are to be purchased and, immediately after the closing of the Principal Investor Tag Transfer or Tag-Along Sale, as applicable, such United Warrants that are transferred to the Tag Transferee shall be automatically exercised for Ordinary Shares.

2. Subscription or Acquisition of Shares during Tag-Along Sale Period

Following the issue of a Tag-Along Notice, if any person is issued or otherwise acquires any new or additional Ordinary Shares (a “**New Holder**”), a Tag-Along Offer shall be deemed to have been served upon such New Holder, if such New Holder would have been eligible to receive the Tag-Along Notice had it held such Ordinary Shares on the date of the Tag-Along Notice, on the same terms as the previous Tag-Along Offer (provided such Tag-Along Offer hasn’t lapsed). The New Holder shall have the opportunity to transfer to the Tag Transferee all of its respective Ordinary Shares and the provisions of Part 1 of this Schedule 5 (*Tag-Along*) shall apply to the New Holder (with necessary modification) in respect of its holding of such new Ordinary Shares.

Part 2
Drag-Along

1. Drag-Along Mechanism

1.1 Not less than 20 Business Days prior to the proposed completion date of a Drag-Along Sale, the relevant Drag-Along Investor may give written notice of the proposed Drag-Along Sale to the Company and the Dragged Security Investors (the “**Drag-Along Notice**”) which notice shall set out (to the extent not described in any accompanying documentation):

- (a) that the Dragged Security Investors are required to Transfer all their Drag-Along Securities in the event of a Drag-Along Sale;
- (b) the identity of the Drag Transferee;
- (c) subject to paragraph 1.2 below, the type and amount of consideration to be paid by the Drag Transferee for the Drag-Along Securities;
- (d) the proposed date of the Transfer (if known); and
- (e) all other material terms and conditions, if any, of the Drag-Along Sale.

1.2 Upon receipt of the Drag-Along Notice, the Dragged Security Investors shall be required to Transfer their respective Shares to the Drag Transferee as part of the Drag-Along Sale:

- (a) at the same time as the Transfer by the Drag Triggering Sellers;
- (b) subject to paragraphs 1.3 below, for the same type and amount of consideration as for the corresponding Shares being sold by the Drag Triggering Sellers; and
- (c) on substantially the same economic terms (including participating in any escrow arrangements on the same terms) as are agreed between the Drag Triggering Sellers and the Drag Transferee.

1.3 The validity of a Drag-Along Sale pursuant to the provisions of Part 2 of this Schedule 5 shall not be affected by the Drag Transferee offering different forms of consideration to the Drag Triggering Sellers and/or the Dragged Security Investors *provided that*:

- (a) on the date of the Transfer, the value of the consideration offered per Drag-Along Security is at least equal to the value offered for the corresponding Share of the Drag Triggering Sellers; and
- (b) to the extent that the Drag Triggering Sellers are receiving cash as consideration for their Shares, each Dragged Security Investor shall also be entitled to receive cash consideration on equivalent terms to the Drag Triggering Sellers, in respect of the same class of Shares and in the same proportions.

1.4 The Drag-Along Notice shall be accompanied by copies of all documents required to be executed by the Dragged Security Investors to give effect to the Drag-Along Sale (the “**Drag-Along Sale Documents**”).

1.5 Each Dragged Security Investor, upon receipt of the Drag-Along Notice and accompanying documents, shall be obliged to:

- (a) sell all of their Drag-Along Securities and participate in the Drag-Along Sale (including giving warranties to the Drag Transferee as to the title to their Drag-Along Securities and their capacity to transfer the Drag-Along Securities on the same basis as the Drag Triggering Sellers) on the terms set out in the Drag-Along Notice and supporting documents;

- (b) not less than two (2) Business Days prior to the anticipated completion date of the Drag-Along Sale, return to the Drag Triggering Sellers the duly executed Drag-Along Sale Documents and, if a certificate has been issued in respect of the relevant Securities, the relevant certificates(s) (or an indemnity in respect of any missing certificates in a form satisfactory to the Board) all of which shall be held against payment of the aggregate consideration due to him;
- (c) bear an amount of any costs of the Drag-Along Sale (to the extent such costs are not paid by a Group Company) in the same proportions as the consideration (of whatever form) received by him bears to the aggregate consideration paid pursuant to the Drag-Along Sale;
- (d) vote their Shares in favour of the Drag-Along Sale at any meeting of Security Holders (or any class thereof) called to vote on or approve the Drag-Along Sale and/or consent in writing to and waive any applicable rights which they have in order to implement the Drag-Along Sale; and
- (e) procure (in as far as they are reasonably able) that any directors of Group Companies designated by it (including any Investor Directors designated by it) vote in favour of the Drag-Along Sale.

1.6 Each Dragged Security Investor shall be entitled to receive his consideration pursuant to the Drag-Along Sale (less his share of the costs of the Drag-Along Sale) at the same time as the Drag Triggering Sellers; provided that, for the avoidance of doubt, the obligation to pay any and all consideration payable to the Drag Triggering Sellers and each Dragged Security Investor pursuant to a Drag-Along Sale shall be an obligation of the Drag Transferee and not an obligation of the Company or any of its subsidiaries.

1.7 No Dragged Security Investor shall be required to give warranties to the Drag Transferee other than in respect of title and capacity (subject to Clause 36 (*Liability*)) or to give any indemnities or agree to any restrictive covenants and the liability of a Dragged Security Investor shall be limited to the net proceeds actually received by that Dragged Security Investor in the Drag-Along Sale.

1.8 For so long as there are unexercised outstanding United Warrants, subject to and in a manner compliant with all applicable Legal Requirements and this Agreement, if United satisfies the requirements set forth in the definition of Drag-Along Investor, United shall have the right to exercise the drag-along rights set forth in this Part 2 of Schedule 5 (Drag-Along) as a Drag Triggering Seller mutatis mutandis in respect of any outstanding United Warrants held by United.

1.9 For the avoidance of doubt, if any Drag Triggering Seller exercises the drag-along rights set forth in this Part 2 of Schedule 5 (Drag-Along), United shall be required to Transfer its United Warrants pursuant to the related Drag-Along Sale as a Dragged Security Investor.

1.10 Notwithstanding anything in this Agreement to the contrary, if United proposes to Transfer its United Warrants pursuant to a Drag-Along Sale where United is a Drag Triggering Seller or United is required to Transfer its United Warrants pursuant to a Drag-Along Sale where United is a Dragged Security Investor, subject to and in a manner compliant with all applicable Legal Requirements, the United Warrants that are to be transferred in such Drag-Along Sale to the Drag Transferee shall, simultaneously with the consummation of such Drag-Along Sale, automatically be exercised for Ordinary Shares.

2. Subscription or Acquisition of Shares during Drag-Along Sale Period

Following the issue of a Drag-Along Notice, if any person is issued or otherwise acquires any new or additional ~~{Ordinary-Shares}~~{Shares}, a Drag-Along Notice shall be deemed to have been served upon such New Holder if such New Holder would have been a Dragged Security Investor had it held such ~~{Ordinary-Shares}~~{Shares} on the date of the Drag-Along Notice on the same terms as the previous Drag-Along Notice. The New Holder will be bound to sell and transfer all such new ~~{Ordinary-Shares}~~{Shares} acquired by him or it to the Drag Transferee or as it may direct and the provisions of Part 2 of this Schedule 5 (*Drag Along*) shall apply to the New Holder (with necessary modification) in respect of its holding of such new ~~{Ordinary-Shares}~~{Shares}.

3. Non-Completion

3.1 If the Drag-Along Sale has not been completed by the earlier of:

- (a) the date which is sixty (60) Business Days following the date of the Drag-Along Notice (or, where any anti-trust, regulatory or other third party conditions are required to be satisfied before the Drag-Along Sale can be completed, by the long-stop date for the satisfaction of such conditions in the Drag-Along Sale documentation (as agreed between the relevant Drag-Along Investor and the Drag Transferee));
- (b) the date on which the relevant Drag-Along Investor sends a written notice to the Dragged Security Investors that the Drag-Along Sale will not be completed,

the Drag-Along Notice shall cease to be of effect and each Dragged Security Investor shall be irrevocably released from such obligations under the Drag-Along Notice and the rights of the Investors pursuant to Part 2 of this Schedule 5 (*Drag Along*) shall be reinstated.

Schedule 6 Deed of Adherence

This Deed is made on []

Between:

- (1) Avianca Group International Limited incorporated in England and Wales with registered number 13645132, and whose registered office is at [] (the “**Company**”); and
- (2) [Name], of [] [(the “**Subscriber**”)]/[(the “**Transferee**”)],

and is Supplemental to an Investment Agreement dated [] and made between, *inter alios*, (i) the Original Principal Investors (ii) the Original Other Equity Holders and (iii) the Company (each as defined therein) as from time to time amended, varied, novated, supplemented or adhered to (the “**Principal Agreement**”).

