

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement of the .avianca Registry Agreement (the "Assignment and Assumption Agreement") is entered into as of November 7<sup>th</sup> of 2019 (the "Effective Date") by and between Aerovías del Continente Americano S.A. Avianca, a Colombian company with offices at Avenida Calle 26#59-15, Bogotá, Colombia ("Assignor"), and Avianca Holdings S.A, a Panamanian company with offices at Edificio PH ARIFA, Pisos 9 y 10. Boulevard Oeste, Santa María Business District, Ciudad de Panama, República de Panama ("Assignee").

The parties to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties".

### RECITALS

- A. Assignor is a party to a Registry Agreement entered into on January 8<sup>th</sup> of 2015, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .avianca top-level domain (the "Registry Agreement").
- B. Assignee is the parent company and controlling entity of the Assignor, therefore, and assignment of the Registry Agreement between them is considered an affiliate assignment.
- C. Assignor hereby desires to assign its rights and obligations under the Registry Agreement to Assignee, and Assignee hereby desires to assume Assignor's rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this Assignment and Assumption Agreement.
- D. ICANN does not consent to affiliate assignments, but it will acknowledge this Assignment and Assumption Agreement after all required information and documents are received.

### AGREEMENT

In consideration of the mutual promises set forth herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties now agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights and obligations under the Registry Agreement.
2. Assignee hereby accepts the assignment of the Registry Agreement and assumes all liabilities of Assignor relating thereto, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of Assignor under the Registry Agreement.

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3. The Parties hereby agree that Assignee shall be substituted for Assignor for all purposes of the Registry Agreement.
4. Notwithstanding the foregoing, Assignor shall continue to be bound by the covenants, obligations and agreements set forth in the Registry Agreement.
5. Each Party shall, upon the reasonable request of the other Party, make, execute, acknowledge, and deliver any and all further documents and instruments, and do and cause to be done all such further acts, to evidence and/or in any manner perfect Assignor's assignment of the Registry Agreement to Assignee pursuant to this Assignment and Assumption Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the Effective Date first stated above.

**ASSIGNOR**

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

Per: 

Renato Covelo

Legal Representative

**ASSIGNEE**

**AVIANCA HOLDINGS S.A**

Per: 

Richard Galindo

Secretary