LISTING PARTICULARS

GOL Finance, S.A.

(public limited liability company (société anonyme) organized and established under the laws of the Grand Duchy of Luxembourg)

US$200,000,000 8.00% Senior Secured Notes due 2026

Unconditionally and Irrevocably Guaranteed by

GOL Linhas Aéreas Inteligentes S.A. and GOL Linhas Aéreas S.A.

These Listing Particulars have been prepared in connection with the listing of the US$200,000,000 8.00% Senior Secured Notes due 2026 (the "Notes") on the Singapore Exchange Securities Trading Limited (the "SGX-ST") only.

These Listing Particulars are supplemental to, and should be read together with, the Private Placement Memorandum dated December 2020 in respect of, *inter alia*, the Notes, which is attached hereto as Exhibit A (the "PPM").

The Notes are as described in the PPM.

Any terms used herein but not defined shall have the meaning given to them in the PPM.

February 18, 2021

Listing of the Notes

Application will be made for the listing and quotation of the Notes on the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made, opinions expressed or reports contained in the PPM or these Listing Particulars. Admission of the Notes to the Official List of the SGX-ST and quotation of any notes on the SGX-ST are not to be taken as an indication of the merits of the offering of the Notes, the issuer, any of the guarantors or quality of disclosure in the PPM or these Listing Particulars. For so long as the notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Notes will be traded on the SGX-ST in a minimum board lot size of at least S$200,000 (or its equivalent in foreign currency).

For so long as the Notes are listed and quoted on the SGX-ST and the rules of the SGX-ST so require, in the event that any Note issued in the form of a registered note in global form is exchanged for a note in physical, certificated form, the Issuer will appoint and maintain a paying agent in Singapore, where the certificated notes may be presented or surrendered for payment or redemption. In addition, in the event that any Note issued in the form of a registered note in global form is exchanged for a note in physical, certificated form, an announcement of such exchange will be made by or on behalf of the Issuer through the SGX-ST and such announcement will include all material information with respect to the delivery of the certificated notes, including details of the paying agent in Singapore.

NOTIFICATION UNDER SECTION 309B(1) OF THE SECURITIES AND FUTURES ACT OF SINGAPORE - The Notes are prescribed capital market products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in the Monetary Authority of Singapore ("MAS") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

EXHIBIT TO THESE LISTING PARTICULARS

The following exhibit attached hereto constitutes part of these listing particulars and is hereby incorporated by reference:

EXHIBIT A: Private Placement Memorandum dated December 2020

EXHIBIT A

Private Placement Memorandum

Senior Secured Notes
December 2020

In this private placement memorandum, we use the terms "GOL," "Company," "we," "us" and "our" to refer to GOL Linhas Aéreas Inteligentes S.A., or GLAI, and its consolidated subsidiaries together, except where the context requires otherwise. The term GLA refers to GOL Linhas Aéreas S.A., a wholly owned subsidiary of GLAI. All references to "Guarantors" refer to GLAI and GLA, collectively. The term "Issuer" refers to GOL Finance, a *société anonyme* organized under the laws of Luxembourg.

The term "Luxembourg" refers to the Grand Duchy of Luxembourg. The term "Brazil" refers to the Federative Republic of Brazil. The phrase "Brazilian government" refers to the federal government of Brazil and the term "Central Bank" refers to the Central Bank of Brazil (*Banco Central do Brasil)*. The terms "U.S. dollar" and "U.S. dollars" and the symbol "US$" refer to the legal currency of the United States. The terms "*real*" and "*reais*" and the symbol "R$" refer to the legal currency of Brazil.

Each person receiving this private placement memorandum acknowledges, on its own behalf and/or in behalf of itself and any other person, entity or account, that: (1) (i) such person is a QIB, or (ii) such person is not a "U.S. person," as defined in Rule 902(k) under the Securities Act, (a "Non-U.S. Person") and (a) if such person intends on purchasing any notes on its own behalf, (x) it has its principal address outside the United States, and (y) it is located outside the United States, and/or (b) if such person intends on purchasing the notes solely on behalf of other persons, entities or accounts, each such other person, entity or account is a Non-U.S. Person and is located outside the United States; (2) by purchasing the notes, such person will make the representations, warranties, acknowledgements, covenants and agreements provided under "Private Placement" and "Selling Restrictions"; (3) such person is a sophisticated institutional investor and has sufficient knowledge, experience and expertise in financial, business and tax matters and in assessing securities (in particular illiquid investments and the related risks) and market, tax and all other relevant risks, including the specific risks of investing in Brazil and in the industry in which the Issuer and the Guarantors conduct their business; (4) such person became aware of this private placement and the notes were placed to such person by means of this private placement memorandum and/or by direct contact between such person and the Issuer, the Company or the Placement Agents and not by any other means, including, but not limited to, by any form of general solicitation or general advertising (as those terms are used under the Securities Act); (5) such person has such knowledge and experience in financial and business matters as to be capable of evaluating the merits, risks and suitability of investing in the notes (and has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision) and is aware that there are substantial risks incident to the purchase of the notes, including, but not limited to, those summarized under "Risk Factors"; (6) before purchasing the notes, such person will be given the opportunity to ask such questions, receive such answers and obtain such other information from the Issuer, the Company and their respective officers and directors (to the extent that the Issuer, the Company or such officers and directors possess the same or can acquire it without unreasonable effort or expense) as it (i) will deem necessary to verify the accuracy of the information referred to in this private placement memorandum and (ii) will deem relevant or necessary in order to make an investment decision with respect to the notes; (7) before purchasing the notes, such person will have had the chance to (i) adequately analyze and assess (including by conducting its own independent review and due diligence of the Issuer and the Guarantors) the merits and risks of an investment in the notes, (ii) determine that the notes are a suitable investment for such person, and (iii) perform its own legal, accounting and tax analysis and receive such investment, financial, tax, legal and other advice as it deems appropriate under the circumstances, and will have concluded that the investment in the notes (x) is fully consistent with it's financial requirements and financial condition, investment objectives and risk tolerance; (y) complies and is fully consistent with all of its investment policies, guidelines and restrictions; and (z) is a fit, proper and suitable investment for such person; (8) (i) such person will acquire the notes 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, (ii) such person has not solicited offers for, or offered or sold, and will not solicit offers for, or offer to sell, the notes by means of any form of general solicitation or general advertising (as those terms are used under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act, (iii) such person was not formed for the specific purpose of acquiring the notes, and (iv) such person and the other persons, entities or accounts such person represents, if any, understands that no federal or state agency of any jurisdiction has passed upon the notes or the adequacy or accuracy of this private placement memorandum, or made any findings or determination as to the fairness of an investment in the notes; (9) the notes are illiquid and that (i) such person will be able at this time and in the foreseeable future to bear the economic risk of a total loss of such person's investment in the notes and is voluntarily assuming all risks associated with the purchase and holding of the notes, (ii) such person may be required to hold the notes indefinitely, (iii) such person has no need for liquidity with respect to the notes, (iv) such person has no need to dispose of the notes to satisfy any existing or contemplated undertaking or indebtedness, (v) such person acknowledges specifically that a possibility of total loss exists, and (vi) there is no established market for the notes and that no public market for the notes may develop; (10) such person agrees not to engage in hedging transactions with regard to the notes unless in compliance with the Securities Act; and (11) (i) in making the decision to purchase the notes, such person will rely solely upon the private placement memorandum and independent investigation made by such person and its independent assessment of the merits and risks of an investment in the notes, and (ii) such decision to purchase the notes will be formed based on such independent investigation of the Issuer, the Company and the notes, and such independent assessment of the merits and risks of an investment in the notes.

We will make available to every prospective investor, during the course of this private placement and prior to the sale of the notes, the opportunity to ask questions of, and receive answers from, us concerning the terms and conditions of the notes and to obtain any appropriate additional information necessary to evaluate the information contained in this private

placement memorandum, or for any other purpose relevant to a prospective investment in the notes placed hereby.

None of the Issuer, the Guarantors nor the Placement Agents, has authorized anyone to provide you with information different from that contained in this private placement memorandum. The Issuer, the Guarantors and the Placement Agents take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. The information contained in this private placement memorandum is accurate only as of the date of this private placement memorandum, regardless of the time of delivery of this private placement memorandum or of any sale of the notes.