Whereas:

[[] (the “**Transferor[s]**”) intends to transfer to the Transferee]/[The Subscriber intends to subscribe and [the Company] intends to [allot and] issue to the Subscriber] the Shares set out in the Schedule (the “**Designated Securities**”), subject to the [Transferee]/[Subscriber] entering into this Deed in favour of (a) the original parties to the Principal Agreement and (b) any other person or persons who after the date of the Principal Agreement (and whether or not prior to or after the date of this Deed) adheres to the Principal Agreement (the “**Continuing Parties**”).

It is agreed as follows:

1. Unless the context requires otherwise, words and expressions defined in the Principal Agreement shall have the same meaning when used in this Deed.
2. The [Transferee]/[Subscriber] confirms that he has been supplied with a copy of the Principal Agreement. [The [Transferee]/[Subscriber] hereby undertakes to the Company and the Continuing Parties to comply with the provisions of, and to observe, perform and be bound by all the obligations of an Other Equity Holder in, the Principal Agreement after the date of this Deed and the [Transferee]/[Subscriber] shall become a party to the Principal Agreement as if he were named in the Principal Agreement as an Other Equity Holder, holding the Designated Securities together with any additional Shares he may acquire/be issued from time to time, in addition to the Continuing Parties. The [Transferee]/[Subscriber] agrees that the provisions of this Clause shall be binding on him irrespective of whether he holds the Designated Securities directly or via a nominee.]
3. [The Transferee is holding the Designated Securities as a Family Transferee of an Investor and accordingly acknowledges and agrees that the Designated Securities and any other additional Shares which he may acquire/be issued from time to time have been acquired/issued by or to the Transferee in his capacity as a Family Transferee and as such (i) they have the benefit of, and are subject to, the rights and restrictions set out in the Principal Agreement and (ii) the provisions of the Principal Agreement relating to any Shares held by the Transferee shall apply as if such Shares were held by his related Investor or beneficiary as if they were held directly by such person.]
4. This Deed is made for the benefit of the Continuing Parties.
5. It is agreed that, save as hereby provided, all the provisions of the Principal Agreement shall remain in full force and effect.

- 6. For the purposes of Clause 41 (*Notices*) of the Principal Agreement the address and email address of the Subscriber is as set out in the Schedule.
- 7. For the purposes of Clause 43 (*Governing law*) of the Principal Agreement the process agent of the Subscriber is as set out in the Schedule.
- 8. The [Transferee]/[Subscriber] warrants to each of the Continuing Parties that it has full power and authority and has obtained all necessary consents to enter into and perform the obligations expressed to be assumed by it under the Principal Agreement and this Deed, that the obligations expressed to be assumed by it under the Principal Agreement and this Deed are legal, valid and binding and enforceable against it in accordance with their terms and that the execution, delivery and performance by it of this Deed will not:
 - 8.1 result in a breach of, or constitute a default under, any agreement or arrangement to which it is a party or by which it is bound or under its constitutional documents; or
 - 8.2 result in a breach of any law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound.
- 9. This Deed and the rights and obligations of the parties, including the validity and enforceability of this Deed, the capacity of the parties and all non-contractual obligations arising under or in connection with this Deed, shall be governed by and construed in accordance with the laws of England and Wales.
- 10. The provisions of Clause 43.2 (*Governing Law and Jurisdiction*) of the Principal Agreement shall apply to this Deed, the necessary changes being made.

This Deed has been duly executed and delivered as a deed on the date first stated above.

Executed and Delivered as a Deed by [] in the presence of:

}

 }

Signature of Witness

Name, address and occupation of witness

.....

.....

.....

**Schedule to Deed of Adherence
[Subscriber]/[Transferee] Details**

[Subscriber]/[Transferee] *[full legal name]*

Postal Address *[postal address]*

E-mail Address *[e-mail address]*

Ordinary Shares *[number]* [Shares]

[Restricted Period] *[number]* Months]

[Relevant Period] *[number]* Months]

Process Agent []

Schedule 7 Principal Investor Deed of Adherence

This Deed is made on []

Between:

- (1) Avianca Group International Limited incorporated in England and Wales with registered number 13645132, and whose registered office is at [] (the “**Company**”); and
- (2) [Name], of [] (the “**Incoming Principal Investor**”),

and is Supplemental to an Investment Agreement dated [] and made between, *inter alios*, (i) the Original Principal Investors (ii) the Original Other Equity Holders and (iii) the Company (each as defined therein) as from time to time amended, varied, novated, supplemented or adhered to (the “**Principal Agreement**”).

Whereas:

The Incoming Principal Investor is proposed to be appointed as a Principal Investor pursuant to Clause 3 (*Principal Investor Appointment*) of the Principal Agreement subject to the Incoming Principal Investor entering into this Deed in favour of (a) the original parties to the Principal Agreement and (b) any other person or persons who after the date of the Principal Agreement (and whether or not prior to or after the date of this Deed) adheres to the Principal Agreement (the “**Continuing Parties**”).

It is agreed as follows:

1. Unless the context requires otherwise, words and expressions defined in the Principal Agreement shall have the same meaning when used in this Deed.
2. The Incoming Principal Investor confirms that it has been supplied with a copy of the Principal Agreement. The Incoming Principal Investor hereby undertakes to the Company and the Continuing Parties to comply with the provisions of, and to observe, perform and be bound by all the obligations of a Principal Investor in, the Principal Agreement after the date of this Deed and the Incoming Principal Investor shall become a party to the Principal Agreement as if he were named in the Principal Agreement as a Principal Investor, holding the Shares set out in the Schedule (the “**Designated Securities**”) together with any additional Shares he may acquire/be issued from time to time, in addition to the Continuing Parties. The Incoming Principal Investor agrees that the provisions of this Clause shall be binding on him irrespective of whether he holds the Designated Securities directly or via a nominee.
3. This Deed is made for the benefit of the Continuing Parties.
4. It is agreed that, save as hereby provided, all the provisions of the Principal Agreement shall remain in full force and effect.
5. For the purposes of Clause 41 (*Notices*) of the Principal Agreement the address and email address of the Subscriber is as set out in the Schedule.
6. For the purposes of Clause 43 (*Governing law*) of the Principal Agreement the process agent of the Subscriber is as set out in the Schedule.

- 7. The Incoming Principal Investor warrants to each of the Continuing Parties that it has full power and authority and has obtained all necessary consents to enter into and perform the obligations expressed to be assumed by it under the Principal Agreement and this Deed, that the obligations expressed to be assumed by it under the Principal Agreement and this Deed are legal, valid and binding and enforceable against it in accordance with their terms and that the execution, delivery and performance by it of this Deed will not:
 - 7.1 result in a breach of, or constitute a default under, any agreement or arrangement to which it is a party or by which it is bound or under its constitutional documents; or
 - 7.2 result in a breach of any law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound.
- 8. This Deed and the rights and obligations of the parties, including the validity and enforceability of this Deed, the capacity of the parties and all non-contractual obligations arising under or in connection with this Deed, shall be governed by and construed in accordance with the laws of England and Wales.
- 9. The provisions of Clause 43.2 (*Governing Law and Jurisdiction*) of the Principal Agreement shall apply to this Deed, the necessary changes being made.

This Deed has been duly executed and delivered as a deed on the date first stated above.

Executed and Delivered as a **Deed** by [] in the presence of:



.....

Signature of Witness

.....

Name, address and occupation of witness

.....

.....

.....

.....

**Schedule to Principal Investor Deed of Adherence
Incoming Principal Investor Details**

Incoming Principal Investor [full legal name]

Postal Address [postal address]

E-mail Address [e-mail address]

Ordinary Shares [number] [Shares]

[Restricted Period] [number] Months

[Relevant Period] [number] Months

Process Agent []

Exhibit N to Notice of Filing of Plan Supplement

Amendment to the ECCA

**AMENDMENT NO 1 TO EQUITY CONVERSION AND COMMITMENT
AGREEMENT**

This Amendment No. 1 to the Equity Conversion and Commitment Agreement (this "**Amendment**") is made and entered into as of October 28, 2021, by and among (i) Avianca Holdings S.A., a *sociedad anónima* duly organized and validly existing under the laws of Panama (including as a reorganized debtor, the "**Company**"), (ii) each Subsidiary of the Company that is a Debtor and (iii) each of the Supporting Tranche B Lenders set forth on the signature pages hereto. Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the ECCA (as defined below).

