

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
SUBSCRIBED BETWEEN AVIANCA HOLDINGS S.A. AND AVIANCA, INC.**

This Assignment and Assumption Agreement of the Avianca Registry Agreement (the "Assignment and Assumption Agreement") is entered into as of November 30, 2021 ("Effective Date") by and between Avianca Holdings S.A. a company existing and organized under the laws of the Republic of Panamá with its principal office located at MMG Tower, Piso 23, Avenida Paseo del Mar, Costa del Este, Panama, República de Panama ("Assignor"), and Avianca, Inc., a New York Corporation with its principal office located at 8333 NW 53 Street , STE 100 Suite 100, Doral, Florida ("Assignee").

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

**RECITALS**

- A.** Assignor is a Party to a Registry Agreement, initially subscribed on January 8<sup>th</sup>, 2015 by and between Aerovías del Continente Americano S.A. Avianca ("AVIANCA") and the Internet Corporation for Assigned Names and Numbers, a California nonprofit benefit corporation ("ICANN") for the avianca top-level domain, and then assigned by AVIANCA on November 19, 2019 to the Assignor.
- B.** Pursuant to Section 7.5 of the Registry Agreement, in its letter dated May 18<sup>th</sup>, 2022, Assignor notified ICANN of an assignment of the Registry Agreement from Assignor to Assignee.
- C.** Assignor is the parent and controlling company of the Assignee, therefore, the assignment of the Registry Agreement between them is considered an affiliate assignment.
- D.** Assignor hereby desires to assign its rights and obligations under the Registry Agreement to Assignee, and Assignee hereby desire to assume 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.
- E.** 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 coveys to Assignee all of all 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 the covenants, obligations and agreements of Assignor under the Registry Agreement.
- 3.** The Parties hereby agree that Assignee shall be substituted for Assignor for all purposes of the Registry Agreement.

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4. Notwithstanding the foregoing, Assignor shall continue to be bound by the covenants, obligations and agreements set forth in the Registry Agreement.
5. The Parties hereby acknowledge that Assignor's assignment of the Registry Agreement does not waive any rights ICANN may have to take action with respect to any breaches of the Registry Agreement by Assignor occurring prior the Effective Date.
6. 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.

<b>ASSIGNOR, Avianca Holdings S.A.</b>	<b>ASSIGNEE, Avianca, Inc.</b>
<b>Name:</b> Richard Galindo <b>Title:</b> Authorized Signatory	<b>Name:</b> Rolando Damas <b>Title:</b> Legal Representative