No representation or warranty, express or implied, is made by the Placement Agents as to the accuracy or completeness of any of the information in this private placement memorandum, and nothing contained in this private placement memorandum is or shall be relied upon as a promise or representation by the Placement Agents or any of their affiliates or advisers, as to the past, present or future. Neither the delivery of this private placement memorandum nor any sale made hereunder will, under any circumstances, imply that there has been no change in the affairs of the Issuer or of any Guarantor, or that the information set forth in this private placement memorandum is correct as of any date subsequent to the date hereof. The Placement Agents have not independently verified any of the information set forth in this private placement memorandum and assume no responsibility for its accuracy or completeness.

This private placement memorandum is highly confidential, and we have prepared it for use solely in connection with the proposed private placement of the notes. This private placement memorandum is personal to the offeree to whom it has been delivered and does not constitute an offer to any other person or to the public in general to purchase or otherwise acquire the notes. Distribution of this private placement memorandum, in whole or in part, to any person other than the offeree and those persons, if any, retained to advise that offeree with respect thereto is unauthorized, and any disclosure of any of its contents without our prior written consent is prohibited. Each offeree, by accepting delivery of this private placement memorandum, agrees to the foregoing and agrees to make no photocopies of this private placement memorandum, and if the prospective investor does not purchase the notes or the placement is terminated for any reason, to return this private placement memorandum to the Placement Agents. The Issuer reserves the right to withdraw this private placement of the notes at any time. The Issuer also reserve the right to reject any offer to purchase, in whole or in part, for any reason or to sell less than all of the notes placed hereby and to allot to any prospective investor less than the full amount of the notes sought by it. This document does not constitute a prospectus for the purposes of Regulation (EU) 2017/1129 of 14 June 2017 on prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended, or the "Prospectus Regulation."

The private placement is being made in reliance upon an exemption from registration under the Securities Act, for an offer and sale of securities that does not involve a public offering, and the notes have not been and will not be registered under the securities or "blue sky" laws of any state of the United States or Brazil or any other jurisdiction. **The notes are subject to restrictions on transferability and resale, and may not be transferred or resold in the United States except as permitted under the Securities Act and applicable U.S. state securities laws pursuant to registration under or exemption from them. In making your purchase, you will be deemed to have made certain acknowledgments, representations and agreements set forth in this private placement memorandum under the captions "Private Placement" and "Selling Restrictions." You should be aware that you may be required to bear the financial risks of this investment for an indefinite period of time.** Prospective investors are not to construe the contents of this private placement memorandum or any previous or subsequent communications from the Issuer, the Guarantors or the Placement Agents, or any of their respective officers, employees or agents as investment, legal, accounting, regulatory or tax advice. Before investing in any notes, a prospective investor should consult with its own business, legal, accounting, regulatory and tax advisors to determine the appropriateness and consequences of an investment in the notes for such prospective investor's specific circumstances and arrive at an independent evaluation of the investment based upon, among other things, its own views as to the risks associated with the notes, the Issuer, the Guarantors and investments in Brazil and outside Brazil, as applicable. Investors whose investment authority is subject to legal restrictions should consult their legal advisors to determine whether and to what extent the notes constitute legal investments for them. **The notes have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not confirmed the accuracy or determined the adequacy of this private placement memorandum. Any representation to the contrary is a criminal offense. It is expected that prospective investors interested in investing in the notes will conduct their own independent investigation of the risks posed thereby. The notes are not insured or guaranteed by any governmental agency in the United States, Brazil or elsewhere.**

You must comply with all applicable laws and regulations in force in any jurisdiction in which you purchase, offer or sell the notes, or possess or distribute this private placement memorandum and must obtain any consent, approval or permission required for the purchase, offer or sale of the notes under the laws and regulations in force in any jurisdiction to which you are subject or in which you make the purchases, offers or sales, and neither we nor the Placement Agents will have any responsibility therefor.

This private placement memorandum does not constitute an offer to sell or a solicitation of an offer to buy the notes by any person in any jurisdiction where it is unlawful to make such an offer or solicitation. The distribution of this private placement memorandum and the offer or sale of the notes in certain jurisdictions is restricted by law. This private placement memorandum may not be used for, or in connection with, and does not constitute, any offer to, or solicitation

by, anyone in any jurisdiction or under any circumstance in which such offer or solicitation is not authorized or is unlawful.

The notes are not suitable investments for all investors. In particular, you should not purchase any notes unless you understand and are able to bear the prepayment, credit, liquidity and market risks associated with such notes. The interaction of these factors and their effects are impossible to predict and are likely to change from time to time. As a result, an investment in the notes involves substantial risks and uncertainties and should be considered only by sophisticated institutional investors with substantial investment experience with similar types of notes and who have conducted appropriate due diligence on the notes.

There is currently no market for the notes being placed hereby, nor is there any representation that a market for the notes will develop.

NOTICE TO INVESTORS WITHIN BRAZIL

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE CVM. THE NOTES MAY NOT BE PLACED OR SOLD IN BRAZIL, EXCEPT IN CIRCUMSTANCES THAT DO NOT CONSTITUTE A PUBLIC OFFERING OR UNAUTHORIZED DISTRIBUTION UNDER THE APPLICABLE BRAZILIAN LAWS AND REGULATIONS. THE NOTES ARE NOT BEING PLACED, OFFERED OR SOLD IN BRAZIL. DOCUMENTS RELATING TO THE PLACEMENT OF THE NOTES, AS WELL AS INFORMATION CONTAINED THEREIN, MAY NOT BE SUPPLIED TO THE GENERAL PUBLIC IN BRAZIL, NOR BE USED IN CONNECTION WITH ANY OFFER FOR SUBSCRIPTION OR SALE OF THE NOTES TO THE GENERAL PUBLIC IN BRAZIL.

AVAILABLE INFORMATION

While any notes remain outstanding, we will make available, upon request, to any holder and any prospective purchaser of notes the information required pursuant to Rule 144A(d)(4)(i), during any period in which we are not subject to Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended, or the Exchange Act, or exempt under Rule 12g3-2(b) of the Exchange Act.

TABLE OF CONTENTS

PRESENTATION OF FINANCIAL AND OTHER DATA

Financial Statements and Information

We maintain our books and records in *reais*, which is our functional currency as well as our reporting currency. Our audited consolidated financial statements as of December 31, 2019, 2018 and 2017 and for the years ended December 31, 2019, 2018 and 2017 (our "audited consolidated financial statements") and our unaudited interim condensed consolidated financial statements as of September 30, 2020 and for the three and nine months ended September 30, 2020 and 2019 (our "unaudited interim condensed consolidated financial statements") have been prepared in accordance with International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board (the "IASB"), and are incorporated by reference in this private placement memorandum. See "Incorporation by Reference."

Translation of *Reais* into U.S. Dollars

Solely for the convenience of the reader, we have translated some of the *real* amounts in this private placement memorandum into U.S. dollars at the rate of R$5.6407 to US$1.00, which was the U.S. dollar selling rate in effect as of September 30, 2020, as reported by the Central Bank. The U.S. dollar equivalent information presented in this private placement memorandum is provided solely for the convenience of investors and should not be construed as implying that the *real* amounts represent, or could have been or could be converted into, U.S. dollars at the above rate.

Market Information

We make statements in this private placement memorandum about our competitive position and market share in, and the market size of, the Brazilian and international airline industry. We have made these statements on the basis of statistics and other information from third party sources, governmental agencies or industry or general publications that we believe are reliable. Although we have no reason to believe any of this information or these reports are inaccurate in any material respect, we have not independently verified such information and cannot guarantee the accuracy or completeness of such information. All industry and market data contained or incorporated by reference in this private placement memorandum are from the latest publicly available information.

Going Concern Basis of Accounting

Our audited consolidated financial statements and unaudited interim condensed consolidated financial statements have been prepared on a going concern basis of accounting, which contemplates continuity of operations, realization of assets and satisfaction of liabilities and commitments in the normal course of business. As such, our audited consolidated financial statements and unaudited interim condensed consolidated financial statements do not include any adjustments that might result from an inability to continue as a going concern. If we cannot continue as a going concern, adjustments to the carrying values and classification of our assets and liabilities and the reported amounts of income and expenses could be required and could be material.

Rounding

Certain figures included or incorporated by reference in this private placement memorandum have been rounded. Accordingly, figures shown as totals in certain tables may not be an arithmetic sum of the figures that precede them.