RECITALS

WHEREAS, the parties hereto are parties to that certain Equity Conversion and Commitment Agreement made and entered into as of September 1, 2021 (the "**ECCA**");

WHEREAS, pursuant to section 1.3(f) of the ECCA and paragraph 45 of the DIP Order, United Airlines is entitled to, among other things, the payment of the Specified Tranche B Obligations in cash on the Effective Date of the Plan of Reorganization unless United Airlines elects in writing to receive its portion of the Debt Conversion Commitment in AVH Shares as provided section 1.1(c) of the ECCA;

WHEREAS, United Airlines has advised the parties that upon entry of the Confirmation Order and approval by the Bankruptcy Court of that certain Agreement and Second Omnibus Amendment to Certain Commercial Arrangements among United Airlines, the Company and certain of their Affiliates dated as of on or about October 25, 2021 (the "**Second United Omnibus Amendment**"), and the transactions contemplated thereunder, United Airlines elects to receive its portion of the Debt Conversion Commitment in AVH Shares;

WHEREAS, in order to obtain the Required Regulatory Approval set forth in Section 1(a) of Schedule 5.1(b) to the ECCA (the "**U.S. Antitrust Clearance**"), United Airlines and the Company have each filed a Notification and Report Form pursuant to the HSR Act with the Antitrust Division of the United States Department of Justice and the United States Federal Trade Commission with respect to the transactions contemplated by the ECCA;

WHEREAS, the U.S. Antitrust Clearance was obtained on October 25, 2021;

WHEREAS, in order to obtain the Required Regulatory Approval set forth in Section 1(b) of Schedule 5.1(b) to the ECCA (the "**Brazilian Antitrust Clearance**"), United Airlines and the Company have filed a notification with the Brazilian Administrative Council for Economic Defense ("**CADE**");

WHEREAS, United Airlines and the Company are cooperating and taking reasonable best efforts to obtain the Brazilian Antitrust Clearance;

WHEREAS, the Company and the Supporting Tranche B Lenders have requested that United Airlines permit the Closing to occur expeditiously and without being delayed by obtaining the Brazilian Antitrust Clearance, as an expeditious Closing (which will include the issuance to

United Airlines of the United Instrument (as defined below) in lieu of AVH Shares in the event that, as set forth below, Brazilian Antitrust Clearance has not been obtained prior to the Closing) is in the best interests of the Company and its creditors and other stakeholders;

WHEREAS, in light of the foregoing, the parties hereto desire to make the amendments to the ECCA that are set forth in this Amendment; and

WHEREAS, the Supporting Tranche B Lenders entering into this Amendment constitute the Required Supporting Tranche B Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1.1. **Termination of United Asset Contribution Commitment.** The parties hereto agree that (i) the execution and delivery of the United Asset Contribution Agreement, (ii) the issuance of AVH Shares by Reorganized AVH to United Airlines and the purchase of AVH Shares by United Airlines from Reorganized AVH on account of the United Asset Contribution Commitment contemplated in Section 1.1(b) of the ECCA, (iii) the contribution of the United Asset Contribution Commitment Items by United Airlines to Reorganized AVH contemplated in Section 1.1(b) of the ECCA, (iv) the issuance of AVH Shares by Reorganized AVH to United Airlines and the purchase of AVH Shares by United Airlines from Reorganized AVH on account of United Airlines' Direct Investment Commitment Premium contemplated in Section 1.2(ii) of the ECCA and (v) the cash payment to be made by United Airlines to Reorganized AVH contemplated in Section 1.2 of the ECCA (collectively, the "***United Asset Contribution Transactions***") shall not take place. In furtherance of the foregoing, subject to the Transfers described in Section 1.2 of this Amendment, the parties hereto agree that all rights and obligations of the parties under the ECCA to the extent relating to the United Asset Contribution Transactions and all terms and provisions of the ECCA to the extent relating to the United Asset Contribution Transactions (including, but not limited to, Sections 1.5(a), 4.19, 5.3(c), and 7.1(f)(ii) of the ECCA) are hereby terminated and shall be of no further force and effect. For the avoidance of doubt, nothing in this Section 1.1 shall affect United Airlines' rights, obligations, and liabilities under or in connection with the Specified Tranche B Obligations (and all fees and expenses related thereto, including any Tranche B Back-End Fee and the Tranche B Exit Fee) or the Debt Conversion Commitment.

1.2. **Transfer of United Asset Contribution Commitment and Direct Investment Commitment Premium.** United Airlines hereby affirms, and the Company hereby acknowledges, the Transfer of the United Asset Contribution Commitment and all rights and entitlement to the related Direct Investment Commitment Premium and Break Fee (if any) to: (i) Acceleration Investments II, LP, (ii) Elliott Associates, L.P. ("***Elliott Associates***") and (iii) Elliott International, L.P. ("***Elliott International***") and the Persons set forth in the foregoing clauses (i) through (iii), collectively, the "***United Transferees***"). The Transfers of the United Asset Contribution Commitment and Direct Investment Commitment Premium to the United Transferees are reflected in the amounts set forth in the revised version of Schedule I to the ECCA attached hereto as **Schedule I** (the "***Updated Schedule I***"). Each United Transferee hereby agrees that it will satisfy its portion of the United Asset Contribution Commitment in cash and reaffirms its obligation under

Section 1.1 of the ECCA to fund its Cash Investment Commitment in the amount set forth opposite its name on the Updated Schedule I. Each party hereto acknowledges and agrees that from and after the date hereof, all references to “Schedule I” in the ECCA shall mean the Updated Schedule I. United Airlines and the AVH Parties are released from all obligations and liabilities under the ECCA under or in connection with the United Asset Contribution Commitment.

1.3. Effect of Termination and Transfer. For the avoidance of doubt, neither the termination of the United Asset Contribution Commitment pursuant to Section 1.1 of this Amendment, nor the Transfer of the United Asset Contribution Commitment and related Direct Investment Commitment Premium pursuant to Section 1.2 of this Amendment is, nor shall be deemed or construed as, a default by United Airlines under the ECCA, and United Airlines shall not be treated as a Defaulting Tranche B Lender as a result of its entry into and performance under this Amendment.

1.4. Transfers of Commitments by Elliott. The Company hereby acknowledges and agrees that the Updated Schedule I reflects certain Transfers of Company Claims/Interests, Total Commitments and Direct Investment Commitment Premium made by Manningtree Investments Limited (“*Manningtree*”) to Elliott Associates and Elliott International pursuant to Section 4.2(b) of the ECCA, those certain Notices of Transfer, dated as of September 16, 2021, from Manningtree and Elliott Associates and from Manningtree and Elliott International, respectively, to the Company and that certain Joinder Agreement of Elliott International, dated as of September 16, 2021.

1.5. Designations and Transfers of Commitments by Kingsland. The Company hereby acknowledges and agrees that the Updated Schedule I reflects certain Transfers of Company Claims/Interests, Total Commitment and/or Direct Investment Commitment Premium made by Kingsland International Group, S.A. (“*Kingsland*”) pursuant to Section 4.2(b) of the ECCA to Acceleration Investments, LP, Acceleration Investments II, LP, Fratelli Investments Ltd. and KHLI, S.A. (collectively, the “*Kingsland Transferees*”). The Company hereby acknowledges that Kingsland has provided the Company with such documentation and information related to the Kingsland Transferees as required under Sections 4.2(b)(iii) and 4.2(b)(iv) of the ECCA, as applicable. In lieu of executing a Joinder Agreement, each Kingsland Transferee hereby agrees to be bound by and comply with all of the terms, conditions and provisions of the ECCA applicable to Kingsland as if such Kingsland Transferee was an original signatory thereto as Kingsland. Each Kingsland Transferee shall hereafter be deemed to be a party to the ECCA for all purposes under the ECCA and a Supporting Tranche B Lender thereunder. Each Kingsland Transferee hereby makes the representations and warranties set forth in Article 3 of the ECCA as applied to such Kingsland Transferee. Nothing in this Amendment shall relieve Kingsland from any of its obligations or liabilities under the ECCA.

1.6. Alternative Transaction with United.

(a) Notwithstanding anything in the ECCA to the contrary, and provided that the Confirmation Order is entered and the Second United Omnibus Amendment is approved by the Bankruptcy Court, the parties hereto agree that if by November 11, 2021 (the “*Alternative Transaction Pivot Date*”), CADE has not issued and published a decision approving the consummation of the transactions contemplated by the ECCA, *then*:

(i) the Supporting Tranche B Lenders shall be deemed to have waived the condition to the Supporting Tranche B Lenders' obligations to consummate the Closing set forth in Section 5.1(b) of the ECCA with respect to the Brazilian Antitrust Clearance, as applicable;

(ii) the AVH Parties and the Supporting Tranche B Lenders shall continue to be required to work cooperatively pursuant to the ECCA (including under Sections 4.1 and 4.15 of the ECCA) to obtain the Brazilian Antitrust Clearance;

(iii) notwithstanding anything herein or in the ECCA to the contrary, including Section 4.7(b) of the ECCA, after the Closing Date, United Airlines shall be entitled to, and the Company shall be responsible for, the reimbursement of all reasonable and documented out-of-pocket fees and expenses (including reasonable professional fees) incurred by United Airlines:

(A) during the period from the Closing Date until and including April 25, 2022, to the extent such out-of-pocket fees and expenses would have been subject to the Expense Reimbursement pursuant to the terms set forth in Section 4.7 of the ECCA had such out-of-pocket fees and expenses been incurred prior to the Closing Date; and

(B) during the period from April 26, 2022 until and including October 25, 2022, to the extent such out-of-pocket fees and expenses (1) relate to regulatory matters arising from the consummation of the transactions contemplated in the ECCA by United Airlines and (2) would have been subject to the Expense Reimbursement pursuant to the terms set forth in Section 4.7 of the ECCA had such out-of-pocket fees and expenses been incurred prior to the Closing Date; and

(iv) at the Closing, as a condition to, and as consideration for, the forgiveness, extinguishment, termination and cancellation in full of the portion of the Aggregate Tranche B DIP Obligations Amount held by United Airlines (or its Recipient Tranche B Purchaser(s) in accordance with Section 4.2(a) of the ECCA) and the termination and release of the guarantees and security interests related thereto, Reorganized AVH shall issue to United Airlines (or its Recipient Tranche B Purchaser(s) in accordance with Section 4.2(a) of the ECCA) an instrument alternative to the AVH Shares, which may take the form of a warrant or a convertible instrument (in each case with applicable changes to the Shareholders' Agreement in relation thereto) reasonably acceptable to the Company, United Airlines and the Required Supporting Tranche B Lenders, convertible, following the receipt of such Required Regulatory Approvals as necessary for United Airlines to hold AVH Shares, into (and providing, subject to any applicable limitations in relation to any such Required Regulatory Approvals or other applicable Legal Requirements, substantially the same rights as) the AVH Shares issuable to United Airlines in connection with the Debt Conversion Commitment pursuant to Section 1.1(c) of the ECCA (the "***United Instrument***"); *provided* that the United Instrument shall, subject to any applicable limitations in relation to any such Required Regulatory Approvals or other applicable Legal Requirements, provide for substantially the same rights and obligations as those held by the holders of AVH Shares, including without limitation with respect to antidilution and

preemptive rights protection, drag-along and tag-along rights, board and appointment and observer rights, confidentiality and transfer provisions; *provided further*, that the United Instrument will not be entitled to any priority over AVH Shares; *provided further, however*, that, if the Brazilian Antitrust Clearance is obtained after the Alternative Transaction Pivot Date but prior to the Closing, Reorganized AVH shall use its reasonable best efforts, and the Supporting Tranche B Lenders shall cooperate with the AVH Parties, to issue to United Airlines the AVH Shares as provided in Section 1.1(c) of the ECCA *in lieu* of the United Instrument, except if such issuance of the AVH Shares as provided in Section 1.1(c) of the ECCA *in lieu* of the United Instrument would cause a delay in the consummation of the Closing. For the avoidance of doubt, nothing in this Section 1.6(a)(iv) shall modify or amend the number of AVH Shares to be issued to the Supporting Tranche B Lenders (other than United Airlines) as set forth in Section 1.1(c) of the ECCA. Notwithstanding anything to the contrary set forth in the ECCA, upon the issuance of the United Instrument by Reorganized AVH to United Airlines at the Closing, the Specified Tranche B Obligations shall be forgiven, extinguished, terminated and cancelled in full and the guarantees and security interests related thereto shall be terminated and released.

(b) Except as otherwise expressly set forth in this Amendment, none of United Airlines' rights under the ECCA shall be terminated or adversely impacted and none of United Airlines' obligations under the ECCA shall be terminated or relieved.

(c) For the avoidance of doubt, nothing in this Section 1.6 is intended to, nor shall it, alter, impair, or limit the rights of CADE in connection with the Brazilian Antitrust Clearance.

1.7. Amendment to Schedule II. Schedule II to the ECCA shall be amended to include Compass Lexecon as a Non-Counsel Advisor to United Airlines *nunc pro tunc* to the Execution Date.

1.8. United Conditions. United Airlines hereby affirms that the United Conditions shall be deemed satisfied so long as (i) the Second United Omnibus Amendment is executed and (ii) the Plan of Reorganization that is confirmed by the Bankruptcy Court and the Confirmation Order (a) satisfy the requirements set forth in Section 3 of the Second United Omnibus Amendment and (b) provide for payment in full in cash of the Allowed Administrative Expense Claim (as defined in the Second United Omnibus Amendment) on the Plan Effective Date; *provided that*, at the Closing, either (i) pursuant to Section 1.6, Reorganized AVH shall issue to United Airlines the United Instrument in the form agreed to by the Company, United Airlines and the Required Supporting Tranche B Lenders and the Shareholders' Agreement entered into at Closing shall contain the associated changes agreed pursuant to Section 1.6 or (ii) the Brazilian Antitrust Clearance has been obtained and Reorganized AVH shall issue to United Airlines the AVH Shares as provided in Section 1.1(c) of the ECCA.

1.9. Miscellaneous. Notwithstanding anything to the contrary contained in Section 8.3 of the ECCA, no modification, amendment or supplement may be made to the ECCA (as amended by this Amendment) to the extent adversely affecting United Airlines without the express written consent of United Airlines.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed
as of the date first above written.

SUPPORTING TRANCHE B LENDERS:

ELLIOTT ASSOCIATES, L.P.

By: Elliott Investment Management L.P.,
as attorney-in-fact

By: _____

Name: Elliot Greenberg

Title: Vice President

ELLIOTT INTERNATIONAL, L.P.

By: Elliott Investment Management L.P.,
as attorney-in-fact

By: _____
Name: Elliot Greenberg
Title: Vice President

KINGSLAND INTERNATIONAL GROUP, S.A.

By: _____

Name: Roberto Kriete Avila

Title: Director

SOUTH LAKE ONE LLC

By: _____

Name: Isidoro Quiroga Moreno

Title: President

UNITED AIRLINES, INC.

By: _____

Name: John Gebo

Title: Senior Vice President & Chief Transformation
Officer

KINGSLAND TRANSFEREES:

ACCELERATION INVESTMENTS, LP

By: _____
Name:
Title:

ACCELERATION INVESTMENTS II, LP

By: _____

Name:

Title:

FRATELLI INVESTMENTS LTD.

By: _____

Name:

Title:

KHLI, S.A.

By: _____

Name:

Title:

COMPANY:

AVIANCA HOLDINGS S.A.

By: _____
Name: Richard Galindo
Title: Secretary

OTHER DEBTORS:

**AERO TRANSPORTE DE CARGA UNIÓN, S.A.
DE C.V.**

By: _____
Name: _____
Title: _____

AEROINVERSIONES DE HONDURAS, S.A.

By: _____
Name: _____
Title: _____

**AEROVÍAS DEL CONTINENTE AMERICANO
S.A. AVIANCA**

By: _____
Name: _____
Title: _____

AIRLEASE HOLDINGS ONE LTD.

By: _____
Name: _____
Title: _____

AMERICA (CENTRAL) CANADA CORP.

By: _____
Name:
Title:

AMERICA CENTRAL CORP.

By: _____
Name:
Title:

AV INTERNATIONAL HOLDCO S.A.

By: _____
Name:
Title:

AV INTERNATIONAL HOLDINGS S.A.

By: _____
Name:
Title:

AV INTERNATIONAL INVESTMENTS S.A.

By: _____
Name:
Title:

AV INTERNATIONAL VENTURES S.A.

By: _____
Name:
Title:

AV INVESTMENTS ONE COLOMBIA S.A.S.

By: _____
Name:
Title:

AV INVESTMENTS TWO COLOMBIA S.A.S.

By: _____
Name:
Title:

AV TACA INTERNATIONAL HOLDCO S.A.

By: _____
Name:
Title:

AVIANCA COSTA RICA S.A.

By: _____
Name:
Title:

AVIANCA LEASING, LLC

By: _____
Name:
Title:

AVIANCA, INC.

By: _____
Name:
Title:

AVIANCA-ECUADOR S.A.

By: _____
Name:
Title:

AVIASERVICIOS, S.A.

By: _____
Name:
Title:

AVIATECA, S.A.

By: _____
Name:
Title:

**AVIFREIGHT HOLDING MEXICO, S.A.P.I. DE
C.V.**

By: _____
Name:
Title:

C.R. INT'L ENTERPRISES, INC.

By: _____
Name:
Title:

GRUPO TACA HOLDINGS LIMITED

By: _____
Name:
Title:

**INTERNATIONAL TRADE MARKS AGENCY
INC.**

By: _____
Name:
Title:

INVERSIONES DEL CARIBE, S.A.

By: _____
Name:
Title:

ISLEÑA DE INVERSIONES, S.A. DE C.V.

By: _____
Name:
Title:

LATIN AIRWAYS CORP.