Special Note Regarding Non-GAAP Financial Measures

We disclose certain non-GAAP financial measures, which are not defined under IFRS, specifically "EBITDA," "EBITDA margin," "operating margin," "total liquidity" and "adjusted net indebtedness." Non-GAAP financial measures do not have standardized meanings and may not be directly comparable to similarly-titled measures adopted by other companies. We believe the non-GAAP financial measures that we use help to understand our profitability and indebtedness. Potential investors should not rely on information not defined under IFRS as a substitute for the IFRS measures of earnings, cash flows or net income (loss) in making an investment decision.

EBITDA

We calculate EBITDA as net income (loss) *plus* financial results, exchange rate variation, net, income taxes and depreciation and amortization. EBITDA is not a measure of financial performance recognized under IFRS, nor should it be considered an alternative to net income (loss) as a measure of operating performance, or as an alternative to operating cash flows, or as a measure of liquidity. EBITDA is not calculated using a standard methodology and may not be comparable to

the definition of EBITDA or similarly titled measures used by other companies. Because our calculation of EBITDA eliminates financial results, net, exchange rate variation, net, income taxes and depreciation and amortization, we believe that our EBITDA provides an indication of our general economic performance, without giving effect to interest rate or exchange rate fluctuations, changes in income and social contribution tax rates or depreciation and amortization.

EBITDA Margin

We calculate EBITDA margin as EBITDA *divided* by total net revenue. EBITDA margin is not a measure of financial performance recognized under IFRS, nor should it be considered an alternative to net income (loss) as a measure of operating performance, or as an alternative to operating cash flows, or as a measure of liquidity.

Operating Margin

We calculate operating margin as income before interest and tax, less other financial income and expenses, *divided by* total net revenue. We believe that operating margin is an important measure of our operating profitability and is commonly presented by airlines.

Total Liquidity

We calculate total liquidity as the sum of cash and cash equivalents, restricted cash, short-term investments and trade receivables. Because total liquidity represents the sum of investments and securities that we understand to be readily convertible into cash, we believe it is an important indicator of our ability to meet our cash needs.

Adjusted Net Indebtedness

We calculate adjusted net indebtedness as the sum of our current and non-current loans and financing and current and non-current lease liabilities, *less* perpetual notes, cash and cash equivalents, short-term investments and current and non-current restricted cash. We exclude perpetual notes from this measure because we consider them to be quasi-equity financial instruments.

Certain Definitions

This private placement memorandum contains terms relating to operating performance in the airline industry that are defined as follows:

"Aircraft utilization" represents the average number of block-hours operated per day per aircraft for the total aircraft fleet.

"ATK" refers to available ton kilometers and is a measure of total capacity, considering passenger and cargo.

"Available seat kilometers" or "ASK" represents the aircraft seating capacity multiplied by the number of kilometers flown.

"Average stage length" represents the average number of kilometers flown per flight.

"Block-hours" refers to the elapsed time between an aircraft's leaving an airport gate and arriving at an airport gate.

"Cape Town Convention" means the Convention on International Interests in Mobile Equipment and its protocol on Matters Specific to Aircraft Equipment, concluded in Cape Town on November 16, 2001, as adopted in Brazil.

"Load factor" represents the percentage of aircraft seating capacity that is actually utilized (calculated by dividing revenue passenger kilometers by available seat kilometers).

"Low-cost carrier" refers to airlines with a business model focused on a single fleet type, low-cost distribution channels and a highly efficient flight network.

"MRO" refers to maintenance, repair and operations.

"Net revenue per available seat kilometer" or "RASK" represents net revenue *divided by* available seat kilometers.

"Operating costs and expenses per available seat kilometer" or "CASK" represents operating costs and expenses *divided by* available seat kilometers, which is the generally accepted industry metric to measure operational cost efficiency.

"Operating costs and expenses excluding fuel expense per available seat kilometer" or "CASK ex-fuel" represents operating costs and expenses *less* fuel expense, *divided by* available seat kilometers.

"Passenger revenue per available seat kilometer" or "PRASK" represents passenger revenue *divided by* available seat kilometers.

"Revenue passenger kilometers" or "RPK" represents the number of kilometers flown by revenue passengers.

"Revenue passengers" represents the total number of paying passengers flown on all flight segments.

"Yield per passenger kilometer" or "yield" represents the average amount one passenger pays to fly one kilometer.

WHERE YOU CAN FIND MORE INFORMATION

We are a reporting company under Section 13 or Section 15(d) of the Exchange Act and file periodic reports with the U.S. Securities and Exchange Commission, or the SEC. However, if at any time we cease to be a reporting company under Section 13 or Section 15(d) of the Exchange Act, or are not exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, we will be required to furnish to any holder of a note which is a "restricted security" (within the meaning of Rule 144 under the Securities Act), or to any prospective purchaser thereof designated by such holder, upon the request of such holder or prospective purchaser, in connection with a transfer or proposed transfer of any such note pursuant to Rule 144A under the Securities Act or otherwise, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

We are subject to the informational requirements of the Exchange Act and, in accordance therewith, file reports and other information with the SEC. Such reports and other information can be inspected and copied at the public references facilities of the SEC at Room 1580, 100 F Street N.E., Washington, D.C. 20549. Copies of such material can also be obtained at prescribed rates by writing to the Public Reference Section of the SEC at 100 F Street N.E., Washington, D.C. 20549. We file materials with, and furnish material to, the SEC electronically using the EDGAR System. The SEC maintains an Internet site that contains these materials at *www.sec.gov*. In addition, such reports and other information concerning us can be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005, on which our equity securities are listed.

As a foreign private issuer, we are not subject to the same disclosure requirements as a domestic U.S. registrant under the Exchange Act. For example, we are not required to prepare and issue quarterly reports, and we are exempt from the Exchange Act rules regarding the provision and control of proxy statements and regarding short-swing profit reporting and liability. However, we furnish our shareholders with annual reports containing consolidated financial statements audited by our independent auditors and make available to our shareholders free translations of our quarterly reports (Form ITR as filed with the Brazilian Securities Commission (*Comissão de Valores Mobiliários*, the "CVM")) containing unaudited consolidated financial data for the first three quarters of each fiscal year, which are furnished to the SEC under Form 6-K. We furnish quarterly consolidated financial statements with the SEC within two months of the end of each of the first three quarters of our fiscal year, and we file annual reports on Form 20-F within the time period required by the SEC, which is four months from December 31, the end of our fiscal year.

INCORPORATION BY REFERENCE

We "incorporate by reference" certain information into this private placement memorandum, which means that we disclose important information to you without actually including the specific information in this private placement memorandum and by referring you to other documents separately filed with or furnished to the SEC. We incorporate by reference the following documents that we have filed with or furnished to the SEC:

- Our Annual Report on Form 20-F for the year ended December 31, 2019, as filed with the SEC on June 29, 2020, or the 2019 Annual Report, except for the reports on pages F-2 to F-7;
- Our Report on Form 6-K relating to the approval by our shareholders of the Restricted Share Plan and the Stock Option Plan, as furnished to the SEC on October 8, 2020;
- Our Report on Form 6-K relating to the increase in our capital stock, in the amount of R$304,224 upon the issuance of preferred shares, as a result of the Stock Purchase Option Plan, as furnished to the SEC on November 3, 2020;
- Our Report on Form 6-K relating to our unaudited interim condensed consolidated financial statements, as furnished to the SEC on November 4, 2020;
- Our Report on Form 6-K relating to the preliminary and unaudited air traffic results for the month of October 2020, as furnished to the SEC on November 5, 2020;
- Our Report on Form 6-K relating to the preliminary and unaudited air traffic results for the month of November 2020, as furnished to the SEC on December 3, 2020;
- Our Report on Form 6-K relating to our preliminary and unaudited financial numbers for the month of November 2020, as furnished to the SEC on December 7, 2020;
- Our Report on Form 6-K relating to the corporate merger proposal sent by GLA to the Board of Directors of Smiles Fidelidade S.A. on December 7, 2020, as furnished to the SEC on December 7, 2020; and

- Our Report on Form 6-K relating to the announcement that GOL would resume flying the Boeing 737 MAX on commercial routes in its domestic network starting on December 9, 2020, as furnished to the SEC on December 7, 2020.

You may obtain a copy of these filings at no cost by writing us at the following address or calling us at the number below:

GOL Linhas Aéreas Inteligentes S.A.
Praça Comandante Linneu Gomes, S/N, Portaria 3
CEP: 04626-020, São Paulo, SP, Brazil
Telephone +55 (11) 2128-4000

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein or in any other subsequently filed document that also is, or is deemed to be, incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this private placement memorandum. Information contained on our website is not incorporated by reference in, and shall not be considered a part of, this private placement memorandum.