By: _____
Name:
Title:

LATIN LOGISTICS, LLC

By: _____
Name:
Title:

NICARAGÜENSE DE AVIACION, S.A.

By: _____
Name:
Title:

REGIONAL EXPRESS AMÉRICAS, S.A.S.

By: _____
Name:
Title:

RONAIR N.V.

By: _____
Name:
Title:

**SERVICIO TERRESTRE AÉREO Y RAMPA
S.A.**

By: _____
Name:
Title:

**SERVICIOS AEROPORTUARIOS
INTEGRADOS SAI S.A.S.**

By: _____
Name:
Title:

TACA DE HONDURAS, S.A. DE C.V.

By: _____
Name:
Title:

TACA DE MÉXICO, S.A.

By: _____
Name:
Title:

TACA INTERNATIONAL AIRLINES, S.A.

By: _____
Name:
Title:

TACA S.A.

By: _____
Name:
Title:

TAMPA CARGO S.A.S.

By: _____
Name:
Title:

**TECHNICAL AND TRAINING SERVICES, S.A.
DE C.V.**

By: _____
Name:
Title:

AV LOYALTY BERMUDA, LTD.

By: _____
Name:
Title:

AVIACORP ENTERPRISES, S.A.

By: _____
Name:
Title:

Schedule I

Updated Schedule I to ECCA

(Attached)

Exhibit N-1 to Notice of Filing of Plan Supplement

Blackline of Amendment to the ECCA Against October 26 Version

**AMENDMENT NO 1 TO EQUITY CONVERSION AND COMMITMENT
AGREEMENT**

This Amendment No. 1 to the Equity Conversion and Commitment Agreement (this "*Amendment*") is made and entered into as of October ~~26~~28, 2021, by and among (i) Avianca Holdings S.A., a *sociedad anónima* duly organized and validly existing under the laws of Panama (including as a reorganized debtor, the "*Company*"), (ii) each Subsidiary of the Company that is a Debtor and (iii) each of the Supporting Tranche B Lenders set forth on the signature pages hereto. Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the ECCA (as defined below).

RECITALS

WHEREAS, the parties hereto are parties to that certain Equity Conversion and Commitment Agreement made and entered into as of September 1, 2021 (the "*ECCA*");

WHEREAS, pursuant to section 1.3(f) of the ECCA and paragraph 45 of the DIP Order, United Airlines is entitled to, among other things, the payment of the Specified Tranche B Obligations in cash on the Effective Date of the Plan of Reorganization unless United Airlines elects in writing to receive its portion of the Debt Conversion Commitment in AVH Shares as provided section 1.1(c) of the ECCA;

WHEREAS, United Airlines has advised the parties that upon entry of the Confirmation Order and approval by the Bankruptcy Court of that certain Agreement and Second Omnibus Amendment to Certain Commercial Arrangements among United Airlines, the Company and certain of their Affiliates dated as of on or about October 25, 2021 (the "*Second United Omnibus Amendment*"), and the transactions contemplated thereunder, United Airlines elects to receive its portion of the Debt Conversion Commitment in AVH Shares;

WHEREAS, in order to obtain the Required Regulatory Approval set forth in Section 1(a) of Schedule 5.1(b) to the ECCA (the "*U.S. Antitrust Clearance*"), United Airlines and the Company have each filed a Notification and Report Form pursuant to the HSR Act with the Antitrust Division of the United States Department of Justice and the United States Federal Trade Commission with respect to the transactions contemplated by the ECCA ~~(the "*United Airlines HSR Filing*")~~;

WHEREAS, the U.S. Antitrust Clearance was obtained on October 25, 2021;

WHEREAS, in order to obtain the Required Regulatory Approval set forth in Section 1(b) of Schedule 5.1(b) to the ECCA (the "*Brazilian Antitrust Clearance*"), United Airlines and the Company have filed a notification with the Brazilian Administrative Council for Economic Defense ("*CADE*");

WHEREAS, United Airlines and the Company are cooperating and taking reasonable best efforts to obtain the ~~U.S. Antitrust Clearance and the~~ Brazilian Antitrust Clearance;

WHEREAS, the Company and the Supporting Tranche B Lenders have requested that United Airlines permit the Closing to occur expeditiously and without being delayed by

obtaining the ~~U.S. Antitrust Clearance and the~~ Brazilian Antitrust Clearance, as an expeditious Closing (which will include the issuance to United Airlines of the United Instrument (as defined below) in lieu of AVH Shares in the event that, as set forth below, Brazilian Antitrust Clearance has not been obtained prior to the Closing) is in the best interests of the Company and its creditors and other stakeholders;

WHEREAS, in light of the foregoing, the parties hereto desire to make the amendments to the ECCA that are set forth in this Amendment; and

WHEREAS, the Supporting Tranche B Lenders entering into this Amendment constitute the Required Supporting Tranche B Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1.1. Termination of United Asset Contribution Commitment. The parties hereto agree that (i) the execution and delivery of the United Asset Contribution Agreement, (ii) the issuance of AVH Shares by Reorganized AVH to United Airlines and the purchase of AVH Shares by United Airlines from Reorganized AVH on account of the United Asset Contribution Commitment contemplated in Section 1.1(b) of the ECCA, (iii) the contribution of the United Asset Contribution Commitment Items by United Airlines to Reorganized AVH contemplated in Section 1.1(b) of the ECCA, (iv) the issuance of AVH Shares by Reorganized AVH to United Airlines and the purchase of AVH Shares by United Airlines from Reorganized AVH on account of United Airlines' Direct Investment Commitment Premium contemplated in Section 1.2(ii) of the ECCA and (v) the cash payment to be made by United Airlines to Reorganized AVH contemplated in Section 1.2 of the ECCA (collectively, the "***United Asset Contribution Transactions***") shall not take place. In furtherance of the foregoing, subject to the Transfers described in Section 1.2 of this Amendment, the parties hereto agree that all rights and obligations of the parties under the ECCA to the extent relating to the United Asset Contribution Transactions and all terms and provisions of the ECCA to the extent relating to the United Asset Contribution Transactions (including, but not limited to, Sections 1.5(a), 4.19, 5.3(c), and 7.1(f)(ii) of the ECCA) are hereby terminated and shall be of no further force and effect. For the avoidance of doubt, nothing in this Section 1.1 shall affect United Airlines' rights, obligations, and liabilities under or in connection with the Specified Tranche B Obligations (and all fees and expenses related thereto, including any Tranche B Back-End Fee and the Tranche B Exit Fee) or the Debt Conversion Commitment.

1.2. Transfer of United Asset Contribution Commitment and Direct Investment Commitment Premium. United Airlines hereby affirms, and the Company hereby acknowledges, the Transfer of the United Asset Contribution Commitment and all rights and entitlement to the related Direct Investment Commitment Premium and Break Fee (if any) to: (i) Acceleration Investments II, LP, (ii) Elliott Associates, L.P. ("***Elliott Associates***") and (iii) Elliott International, L.P. ("***Elliott International***" and the Persons set forth in the foregoing clauses (i) through (iii), collectively, the "***United Transferees***"). The Transfers of the United Asset Contribution Commitment and Direct Investment Commitment Premium to the United

Transferees are reflected in the amounts set forth in the revised version of Schedule I to the ECCA attached hereto as Schedule I (the “**Updated Schedule I**”). Each United Transferee hereby agrees that it will satisfy its portion of the United Asset Contribution Commitment in cash and reaffirms its obligation under Section 1.1 of the ECCA to fund its Cash Investment Commitment in the amount set forth opposite its name on the Updated Schedule I. Each party hereto acknowledges and agrees that from and after the date hereof, all references to “Schedule I” in the ECCA shall mean the Updated Schedule I. United Airlines and the AVH Parties are released from all obligations and liabilities under the ECCA under or in connection with the United Asset Contribution Commitment.

1.3. Effect of Termination and Transfer. For the avoidance of doubt, neither the termination of the United Asset Contribution Commitment pursuant to Section 1.1 of this Amendment, nor the Transfer of the United Asset Contribution Commitment and related Direct Investment Commitment Premium pursuant to Section 1.2 of this Amendment is, nor shall be deemed or construed as, a default by United Airlines under the ECCA, and United Airlines shall not be treated as a Defaulting Tranche B Lender as a result of its entry into and performance under this Amendment.

1.4. Transfers of Commitments by Elliott. The Company hereby acknowledges and agrees that the Updated Schedule I reflects certain Transfers of Company Claims/Interests, Total Commitments and Direct Investment Commitment Premium made by Manningtree Investments Limited (“**Manningtree**”) to Elliott Associates and Elliott International pursuant to Section 4.2(b) of the ECCA, those certain Notices of Transfer, dated as of September 16, 2021, from Manningtree and Elliott Associates and from Manningtree and Elliott International, respectively, to the Company and that certain Joinder Agreement of Elliott International, dated as of September 16, 2021.