FORWARD-LOOKING STATEMENTS

This private placement memorandum includes forward-looking statements, principally under the captions "Item 3. Key Information—D. Risk Factors," "Item 4.B. Business Overview" and "Item 5. Operating and Financial Review and Prospects" in our 2019 Annual Report. We have based these forward-looking statements largely on our current beliefs, expectations and projections about future events and financial trends affecting us. Although we believe these estimates and forward-looking statements are based on reasonable assumptions, these estimates and statements are subject to several risks and uncertainties and are made in light of the information currently available to us. Many important factors, in addition to those discussed elsewhere in this private placement memorandum, could cause our actual results to differ substantially from those anticipated in our forward-looking statements, including, among others:

- general economic, political and business conditions in Brazil, South America and the Caribbean;
- the effects of global financial markets and economic crises;
- developments relating to, and the economic, financial, political and health effects of, the spread of COVID-19 and government measures to address it;
- our ability to timely and efficiently implement any measure necessary in response to, or to mitigate the impacts of, the COVID-19 pandemic on our business, operations, cash flow, prospects, liquidity and financial condition;
- management's expectations and estimates concerning our financial performance and financing plans and programs;
- our level of fixed obligations;
- our capital expenditure plans;
- our ability to obtain financing on acceptable terms;
- our ability to service our indebtedness;
- inflation and fluctuations in the exchange rate of the *real*;
- changes to existing and future governmental regulations, including air traffic capacity controls;
- fluctuations in crude oil prices and its effect on fuel costs;
- increases in fuel costs, maintenance costs and insurance premiums;
- changes in market prices, customer demand and preferences, and competitive conditions;
- cyclical and seasonal fluctuations in our operating results;
- defects or mechanical problems with our aircraft;
- our ability to successfully implement our strategy;
- developments in the Brazilian civil aviation infrastructure, including air traffic control, airspace and airport infrastructure;
- the significant drop in demand for air travel as a result of the effects of developments relating to the COVID-19 pandemic, which, despite our strong liquidity position, led us to conclude that as of September 30, 2020 there was substantial doubt about our ability to continue as a going concern;
- future terrorism incidents, cyber-security threats, disease outbreaks or related occurrences affecting the airline industry; and
- the risk factors discussed under the caption "Item 3. Key Information—D. Risk Factors" in our 2019 Annual Report.

We caution you that the foregoing list may not contain all of the material factors that are important to you. The words "believe," "may," "will," "aim," "estimate," "continue," "anticipate," "intend," "expect" and similar words are intended to identify forward-looking statements. Forward-looking statements include information concerning our possible or assumed results of operations, business strategies, financing plans, competitive position, industry environment, potential growth opportunities and the effects of regulation and competition.

Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date they were made. We undertake no obligation to update publicly or to revise any forward-looking statements after we

distribute this private placement memorandum because of new information, events or other factors. In light of the risks and uncertainties described above, the forward-looking events and circumstances discussed in this private placement memorandum might not occur and are not guarantees of future performance.

SUMMARY

This summary highlights information presented in greater detail elsewhere in this private placement memorandum. This summary is not complete and does not contain all the information you should consider before investing in the notes. You should carefully read this entire private placement memorandum, our 2019 Annual Report, our audited consolidated financial statements and our unaudited interim condensed consolidated financial statements before investing. See "Presentation of Financial and Other Data" and "Item 3.A. Selected Financial Data" in our 2019 Annual Report for information regarding our consolidated financial statements, definitions of technical terms and other introductory matters.

Overview

GOL is Brazil's premier domestic airline and, in 2019, we were among the five largest low-cost carriers globally based on annual revenue and the leading low-cost carrier in Latin America. We pioneered the low-cost carrier model in South America and believe we offer the best product and customer experience to business and leisure passengers.

Our strategy and flexible business model allow us to be nimble in matching our supply to evolving demand scenarios. Since our inception in 2001, we have been preparing ourselves to successfully operate in every conceivable business environment. Throughout the COVID-19 pandemic, we worked proactively with our stakeholders to further strengthen our position as the #1 airline in Brazil. In 2020, we have consistently lowered our cash burn month-to-month.

We believe we will become the first Latin American carrier to return to positive operating margins, based on our unique business model and competitive strengths:

- *Lowest Cost and Strongest Operating Margins:*
    - Since inception, we have had the lowest operating costs of any Brazilian airline, with a CASK ex-fuel of $14.1 cents (US$3.5 cents) in 2019, and we have one of the lowest cost models among airlines globally.
    - We have the highest EBITDA margin among our Latin American peers.
    - Between 2016 and 2019, our EBITDA and EBIT more than quadrupled to R$3.6 billion and R$2.1 billion respectively, and our operating cashflow grew at a CAGR of 23% to R$3.0 billion.
    - Our fleet of Boeing 737 aircraft provides operational advantages that make it optimally suited for our low-cost carrier model.
    - During the COVID-19 pandemic, we adopted a series of cost reduction measures which have reduced labor costs by approximately 50%, including compensation reductions and deferrals. We entered into agreements with our employees, valid for 18 months, providing flexibility and stability for our team (926 captains, 964 co-pilots and 3,262 flight attendants), and we reduced airmen working hours by up to 50%. We also implemented salary cuts of 60% for middle and top managers, officers, vice-presidents and our chief executive officer.
    - In addition, as 100% of our fleet remains on operating leases, we entered into negotiations with our operating lessors to seek relief on certain commercial terms of our leases. In 2020 to date, we have concluded negotiations with 27 of our 29 leasing partners to create significant additional operational and financial flexibility. We have agreed to the early return of 11 aircraft, reduced aircraft return cost obligations by R$21.0 million, and importantly, achieved reductions and deferrals of lease payments for 2020 of R$1.2 billion, creating a R$180.0 million (present value) benefit for us.
- *Highest Load Factors and Passenger Capacity:* Our load factor has been best-in-class in Brazil for many years, and was approximately 82% in 2019. Even during the peak of the pandemic, in April and May 2020, with a largely reduced fleet and flight network, we reported load factors above 75%. In the nine months ended September 30, 2020, although our total demand decreased 67.0%, as compared to the same period in 2019, our average load factor was 79.3% (decreasing only 4.4%),, due to our fleet size flexibility. Our single fleet model and proactive fleet management increased our fleet flexibility, which allowed us to follow varying demand levels for flights without meaningfully impacting our load factors.
- *Dominant Market Position in Key Airports*: We are the largest player in four of the ten busiest airports in Brazil, with an average market share in excess of 39%, and we are the leading airline in 57% of the 30 largest airports in Brazil, which together represented 95% of domestic air traffic by passengers in Brazil.

- *Highest Ranking in Customer Service:* We have made a significant investment in our product offering. We have invested over US$200.0 million from 2013 to 2019 into product development, including features such as loyalty program integration, onboard service, onboard entertainment and comfortable seats, among others. We offer more complete products and services than any other leading global low-cost carrier, allowing us to capture the lion's share of premium business and economy leisure customers. Both groups of customers value the experience we offer, allowing us to extract higher yields and a leading share of customer wallet. We are a leader in technology development and digital solutions, enabling us to offer the best passenger experience, with a net promoter score (NPS) of 38.
- *Best Route Network, Loyalty Program and Global Partnerships:* We have a highly integrated network, operating the most flights at Brazil's busiest airports. In 2019, we were the largest Brazilian airline with over 36 million annual passengers transported and a domestic market share of 38%, as measured by RPK. We operate the leading Brazilian airline loyalty program, with 16.9 million members as of December 31, 2019, generating revenues in 2019 of R$1.0 billion. We have entered into 15 codeshare agreements and 77 interline agreements, allowing our customers to connect seamlessly to 186 airports around the world. In 2019, we established a new partnership with American Airlines, the leading provider of air service between the United States and Brazil.
- *We Have a Flexible, Single Fleet Type on 100% Operating Leases:*
    - Our single fleet strategy provides significant operational flexibility. In 2019, we had best in class aircraft utilization, with 12.3 block hours per day, one of the highest in the world. Our aircraft financings are structured for maximum operational flexibility, and we lease 100% of our aircraft from global operating lessors. We do not finance any aircraft via EETCs in the capital markets or via finance leases. We retain full optionality to extend leases or return aircraft at maturity, providing significant flexibility in managing our fleet size.
    - In early 2020, we had 18 aircraft under short-term operating leases, allowing us to reduce our fleet size by 14% in the short term via redeliveries. At the end of 2019, our total fleet comprised 137 Boeing 737 aircraft, of which 130 were Next Generation aircraft and seven were non-operational MAX aircraft. To match supply with expected demand, we are working toward adjusting our single type Boeing 737 operating fleet for 2021 to approximately 100 aircraft. In 2020 to date, we have reduced our Next Generation fleet by 11 leased aircraft, and we plan to return an additional four leased aircraft in the second half of 2020; by year-end we plan to have a total of 115 Next Generation aircraft in our fleet. We plan to further reduce our Next Generation fleet by 18 aircraft in 2021 and 2022, in tandem with the expected re-initiation of MAX operations. We had an average operating fleet of 63 aircraft for the third quarter of 2020, and expect to end December 2020 with 126 operating aircraft, representing 92% of our operating fleet in December 2019. We have reduced our 2020-2022 Boeing 737 MAX deliveries by 34 aircraft, allowing us to defer delivery of the aircraft until passenger demand requires the additional capacity.
    - Since 2001, we have forged a deep relationship with Boeing, allowing us to obtain favorable terms for the pricing and delivery of aircraft. The attractive pricing, together with our leasing strategy, allow us to realize significant equity upside in our aircraft. In March 2020, we announced an agreement in which Boeing compensated us for the grounding of the 737 MAX aircraft. The agreement bolstered our liquidity by nearly R$500.0 million in April 2020. Additionally, the agreement allowed us to adjust our order book, reducing firm commitments from 129 to 95 aircraft with the flexibility of further reductions. On November 18, 2020, the Federal Aviation Administration, or FAA, lifted its 2019 decision to ground the 737 Max in the United States.
    - On November 25, 2020, the National Civil Aviation Agency (*Agência Nacional de Aviação Civil*), or ANAC, also lifted its 2019 decision to ground 737 MAX aircraft in Brazil. We remain strongly committed to the 737 MAX aircraft and expect significant operating cost savings from operating the 737 MAX. We reinitiated operations of the 737 MAX in November 2020.
- *Diverse Revenue Base:* We are Brazil's second largest cargo airline with a 25% market share as measured by ATKs, and we operate the largest MRO facility in Brazil, with over 1.0 million square feet of hangar and ramp areas, six shops, more than 60,000 square feet of parts storage area, and over 700 employees.

Since August 2020, we have been accelerating our full return to service:

- *Recovery of Brazilian Air Travel Demand:* Since July 2020, we have added frequencies to our flight network, initially in our Brasilia and Galeão (Rio de Janeiro) hubs, and we also increased our shuttle services. In September 2020, we increased our capacity to an average of 270 flights per day, a 42% increase from an average of 190 daily flights in August 2020. On peak days in September 2020, GOL operated 360 daily flights to service the 36% month-over-month improvement in demand for air travel. In October 2020, we increased our average daily flights to 363, reaching a monthly peak of 500 flights a day. With improving visibility into an industry recovery, our current capacity planning scenario assumes that, by the end of 2020, we will serve 80% of our 2019 frequencies and markets. Our network is designed to achieve the highest load factors in the Brazilian domestic market.
- *Domestic Market Focus:* Our network of flights has always been focused on national and regional routes within South America and Brazil, which are returning to normal levels of traffic faster than inter-continental routes prioritized by some of our competitors. We have benefitted from the competitive dynamic that has led to certain competitors pursuing credit restructuring and Chapter 11 bankruptcy procedures, which have further decreased the supply of flights in the market.

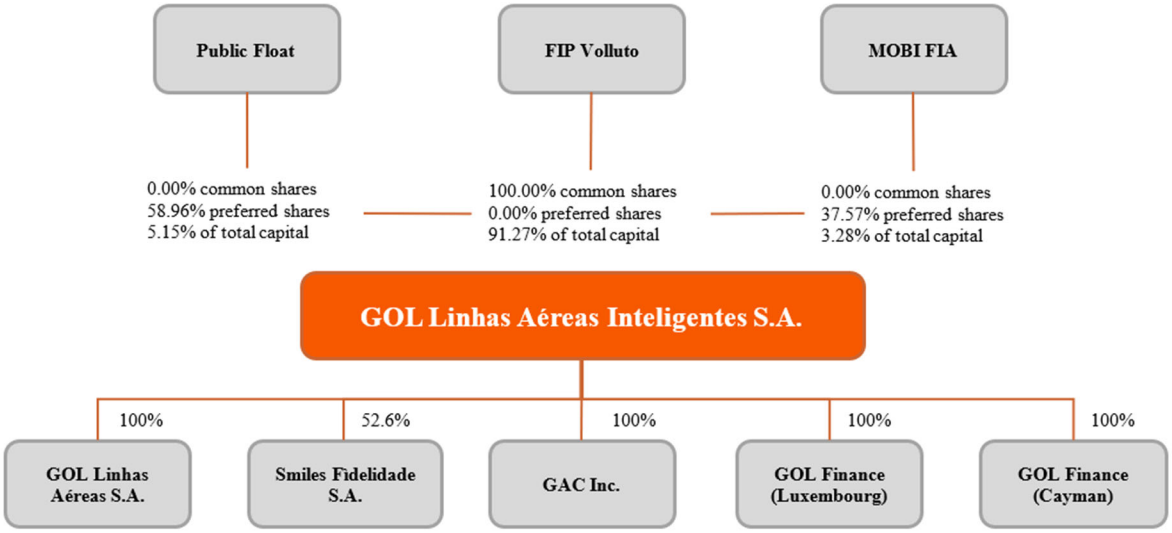
We have a strong liquidity position:

- Since the first quarter of 2015, we have redeemed or retired US$633.1 million of debt. Our Net Debt to EBITDA ratio decreased from 5.7x to 2.4x from year-end 2016 to year-end 2019. Our weighted average fixed interest cost declined by approximately 200 basis points per year since the first quarter of 2015, generating annual interest expense savings of approximately R$300.0 million. Our continued deleveraging has successfully re-positioned our credit among the world's leading low-cost carriers. We have created a resilient liability profile with no major debt maturities until 2024. We have demonstrated access to a diverse set of funding markets: bank loans, leases, senior unsecured notes, perpetual notes, convertible notes and equity.
- Throughout 2020, we have maintained liquidity without impairing our balance sheet. In March 2020, we extended the amortization schedule of our debentures to March 2022. We entered into discussions with key suppliers to reduce our costs and adjust them to the new network and fleet profiles. We were able to defer jet fuel payment installments to after September 30, 2020. All non-essential investments in operations and maintenance have been eliminated, as have any pre-delivery payment obligations. We were able to make significant adjustments to our working capital by extending our payment terms and managing other current assets and liabilities. We have also been able to raise new financing to continue to pay down short term maturities at par, while terming out the average maturity of our debt profile. In August 2020, we fully paid down our US$300.0 million term loan, with the support of a replacement secured loan in the principal amount of US$250.0 million, while also extending out the average maturity of our debt and keeping liquidity close to unchanged. For further details on this new loan facility, see note 18.1.5 to our unaudited interim condensed consolidated financial statements.

- As of September 30, 2020, we had approximately R$2.2 billion in total liquidity, which implies over 19 months of cash on hand (excluding refunds and restricted cash). Including the financeable amounts of deposits and unencumbered assets, our liquidity sources would be approximately R$6.0 billion. For further information, see "Risk Factors—Risks Relating to Us and the Brazilian Airline Industry—We may not be able to maintain adequate liquidity and our cash flows from operations and financings may not be sufficient to meet our current obligations."

Corporate Structure

The following chart summarizes our corporate structure as of November 30, 2020:



Our principal executive offices are located at Brazil's largest domestic airport, the Congonhas airport, at Praça Comandante Linneu Gomes, S/N, Portaria 3, Jardim Aeroporto, 04626-020, São Paulo, SP, Brazil, and the telephone number of our investor relations department is +55 (11) 2128-4700. Our website is *www.voegol.com.br* and investor information may be found on our website under *www.voegol.com.br/ir*. Information contained on our website is not incorporated by reference, and is not to be considered a part of, this private placement memorandum.