1.5. Designations and Transfers of Commitments by Kingsland. The Company hereby acknowledges and agrees that the Updated Schedule I reflects certain Transfers of Company Claims/Interests, Total Commitment and/or Direct Investment Commitment Premium made by Kingsland International Group, S.A. (“**Kingsland**”) pursuant to Section 4.2(b) of the ECCA to Acceleration Investments, LP, Acceleration Investments II, LP, Fratelli Investments Ltd. and KHLI, S.A. (collectively, the “**Kingsland Transferees**”). The Company hereby acknowledges that Kingsland has provided the Company with such documentation and information related to the Kingsland Transferees as required under Sections 4.2(b)(iii) and 4.2(b)(iv) of the ECCA, as applicable. In lieu of executing a Joinder Agreement, each Kingsland Transferee hereby agrees to be bound by and comply with all of the terms, conditions and provisions of the ECCA applicable to Kingsland as if such Kingsland Transferee was an original signatory thereto as Kingsland. Each Kingsland Transferee shall hereafter be deemed to be a party to the ECCA for all purposes under the ECCA and a Supporting Tranche B Lender thereunder. Each Kingsland Transferee hereby makes the representations and warranties set forth in Article 3 of the ECCA as applied to such Kingsland Transferee. Nothing in this Amendment shall relieve Kingsland from any of its obligations or liabilities under the ECCA.

1.6. Alternative Transaction with United.

(a) Notwithstanding anything in the ECCA to the contrary, and provided that the Confirmation Order is entered and the Second United Omnibus Amendment is approved by the Bankruptcy Court, the parties hereto agree that if by November 11, 2021 (the “*Alternative Transaction Pivot Date*”), ~~the U.S. Antitrust Clearance and/or the issuance of~~ CADE has not issued and published a decision ~~by CADE~~ approving the consummation of the transactions contemplated by the ECCA ~~(as applicable) have not been obtained~~, then:

(i) the Supporting Tranche B Lenders shall be deemed to have waived the condition to the Supporting Tranche B Lenders’ obligations to consummate the Closing set forth in Section 5.1(b) of the ECCA with respect to the ~~U.S. Antitrust Clearance or the~~ Brazilian Antitrust Clearance, as applicable;

(ii) the AVH Parties and the Supporting Tranche B Lenders shall continue to be required to work cooperatively pursuant to the ECCA (including under Sections 4.1 and 4.15 of the ECCA) to obtain the ~~U.S. Antitrust Clearance and the~~ Brazilian Antitrust Clearance; ~~provided that notwithstanding anything to the contrary in the ECCA or herein, with the Company’s prior written consent, United Airlines may withdraw the United Airlines HSR Filing and subsequently re-file the United Airlines HSR Filing;~~

(iii) ~~notwithstanding anything herein or in the ECCA to the contrary,~~ including Section 4.7(b) of the ECCA, after the Closing Date, United Airlines shall be entitled to, and the Company shall be responsible for, the reimbursement of all reasonable and documented out-of-pocket fees and expenses (including reasonable professional fees) incurred by United Airlines ~~during the period between the date hereof and October 25, 2022, in each case;~~

(A) during the period from the Closing Date until and including April 25, 2022, to the extent such out-of-pocket fees and expenses would have been subject to the Expense Reimbursement pursuant to the terms set forth in Section 4.7 of the ECCA had such out-of-pocket fees and expenses been incurred prior to the Closing Date; and

(B) during the period from April 26, 2022 until and including October 25, 2022, to the extent such out-of-pocket fees and expenses (A1) relate to regulatory matters arising from the consummation of the transactions contemplated in the ECCA by United Airlines and (B2) would have been subject to the Expense Reimbursement pursuant to the terms set forth in Section 4.7 of the ECCA had such out-of-pocket fees and expenses been incurred prior to the Closing Date;[†] and

(iv) at the Closing, as a condition to, and as consideration for, the forgiveness, extinguishment, termination and cancellation in full of the portion of the Aggregate Tranche B DIP Obligations Amount held by United Airlines (or its Recipient Tranche B Purchaser(s) in accordance with Section 4.2(a) of the ECCA) and the

[†]Note to Draft: Under discussion by the parties.

termination and release of the guarantees and security interests related thereto, Reorganized AVH shall issue to United Airlines (or its Recipient Tranche B Purchaser(s) in accordance with Section 4.2(a) of the ECCA) an instrument alternative to the AVH Shares, which may take the form of a warrant or a convertible instrument (in each case with applicable changes to the Shareholders' Agreement in relation thereto) reasonably acceptable to the Company, United Airlines and the Required Supporting Tranche B Lenders, convertible, following the receipt of such Required Regulatory Approvals as necessary for United Airlines to hold AVH Shares, into (and providing, subject to any applicable limitations in relation to any such Required Regulatory Approvals or other applicable Legal Requirements, substantially the same rights as) the AVH Shares issuable to United Airlines in connection with the Debt Conversion Commitment pursuant to Section 1.1(c) of the ECCA (the "**United Instrument**"); ~~provided~~ that the United Instrument shall, subject to any applicable limitations in relation to any such Required Regulatory Approvals or other applicable Legal Requirements, provide for substantially the same rights and obligations as those held by the holders of AVH Shares, including without limitation with respect to antidilution and preemptive rights protection, drag-along and tag-along rights, board and appointment and observer rights, confidentiality and transfer provisions;² ~~provided further, that the United Instrument will not be entitled to any priority over AVH Shares;~~ provided further, however, that, if the ~~U.S. Antitrust Clearance and the~~ Brazilian Antitrust Clearance ~~are~~is obtained after the Alternative Transaction Pivot Date but prior to the Closing, Reorganized AVH shall use its reasonable best efforts, and the Supporting Tranche B Lenders shall cooperate with the AVH Parties, to issue to United Airlines the AVH Shares as provided in Section 1.1(c) of the ECCA *in lieu* of the United Instrument, except if such issuance of the AVH Shares as provided in Section 1.1(c) of the ECCA *in lieu* of the United Instrument would cause a delay in the consummation of the Closing. For the avoidance of doubt, nothing in this Section 1.6(a)(iv) shall modify or amend the number of AVH Shares to be issued to the Supporting Tranche B Lenders (other than United Airlines) as set forth in Section 1.1(c) of the ECCA. Notwithstanding anything to the contrary set forth in the ECCA, upon the issuance of the United Instrument by Reorganized AVH to United Airlines at the Closing, the Specified Tranche B Obligations shall be forgiven, extinguished, terminated and cancelled in full and the guarantees and security interests related thereto shall be terminated and released.

(b) Except as otherwise expressly set forth in this Amendment, none of United Airlines' rights under the ECCA shall be terminated or adversely impacted and none of United Airlines' obligations under the ECCA shall be terminated or relieved.

(c) For the avoidance of doubt, nothing in this Section 1.6 is intended to, nor shall it, alter, impair, or limit the rights of CADE in connection with the Brazilian Antitrust Clearance.

²~~Note to Draft: Under discussion by the parties.~~

1.7. Amendment to Schedule II. Schedule II to the ECCA shall be amended to include Compass Lexecon as a Non-Counsel Advisor to United Airlines *nunc pro tunc* to the Execution Date.

1.8. United Conditions. United Airlines hereby affirms that the United Conditions shall be deemed satisfied so long as (i) the Second United Omnibus Amendment is executed and (ii) ³the Plan of Reorganization that is confirmed by the Bankruptcy Court and the Confirmation Order (a) satisfy the requirements set forth in Section 3 of the Second United Omnibus Amendment and (b) provide for payment in full in cash of the Allowed Administrative Expense Claim (as defined in the Second United Omnibus Amendment) on the Plan Effective Date; ~~provided~~ that, at the Closing, either (i) pursuant to Section 1.6, Reorganized AVH shall issue to United Airlines the United Instrument in the form agreed to by the Company, United Airlines and the Required Supporting Tranche B Lenders and the Shareholders' Agreement entered into at Closing shall contain the associated changes agreed pursuant to Section 1.6 or (ii) the ~~U.S. Antitrust Clearance and the~~ Brazilian Antitrust Clearance ~~have~~has been obtained and Reorganized AVH shall issue to United Airlines the AVH Shares as provided in Section 1.1(c) of the ECCA.⁴

1.9. Miscellaneous. Notwithstanding anything to the contrary contained in Section 8.3 of the ECCA, no modification, amendment or supplement may be made to the ECCA (as amended by this Amendment) to the extent adversely affecting United Airlines without the express written consent of United Airlines.

[Remainder of Page Intentionally Left Blank]

³~~Note to Draft: To be deleted upon confirmation of accuracy of third whereas clause.~~

⁴~~Note to Draft: Under discussion by the parties.~~

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed
as of the date first above written.

SUPPORTING TRANCHE B LENDERS:

ELLIOTT ASSOCIATES, L.P.