GOL Finance is an orphan special purpose vehicle organized as a public limited liability company (*société anonyme*) under the laws of Luxembourg, having its registered office at 48, boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (*R.C.S. Luxembourg*) under number B 178497.

THE PLACEMENT

Following is a brief summary of some of the terms of this private placement. For a more complete description of the terms of the notes, see "Description of Notes" in this private placement memorandum. You should carefully read this entire private placement memorandum including the documents incorporated by reference herein before investing. This summary is not complete and does not contain all the information you should consider before investing.

The GOL secured debt program	This private placement is the first placement under GOL's secured debt issuance program, which is designed to complement GOL's senior unsecured bond issuances and to make GOL's capital structure more efficient and diverse. The collateral securing the notes and other collateral that may be added in the future is available to serve as collateral for other GOL issuance of secured indebtedness, subject to the applicable collateral ratios and to the terms and conditions of the notes and intercreditor agreement. See "Description of Collateral," "Description of the Intercreditor Agreement," and "Description of Notes" below for further details.
Issuer	GOL Finance, a public limited liability company (*société anonyme*) organized and established under the laws of the Grand Duchy of Luxembourg, having its registered office at 48, boulevard Grande-Duchesse Charlotte L-1330 Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (*R.C.S. Luxembourg*) under number B 178497.
Securities placed	US$200.0 million aggregate principal amount of 8.00% senior secured notes due 2026.
Guarantors	GOL Linhas Aéreas Inteligentes S.A. ("GLAI") and GOL Linhas Aéreas S.A. ("GLA").
Guarantees	The Guarantors will unconditionally and irrevocably guarantee, on a senior secured basis, all of the Issuer's obligations pursuant to the notes and the indenture governing the notes. See "Description of Notes—Guarantees."
Issue price	98.625% plus accrued and unpaid interest, if any, from December 23, 2020.
Issue date	December 23, 2020.
Settlement	On the Issue Date, investors will deposit in the account specified by the Issuer in the form of the Purchase Agreement the purchase price of the notes allocated to them by the Issuer pursuant to the terms of the Purchase Agreement. For more information on the settlement of the Notes, see "Private Placement—Settlement."
Maturity date	June 30, 2026.

Interest	The notes will bear interest from December 23, 2020 at the annual rate of 8.00%, payable semiannually in arrears on each interest payment date.
Interest payment dates	June 30 and December 30 of each year, commencing on June 30, 2021.
Ranking of the notes and the guarantees	The notes and the guarantees will be senior, secured obligations of the Issuer and the Guarantors and will rank: (i) equally in right of payment with all existing and future senior indebtedness of the Issuer and the Guarantor; (ii) senior in right of payment to any subordinated indebtedness of the Issuer and the Guarantors; (iii) effectively senior to all of the existing and future unsecured indebtedness of the Issuer and the Guarantors to the extent of the value of the collateral that is available to satisfy the obligations under the notes and the guarantees and any other indebtedness secured by the collateral; and (iv) structurally subordinated to all indebtedness of each subsidiary of the Issuer or the Guarantors that is not a guarantor of the notes.
Optional redemption	The Issuer may redeem the notes, in whole or in part, after 24 months as of the issue date, at the applicable redemption prices set forth in this private placement memorandum together with accrued and unpaid interest and any additional amounts, if any. See "Description of Notes—Redemption—Optional Redemption."
Tax redemption	The Issuer may redeem the notes, in whole but not in part, at 100% of their principal amount, together with accrued and unpaid interest, at any time upon the occurrence of specified events relating to applicable tax laws as described under "Description of Notes—Redemption—Tax Redemption."
Additional amounts	Payments of interest on the notes will be made after withholding and deduction for any Luxembourg or Brazilian taxes as set forth under "Taxation." The Issuer, in respect of the notes, and the Guarantors, in respect of the guarantees, will pay such additional amounts as will result in receipt by the holders of notes of such amounts as would have been received by them had no such withholding or deduction for Luxembourg or Brazilian taxes been required, subject to certain exceptions set forth under "Description of Notes—Additional Amounts."
Covenants	The terms of the notes contain certain limited covenants and other provisions designed to protect

	holders of the notes in the event that the Issuer or the Guarantors or any other of the Guarantors' present or future subsidiaries participate in a highly leveraged transaction. The terms of the notes do not permit the Issuer and the Guarantors to consolidate or merge with, or transfer all or substantially all of their respective assets to, another person, or to enter into transactions with affiliates, unless the Issuer or the Guarantors, as the case may be, complies with certain requirements.
Change of control offer	Upon the occurrence of a change of control, the holders of the notes will have the right to require the Issuer to repurchase some or all of their notes at 101% of their principal amount, plus accrued and unpaid interest, if any, on the repurchase date. See "Description of Notes—Repurchase of Notes upon a Change of Control."
Collateral.....	Within 30 days of the issue date, the notes and the guarantees will be secured on a first-priority basis by the spare parts collateral and all of GOL's trademarks, together the "Issue Date Collateral". After the issue date, upon the issuance of any additional notes or to cure any LTV ratio deficiency, the notes and the guarantees may also be secured on a first-priority basis by certain additional collateral, at our option, including aircraft collateral, flight simulator collateral and spare engines, as well as non-credit card backed receivables collateral and Smiles collateral. For more information on the collateral granted, see "Description of Notes—Collateral."
Collateral documents.....	On the issue date, the Issuer and the Guarantors will enter into certain collateral documents with the collateral agent as to certain matters relating to the first-priority security interests in the collateral in respect of the notes (and the guarantees), pursuant to the indenture governing the notes and the collateral documents, as well as certain other matters relating to the administration of such security interests. The collateral documents will set forth the terms on which the collateral agent will receive, hold, administer, enforce and distribute the proceeds of all of its liens upon the collateral. See "Description of Notes—Use and Possession of Spare Parts and Engines."
Shared Collateral and Intercreditor Agreement	The first priority security interest in the collateral granted to the holders of the notes will be held *pari passu* with the holders of certain indebtedness, if any, that may be issued by the Issuer subsequently to this offering, subject to the collateral ratio and pursuant to the terms of an intercreditor agreement. See "Description of Notes—Collateral."
Events of default	The notes and the indenture will contain certain events of default, consisting of, among others, the following:

	• failure to pay the principal when due or failure to pay interest in respect of the notes within 30 days of the due date for an interest payment; • failure to comply with the LTV ratio specified in the covenants, and such failure continues after the expiry of certain cure periods; • failure to comply with the Issuer's and the Guarantors' other covenants with such failure continuing for 60 days after written notice has been delivered to the Issuer and the Guarantors; • any indebtedness of the Issuer, the Guarantors or any of the significant subsidiaries of GLAI exceeding US$50.0 million that is not paid when due or is accelerated; • specified events of bankruptcy, liquidation or insolvency of GLAI or of any of its subsidiaries; and • if any of the collateral documents cease to be in full force and effect or if any security interest under the collateral documents ceases to be enforceable and of the same effect and priority purported to be created thereby. For a full description of the events of default, see "Description of Notes—Events of Default."
Further issuances.....	The Issuer may, subject to the terms of the indenture, from time to time without notice to or consent of the holders of notes create and issue additional notes of the same series as the notes initially issued in this private placement, having the same terms and conditions of the notes in all respects; provided that if any such additional notes are not fungible with the notes initially offered hereby for U.S. federal income tax purposes, such additional notes will have a separate CUSIP number. Any such issue will be consolidated with the notes sold in this private placement, and will be treated as a single class for all purposes of the indenture, including waivers and amendments. See "Description of Notes—Further Issuances."
Use of proceeds	We intend to use these net proceeds, together with the proceeds of any other GOL secured note issuances secured by the collateral, for the following: (i) working capital of the Guarantors; (ii) refinance certain existing indebtedness in order to release certain assets for additional working capital financing and investment opportunities while generating NPV savings through interest savings optimization; (iii) repayment in whole or in part of our US$250.0 million term loan in accordance with the conditions thereof; (iv) purchase of the minority equity interest in Smiles not currently

	owned by us; (v) investments in aircraft; and (vi) for any general corporate purposes.
Book-entry form	The notes will be issued in book-entry form through the facilities of DTC. Holders of beneficial interests in notes held in book-entry form will not be entitled to receive physical delivery of certificated notes, except in certain limited circumstances.
Listing	The Issuer will apply to the SGX-ST and will use commercially reasonable efforts to obtain permission to list the notes on the main board of the SGX-ST, where the notes will be traded in a minimum board lot size of US$200,000 (or its equivalent in foreign currencies). We cannot guarantee the listing will be obtained. The SGX-ST assumes no responsibility for the correctness of any statements made, opinions expressed or reports contained herein. Admission to the Official List of the SGX-ST is not to be taken as an indication of the merits of the notes or the Issuer.
Governing law	The indenture, the guarantees and the notes will be governed by the laws of the State of New York. The collateral documents will be governed by Brazilian law. For the avoidance of doubt, Articles 470-1 to 470-19 of the Luxembourg Act, dated August 10, 1915, on commercial companies, as amended, are expressly excluded and will not be applicable to the notes.
Placement Agents	BofA Securities, Inc., Deutsche Bank Securities, Inc. and Evercore Group L.L.C.
Trustee, transfer agent, registrar and paying agent	The Bank of New York Mellon.
Collateral Agent	TMF Brasil Administração e Gestão de Ativos LTDA.
Selling restrictions	There are restrictions on persons to whom notes can be sold, and on the distribution of this private placement memorandum, as described in “Selling Restrictions.”