By: Elliott Investment Management L.P.,
as attorney-in-fact

By: _____

Name: Elliot Greenberg

Title: Vice President

ELLIOTT INTERNATIONAL, L.P.

By: Elliott Investment Management L.P.,
as attorney-in-fact

By: _____

Name: Elliot Greenberg

Title: Vice President

KINGSLAND INTERNATIONAL GROUP, S.A.

By: _____

Name: Roberto Kriete Avila

Title: Director

SOUTH LAKE ONE LLC

By: _____

Name: Isidoro Quiroga Moreno

Title: President

UNITED AIRLINES, INC.

By: _____

Name: John Gebo

Title: Senior Vice President & Chief Transformation
Officer

KINGSLAND TRANSFEREES:

ACCELERATION INVESTMENTS, LP

By: _____

Name:

Title:

ACCELERATION INVESTMENTS II, LP

By: _____

Name:

Title:

FRATELLI INVESTMENTS LTD.

By: _____
Name:
Title:

KHLI, S.A.

By: _____
Name:
Title:

COMPANY:

AVIANCA HOLDINGS S.A.

By: _____
Name: Richard Galindo
Title: Secretary

OTHER DEBTORS:

**AERO TRANSPORTE DE CARGA UNIÓN, S.A.
DE C.V.**

By: _____
Name: _____
Title: _____

AEROINVERSIONES DE HONDURAS, S.A.

By: _____
Name: _____
Title: _____

**AEROVÍAS DEL CONTINENTE AMERICANO
S.A. AVIANCA**

By: _____
Name: _____
Title: _____

AIRLEASE HOLDINGS ONE LTD.

By: _____
Name: _____
Title: _____

AMERICA (CENTRAL) CANADA CORP.

By: _____
Name:
Title:

AMERICA CENTRAL CORP.

By: _____
Name:
Title:

AV INTERNATIONAL HOLDCO S.A.

By: _____
Name:
Title:

AV INTERNATIONAL HOLDINGS S.A.

By: _____
Name:
Title:

AV INTERNATIONAL INVESTMENTS S.A.

By: _____
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AV INTERNATIONAL VENTURES S.A.

By: _____
Name:
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AV INVESTMENTS ONE COLOMBIA S.A.S.

By: _____
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AV INVESTMENTS TWO COLOMBIA S.A.S.

By: _____
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Title:

AV TACA INTERNATIONAL HOLDCO S.A.

By: _____
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Title:

AVIANCA COSTA RICA S.A.

By: _____
Name:
Title:

AVIANCA LEASING, LLC

By: _____
Name:
Title:

AVIANCA, INC.

By: _____
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Title:

AVIANCA-ECUADOR S.A.

By: _____
Name:
Title:

AVIASERVICIOS, S.A.

By: _____
Name:
Title:

AVIATECA, S.A.

By: _____
Name:
Title:

**AVIFREIGHT HOLDING MEXICO, S.A.P.I. DE
C.V.**

By: _____
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C.R. INT'L ENTERPRISES, INC.

By: _____
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GRUPO TACA HOLDINGS LIMITED

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**INTERNATIONAL TRADE MARKS AGENCY
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TACA INTERNATIONAL AIRLINES, S.A.

By: _____
Name:
Title:

TACA S.A.

By: _____
Name:
Title:

TAMPA CARGO S.A.S.

By: _____
Name:
Title:

**TECHNICAL AND TRAINING SERVICES, S.A.
DE C.V.**

By: _____
Name:
Title:

AV LOYALTY BERMUDA, LTD.

By: _____
Name:
Title:

AVIACORP ENTERPRISES, S.A.

By: _____
Name:
Title:

Schedule I

Updated Schedule I to ECCA

(Attached)

Exhibit O to Notice of Filing of Plan Supplement

Second Amendment to the ECCA

**AMENDMENT NO. 2 TO EQUITY CONVERSION AND COMMITMENT
AGREEMENT**

This Amendment No. 2 to the Equity Conversion and Commitment Agreement (this "**Amendment**") is made and entered into as of December 1, 2021, by and among (i) Avianca Holdings S.A., a *sociedad anónima* duly organized and validly existing under the laws of Panama (including as a reorganized debtor, the "**Company**"), (ii) each Subsidiary of the Company that is a Debtor and (iii) each of the Supporting Tranche B Lenders set forth on the signature pages hereto. Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Amended ECCA (as defined below).

RECITALS

WHEREAS, the parties hereto are parties to that certain Equity Conversion and Commitment Agreement made and entered into as of September 1, 2021, as amended by that certain Amendment No. 1 made and entered into as of October 28, 2021, and as further amended and/or supplemented from time to time (the "**ECCA**");

WHEREAS, South Lake One LLC ("**SLO**") is a Supporting Tranche B Lender under the ECCA;

WHEREAS, the Company and the Required Supporting Tranche B Lenders have determined that the Closing shall occur on December 1, 2021;

WHEREAS, SLO has requested additional time to fund certain of the amounts it is required to fund at the Closing pursuant to Section 1.1(a) and Section 1.2 of the ECCA;

WHEREAS, the Company and the Required Supporting Tranche B Lenders desire to permit SLO additional time to fund to the extent set forth in this Amendment;

WHEREAS, Avianca Group International Limited ("**AGIL**") has entered into that certain Escrow Agreement dated as of November 25, 2021 with Delaware Trust Company (the "**Closing Funding Escrow Agreement**") to facilitate the pre-funding of amounts due under the ECCA prior to Closing;

WHEREAS, on November 2, 2021, the Bankruptcy Court entered the Confirmation Order;

WHEREAS, the Required Supporting Tranche B Lenders and United desire to confirm certain matters with respect to the Confirmation Order; and

WHEREAS, the Company and the Required Supporting Tranche B Lenders desire to waive the receipt of the Required Regulatory Approval set forth in Section 2 of Schedule 5.1(b) to the ECCA (the "**DOT Waiver**") as a condition precedent to the Closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. Deferred Funding by SLO. Notwithstanding anything in Section 1.3(a) or (b) of the ECCA to the contrary, the parties hereto agree that:

(a) On the Closing Date, SLO shall pay the SLO Closing Date Cash Amount set forth on Schedule 1(a) hereto in full (by wire transfer of immediately available funds to such account(s) as are designated by the Company prior to the Closing) in exchange for delivery, on the Closing Date, of the SLO Closing Date New Commitment Shares set forth on Schedule 1(a) hereto.

(b) SLO shall pay the SLO Deferred Cash Amount set forth on Schedule 1(b) hereto in full (by wire transfer of immediately available funds to the account(s) designated by the Company) no later than December 31, 2021 (the “***SLO Deferred Funding Deadline***”) in exchange for delivery of the SLO Deferred New Commitment Shares set forth on Schedule 1(b) hereto. The parties agree that the Closing shall not be delayed (by any Replacement Period, any Additional Replacement Period or otherwise) as a result of SLO’s failure to fund the SLO Deferred Cash Amount on the Closing Date; provided, however, that the \$50,000,000 amount referred to in Sections 5.2(d) and 5.4(c) of the ECCA is hereby reduced by the SLO Deferred Cash Amount.

(c) Prior to the SLO Deferred Funding Deadline, neither the Company nor any Supporting Tranche B Lender shall be entitled to take any of the remedies and other actions set forth in Sections 1.3(a) or (b) of the ECCA as a result of SLO’s failure to fund the SLO Deferred Cash Amount on the Closing Date.

(d) If SLO fails to fund the SLO Deferred Cash Amount on or before the SLO Deferred Funding Deadline, *then*:

(i) SLO shall be deemed to have automatically and irrevocably relinquished, and to have permanently waived any and all rights to, the SLO Deferred New Commitment Shares;

(ii) (A) SLO shall be deemed a Defaulting Tranche B Lender for all purposes under the ECCA, including for purposes of Section 1.3(d) and (e); (B) SLO shall remain liable to the Company and the other AVH Parties for any and all damages, losses, fees, costs and expenses incurred by the Company and/or any of the AVH Parties in connection with the failure of SLO to have paid the SLO Deferred Cash Amount; and (C) nothing herein shall be deemed to relieve SLO of any liability therefor; and

(iii) The Company and the Supporting Tranche B Lenders (other than SLO) shall have the right to take any and all of the remedies and other actions set forth in Sections 1.3(a) and (b) of the ECCA, which shall apply *mutatis mutandis*.

2. Closing Funding Escrow Agreement. Each of AGIL and the Company acknowledge and agree that, prior to the Closing, AGIL shall not give any instructions under the Closing Funding Escrow Agreement without the prior written consent of the Required Supporting Tranche B Lenders, which consent may be communicated by White & Case LLP via electronic mail. Nothing herein shall be deemed or construed to limit the rights of the Closing Funding

Parties (as defined in the Closing Funding Escrow Agreement) as third-party beneficiaries under the Closing Funding Escrow Agreement.