SUMMARY FINANCIAL AND OTHER INFORMATION

The following table presents a summary of our historical consolidated financial and operating data for each of the periods indicated. You should read this information together with "Item 5. Operating and Financial Review and Prospects" in our 2019 Annual Report and our audited consolidated financial statements.

Solely for the convenience of the reader, we have translated some of the *real* amounts in this private placement memorandum into U.S. dollars at the rate of R$5.6407 to US$1.00, which was the U.S. dollar selling rate in effect as of September 30, 2020, as reported by the Central Bank, and should not be construed as implying that the criteria used followed the criteria established in IAS No. 21 – The Effects of Changes in Foreign Exchange Rates.

Summary Financial and Operating Data

Summary Financial Data

	Year ended December 31,				Nine months ended September 30,		
	2017	2018	2019	2019[1]	2019	2020[2]	2020[1]
Statements of Operations Data:	*(in thousands of R$)*			*(in thousands of US$)*	*(in thousands of R$)*		*(in thousands of US$)*
Net revenue:							
Passenger	9,564,041	10,633,488	13,077,743	2,318,461	9,493,200	4,063,662	720,418
Cargo and other	764,993	777,866	786,961	139,515	568,200	416,833	73,897
Total net revenue	**10,329,034**	**11,411,354**	**13,864,704**	2,457,976	**10,061,400**	**4,480,495**	794,315
Operating costs and expenses:							
Salaries	(1,708,111)	(1,903,852)	(2,361,268)	(418,613)	(1,714,063)	(1,114,097)	(197,510)
Aircraft fuel	(2,887,737)	(3,867,673)	(4,047,344)	(717,525)	(3,038,027)	(1,453,237)	(257,634)
Aircraft rent[2]	(939,744)	(1,112,837)	-	-	-	-	-
Landing fees	(664,170)	(743,362)	(759,774)	(134,695)	(604,747)	(291,657)	(51,706)
Services rendered	(628,140)	(613,768)	(707,392)	(125,409)	(524,068)	(516,363)	(91,542)
Passenger service expenses	(437,045)	(474,117)	(578,744)	(102,601)	(442,305)	(264,705)	(46,928)
Sales and marketing	(590,814)	(581,977)	(670,392)	(118,849)	(495,554)	(221,496)	(39,267)
Maintenance, materials and repairs	(368,719)	(570,333)	(569,229)	(100,915)	(412,253)	(280,896)	(49,798)
Depreciation and amortization[2]	(505,425)	(668,516)	(1,727,982)	(306,342)	(1,239,971)	(828,161)	(146,819)
Other operating revenue (expenses), net	(610,310)	524,656	(309,917)	(54,943)	(122,923)	(142,509)	(25,264)
Total operating expenses	**(9,340,215)**	**(10,011,779)**	**(11,732,042)**	(2,079,891)	**(8,623,378)**	**(5,113,121)**	(906,469)
Equity method investees	544	387	77	14	79	-	-
Income before financial income (expenses), net and income taxes	**989,363**	**1,399,962**	**2,132,739**	378,098	**1,438,062**	**632,626**	112,154
Financial income	213,446	259,728	389,563	69,063	282,965	1,137,231	201,612
Financial expense	(1,050,461)	(1,061,089)	(1,748,265)	(309,938)	(1,211,288)	(2,339,673)	(414,784)
Income before exchange rate variation, net and income taxes	**152,348**	**598,601**	**774,037**	137,224	**509,739**	**(1,835,068)**	(325,326)
Exchange rate variation, net	(81,744)	(1,081,197)	(385,092)	(68,270)	(681,327)	(4,064,660)	(720,595)
Income (loss) before income taxes	**70,604**	**(482,596)**	**388,945**	68,953	**(171,588)**	**(5,899,728)**	(1,045,921)
Income taxes	307,213	(297,128)	(209,607)	(37,160)	(85,150)	(54,887)	(9,731)
Net income (loss) for the period/year	**377,817**	**(779,724)**	**179,338**	31,794	**(256,738)**	**(5,954,615)**	(1,055,652)
Attributable to non-controlling interests	359,025	305,669	296,611	52,584	212,244	50,337	8,924
Attributable to equity holders of GLAI	**18,792**	**(1,085,393)**	**(117,273)**	(20,791)	**(468,982)**	**(6,004,952)**	(1,064,576)

	As of December 31,				As of September 30,	
	2017	2018	2019	2019[1]	2020	2020[1]
Balance Sheet Data		*(in thousands of R$)*		*(in thousands of US$)*	*(in thousands of R$)*	*(in thousands of US$)*
Cash and cash equivalents	1,026,862	826,187	1,645,425	291,706	498,754	88,421
Short-term investments	955,589	478,364	953,762	169,086	399,624	70,847
Restricted cash	268,047	822,132	444,306	78,768	372,668	66,068
Trade receivables	936,478	853,328	1,229,530	217,975	790,911	140,215
Total liquidity[6]	**3,186,976**	**2,980,011**	**4,273,023**	757,534	**2,061,957**	**365,550**
Current loans and financing	1,162,872	1,223,324	2,543,039	450,838	3,090,339	547,864
Non-current loans and financing	5,942,795	5,861,143	5,866,802	1,040,084	7,193,379	1,275,264
Total deficit	(3,088,521)	(4,505,351)	(7,105,417)	(1,259,669)	(14,136,946)	(2,506,240)
Capital stock	3,082,802	3,098,230	3,008,178	533,299	3,009,132	533,468

Other Financial Data:	As of and for the year ended December 31,				As of and for the nine months ended September 30,		
	2017	2018	2019	2019(1)	2019	2020(2)	2020(1)
	(in thousands of R$ except percentages)			(in thousands of US$)	(in thousands of R$ except percentages)		(in thousands of US$)
EBITDA(3)	1,494,788	2,068,478	3,860,721	684,440	2,707,500	837,164	148,415
EBITDA margin(4)	14.5%	18.1%	27.8%	27.8%	29.3%	18.7%	18.7%
Operating margin(5)	9.6%	12.3%	15.4%	15.4%	14.3%	(14.1)%	(14.1%)
Total liquidity(6)	3,186,976	2,980,011	4,273,023	757,534	4,034,601	2,242,345	397,530
Net cash flows used in operating activities	672,753	2,081,869	2,461,076	436,307	500,793	500,793	88,782
Net cash flows used in investing activities	(559,805)	(1,587,256)	(754,611)	(133,780)	(848,110)	(120,455)	(21,355)
Net cash flows used in financing activities	359,673	(753,189)	(892,173)	(158,167)	(493,259)	(1,691,851)	(299,936)

Summary Operating Data

	Year ended December 31			Nine months ended September 30,	
	2017	2018	2019	2019	2020
Operating aircraft at period end	119	121	130	111	65
Total aircraft at period end	119	121	137	125	129
Revenue passengers carried (in thousands)	32,507	33,446	36,445	26,939	11,577
Revenue passenger kilometers (RPK) (in millions)	37,408	38,423	41,863	31,056	13,884
Available seat kilometers (ASKs) (in millions)	46,695	48,058	51,065	37,808	17,444
Load factor	80.1%	80.0%	82.0%	82.1%	79.6%
Break-even load factor	72.4%	70.1%	66.3%	68.4%	77.4%
Aircraft utilization (block hours per day)	12.1	11.8	12.3	12.4	9.8
Average fare (R$)	294	318	359	352	351
Passenger revenue yield per RPK (R$ cents)	25.6	27.6	31.2	30.6	29.3
PRASK (R$ cents)	20.5	22.1	25.6	25.1	23.3
RASK (R$ cents)	22.1	23.7	27.2	26.6	25.7
CASK (R$ cents)	20.0	20.8	22.0	22.2	25.0
CASK ex-fuel (R$ cents)	13.8	12.8	14.1	14.1	16.6
Departures	250,654	250,040	259,377	191,149	68,102
Departures per day	687	685	711	703	319
Destinations served	64	69	77	70	60
Average stage length (kilometers)	1,094	1,098	1,114	1,123	1,146
Active full-time equivalent employees at year end	14,532	15,259	16,113	15,838	15,083
Fuel liters consumed (in millions)	1,379	1,403	1,475	1,092	506
Average fuel expense per liter (R$)	2.15	2.91	2.79	2.84	2.65

(1) Translated for convenience using the U.S. dollar selling rate as reported by the Central Bank of R$5.6407 to US$1.00 as of September 30, 2020.