3. Confirmation Order Matters.

(a) The Required Supporting Tranche B Lenders hereby (i) confirm that the Confirmation Order was entered in form and substance acceptable to the Required Supporting Tranche B Lenders and (b) agree that, notwithstanding any appeal therefrom (including the Notice of Appeal filed with the Bankruptcy Court by the “Burlingame Objectors” on November 12, 2021 and the Notice of Appeal filed with the Bankruptcy Court by Udi Baruch Guindi. *et al.* on November 16, 2021), such Order shall be deemed a Final Order for all purposes under the ECCA, unless stayed, vacated or reversed.

(b) United Airlines hereby confirms that the Confirmation Order is acceptable to United Airlines in all relevant respects.

4. DOT Waiver. The Company and the Required Supporting Tranche B Lenders hereby waive the receipt of the DOT Waiver as a condition precedent to the Closing.

5. USAVFLOW Matters.

(a) The Required Supporting Tranche B Lenders acknowledge and agree that: (i) Section 5.6.4(d)(ii) of the USAVFLOW Loan Agreement and Section 2.01(f)(v)(D)(ii) of the USAVFLOW Receivables Maintenance Agreement impose certain obligations on certain of the AVH Parties and/or their Affiliates to provide certain documentation or other evidence to the lenders, the administrative agent and the Purchaser thereunder prior to the Plan Effective Date, as set forth therein (the “**USAVFLOW KYC Obligations**”); (ii) none of the administrative agent, the lenders, or the Purchaser under the USAVFLOW Agreements has given notice of the occurrence or continuance of an Event of Default or a Trigger Event (in each case, as defined in the USAVFLOW Agreements), or threatened to exercise remedies, for any failure to comply with or otherwise satisfy the USAVFLOW KYC Obligations, but one or more of such parties may attempt to do so in the future, which the AVH Parties would dispute; and (iii) no alleged or actual breach of the USAVFLOW KYC Obligations (or any breach or default under any related agreements resulting therefrom) shall constitute or be deemed or construed as a breach, violation, default or failure to comply with or otherwise satisfy any representation, warranty, covenant, obligation or condition set forth in the ECCA that would relieve the Supporting Tranche B Lenders of their obligations to consummate the transactions contemplated by the ECCA, and any such alleged or actual breach shall be deemed disclosed for all purposes thereunder.

(b) For purposes of this Amendment: (i) “**USAVFLOW Loan Agreement**” means that certain Loan Agreement, dated as of December 12, 2017 (as amended, restated, amended and restated, supplemented, waived or otherwise modified), among USAVFLOW Limited, as borrower, the Company, TACA International Airlines, S.A. and Avianca Costa Rica S.A. (f/k/a Lineas Aéreas Costarricenses S.A.), as guarantors, and Citibank, N.A., as administrative agent and as collateral agent, and each person party hereto as a lender; (ii) “**USAVFLOW RSPA**” means that certain Contract Rights and Receivables Sale, Purchase and Servicing Agreement, dated as of December 12, 2017 (as amended, restated, amended and restated,

supplemented, waived or otherwise modified), among USAVFLOW LIMITED, as purchaser and Aerovías del Continente Americano S.A. Avianca, as seller and servicer; (iii) “**USAVFLOW Receivables Maintenance Agreement**” means that certain Receivables Maintenance Agreement, dated as of December 12, 2017 (as amended, restated, amended and restated, supplemented, waived or otherwise modified), among USAVFLOW LIMITED, as purchaser and Aerovías del Continente Americano S.A. Avianca, as seller and servicer; and (iv) “**USAVFLOW Agreements**” means the USAVFLOW Loan Agreement, the USAVFLOW RSPA and the USAVFLOW Receivables Maintenance Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed
as of the date first above written.

SUPPORTING TRANCHE B LENDERS:

ELLIOTT ASSOCIATES, L.P.

By: Elliott Investment Management L.P.,
as attorney-in-fact

By: _____

Name: Elliot Greenberg

Title: Vice President

ELLIOTT INTERNATIONAL, L.P.

By: Elliott Investment Management L.P.,
as attorney-in-fact

By: _____
Name: Elliot Greenberg
Title: Vice President

KINGSLAND INTERNATIONAL GROUP, S.A.

By: _____

Name: Roberto Kriete Avila

Title: Director

SOUTH LAKE ONE LLC

By: _____

Name: Isidoro Quiroga Moreno

Title: President

UNITED AIRLINES, INC.

By: _____

Name: John Gebo

Title: Senior Vice President & Chief Transformation
Officer

ACCELERATION INVESTMENTS, LP

By: _____

Name:

Title:

ACCELERATION INVESTMENTS II, LP

By: _____

Name:

Title:

ACCELERATION INVESTMENTS III, LP

By: _____

Name:

Title:

FRATELLI INVESTMENTS LTD.

By: _____

Name:

Title:

KHLI, S.A.

By: _____

Name:

Title

**CITADEL EQUITY FUND LTD.,
BY ITS PORTFOLIO MANAGER, CITADEL
ADVISORS LLC**

By: _____

Name: Michael Weiner

Title: Authorized Signatory

3457745 CANADA INC.

By: _____

Name: Roberto Kriete Avila

Title: Authorized Signatory

**THE LEONARD T. ASSALY FAMILY
FOUNDATION**

By: _____
Name: Roberto Kriete Avila
Title: Authorized Signatory

12353296 CANADA INC.

By: _____

Name: Roberto Kriete Avila

Title: Authorized Signatory

GRI INVESTMENTS INC.

By: _____

Name: Roberto Kriete Avila

Title: Authorized Signatory

THE ROSSY FOUNDATION

By: _____
Name: Roberto Kriete Avila
Title: Authorized Signatory

THE DAVID FAMILY FOUNDATION

By: _____
Name: Roberto Kriete Avila
Title: Authorized Signatory

**MONEDA DEUDA LATINOAMERICANA
FONDO DE INVERSION**

By: _____
Name: Martin Cipriani
Title: COO

By: _____
Name: Felipe Corvalan
Title: Legal Director

**MONEDA LATIN AMERICAN CORPORATE
DEBT**

By: _____
Name: Martin Cipriani
Title: COO

By: _____
Name: Felipe Corvalan
Title: Attorney in fact

ATLANTICA HOLDINGS INC.

By: _____
Name: Claudio Khamis
Title: Authorized Representative

AV SECURITIES INC.

By: _____
Name: Claudio Dolman
Title: Director

INVERSIONES CARONI LIMITADA

By: _____
Name: Henry Manzano
Title: Authorized Representative

SKB TRUST

By: _____
Name: Miriam Kiblisky
Title: Authorized Representative

ORINOCO INMOBILIARIA LTDA.

By: _____
Name: Henry Manzano
Title: Authorized Representative

MUNUGA LLC

By: _____
Name: Patrick Kiblisky
Title: Authorized Representative

SKY X LLC

By: _____
Name: Victoriano Cerda
Title: Authorized Signatory

SAGA WORLDWIDE LIMITED

By: _____
Name: Eva Friedman
Title: Authorized Representative

COMPANY:

AVIANCA HOLDINGS S.A.

By: _____
Name: Richard Galindo
Title: Secretary

OTHER DEBTORS:

**AERO TRANSPORTE DE CARGA UNIÓN, S.A.
DE C.V.**

By: _____
Name:
Title:

AEROINVERSIONES DE HONDURAS, S.A.

By: _____
Name:
Title:

**AEROVÍAS DEL CONTINENTE AMERICANO
S.A. AVIANCA**

By: _____
Name:
Title:

AIRLEASE HOLDINGS ONE LTD.

By: _____
Name:
Title:

AMERICA (CENTRAL) CANADA CORP.

By: _____
Name:
Title:

AMERICA CENTRAL CORP.

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AV INTERNATIONAL HOLDCO S.A.

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AV INTERNATIONAL HOLDINGS S.A.

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AV INTERNATIONAL INVESTMENTS S.A.

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AV INTERNATIONAL VENTURES S.A.

By: _____
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AV INVESTMENTS ONE COLOMBIA S.A.S.

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AV INVESTMENTS TWO COLOMBIA S.A.S.

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TACA S.A.

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Title:

AV LOYALTY BERMUDA, LTD.

By: _____
Name:
Title:

AVIACORP ENTERPRISES, S.A.

By: _____
Name:
Title:

AGIL:

**AVIANCA GROUP INTERNATIONAL
LIMITED**

By: _____
Name: Richard Galindo
Title: Director

SCHEDULES

Schedule 1(a)

SLO Closing Date Cash Amount: \$ [REDACTED]

SLO Closing Date New Commitment Shares: [REDACTED]

Schedule 1(b)

SLO Deferred Cash Amount: \$ [REDACTED]

SLO Deferred New Commitment Shares: [REDACTED]