(2) We adopted IFRS 16 on January 1, 2019 using the modified retrospective method and we did not restate our financial information for the years ended December 31, 2017 and 2018 for comparative purposes. For more information, see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Recent Accounting Pronouncements" in our 2019 Annual Report and note 19 to our audited consolidated financial statements incorporated by reference in this private placement memorandum.

(3) We calculate EBITDA as net income (loss) *plus* financial results, net, exchange rate variation, net, income taxes and depreciation and amortization. EBITDA is not a measure of financial performance recognized under IFRS, nor should it be considered an alternative to net income (loss) as a measure of operating performance, or as an alternative to operating cash flows, or as a measure of liquidity. EBITDA is not calculated using a standard methodology and may not be comparable to the definition of EBITDA or similarly titled measures used by other companies. Because our calculation of EBITDA eliminates financial results, net, exchange rate variation, net, income taxes and depreciation and amortization, we believe that our EBITDA provides an indication of our general economic performance, without giving effect to interest rate or exchange rate fluctuations, changes in income and social contribution tax rates or depreciation and amortization.

(4) We calculate EBITDA margin as EBITDA *divided* by total net revenue. EBITDA margin is not a measure of financial performance recognized under IFRS, nor should it be considered an alternative to net income (loss) as a measure of operating performance, or as an alternative to operating cash flows, or as a measure of liquidity.

(5) We calculate operating margin as income before interest and tax, less other financial income and expenses, *divided by* total net revenue.

(6) We calculate total liquidity as the sum of cash and cash equivalents, restricted cash, short-term investments and trade receivables.

Reconciliation and Calculation of Certain Non-GAAP Measures

Reconciliation of Net Income (Loss) for the Year to EBITDA

	Year ended December 31,				Nine months ended September 30,		
	2017	**2018**	**2019**	**2019[1]**	**2019**	**2020[2]**	**2020[1]**
	(in thousands of R$)			*(in thousands of US$)*	*(in thousands of R$)*		*(in thousands of US$)*
Net income (loss)	377,817	(779,724)	179,338	31,794	(256,738)	(5,954,615)	(1,055,652)
(+) Income taxes	(307,213)	297,128	209,607	37,160	85,150	54,887	9,731
(+) Financial results	837,015	801,361	1,358,702	240,875	957,880	1,202,442	213,172
(+) Exchange rate variation, net	81,744	1,081,197	385,092	68,270	681,327	4,064,660	720,595
(+) Depreciation and amortization	505,425	668,516	1,727,982	306,342	1,239,971	1,469,790	260,569
EBITDA[2]	**1,494,788**	**2,068,478**	**3,860,721**	684,440	**2,707,500**	**837,164**	148,415

(1) Translated for convenience using the U.S. dollar selling rate as reported by the Central Bank of R$5.6407 to US$1.00 as of September 30, 2020.

(2) We calculate EBITDA as net income (loss) *plus* financial results, net, exchange rate variation, net, income taxes and depreciation and amortization. EBITDA is not a measure of financial performance recognized under IFRS, nor should it be considered an alternative to net income (loss) as a measure of operating performance, or as an alternative to operating cash flows, or as a measure of liquidity. EBITDA is not calculated using a standard methodology and may not be comparable to the definition of EBITDA or similarly titled measures used by other companies. Because our calculation of EBITDA eliminates financial results, net, exchange rate variation, net, income taxes and depreciation and amortization, we believe that our EBITDA provides an indication of our general economic performance, without giving effect to interest rate or exchange rate fluctuations, changes in income and social contribution tax rates or depreciation and amortization.

Reconciliation of Operating Cash Flow to EBITDA

	Year ended December 31,				Nine months ended September 30,		
	2017	**2018**	**2019**	**2019[1]**	**2019**	**2020**	**2020[1]**
	(in thousands of R$)			*(in thousands of US$)*	*(in thousands of R$)*		*(in thousands of US$)*
Net cash provided by operating activities	**672,753**	**2,081,869**	**2,461,076**	436,306.8	**1,738,767**	**500,793**	88,782
Income taxes - current	239,846	52,139	178,621	31,666.5	176,290	51,060	9,052
Trade receivables	198,370	(95,844)	384,147	68,102.7	325,005	451,337	80,014
Inventories	(1,038)	6,673	21,240	3,765.5	14,526	1,112	197
Suppliers	202,462	(16,382)	232,021	41,133.4	233,971	(336,321)	(59,624)
Suppliers - forfaiting	(76,157)	(267,502)	(188,771)	(33,465.9)	(193,807)	143,010	25,353
Deposits	(46,388)	402,495	399,345	70,797.1	158,851	30,995	5,495
Payments for lawsuits and aircraft return	270,970	236,882	317,591	56,303.5	208,902	198,914	35,264
Advances from customers	(4,895)	(148,249)	153,543	27,220.6	155,427	3,565	632
Derivatives liabilities	44,753	20,998	124,548	22,080.2	(25,855)	-	-
Others[2]	(5,888)	(204,601)	(222,640)	(39,470.3)	(84,577)	(207,301)	(36,751)
EBITDA	**1,494,788**	**2,068,478**	**3,860,721**	**684,440.1**	**2,707,500**	**837,164**	**148,415**

(1) Translated for convenience using the U.S. dollar selling rate as reported by the Central Bank of R$5.6407 to US$1.00 as of September 30, 2020.

(2) We calculate "Others" as the difference between the total cash flow amount and the cash flow amounts from items specifically described in the chart. It encompasses cash flows from various sectors of the company.

Calculation of Adjusted Net Indebtedness to EBITDA

	As of and for the year ended December 31,		As of and for the nine months ended September 30,	
	2019	**2019[(1)]**	**2020**	**2020[(1)]**
	(in thousands of R$)	*(in thousands of US$)*	*(in thousands of R$)*	*(in thousands of US$)*
Loans and financing current	(2,543,039)	(450,837)	(3,090,339)	(547,864)
Loans and financing non-current	(5,866,802)	(1,040,084)	(7,193,379	(1,275,264)
Lease liabilities current	(1,404,712)	(249,032)	(2,247,758)	(398,489)
Lease liabilities non-current	(4,648,068)	(824,023)	(5,735,626)	(1,016,829)
Total indebtedness	**(14,462,621)**	(2,563,976)	**(18,267,102)**	(3,238,446)
(-) Perpetual notes	546,750	96,929	765,140	135,646
(-) Exchangeable senior notes	1,782,969	316,090	1,905,169	337,754
Adjusted net indebtedness	**(12,132,902)**	(2,150,957)	**(15,596,793)**	(2,765,046)
Cash and equivalents	1,645,425	291,706	498,754	88,421
Short-term investments	953,762	169,086	399,624	70,847
Restricted cash current	304,920	54,057	372,668	66,068
Restricted cash non-current	139,386	24,711	180,388	31,980
Adjusted net indebtedness	**(9,089,409)**	(1,611,397)	**(14,145,359)**	(2,507,731)
Adjusted EBITDA LTM	3,860,721	684,440	3,507,919	621,894
Adjusted net indebtedness to EBITDA ratio	**2.4x**	**2.4x**	**4.0x**	**4.0x**

(1) Translated for convenience using the U.S. dollar selling rate as reported by the Central Bank of R$5.6407 to US$1.00 as of September 30, 2020.

(2) We calculate EBITDA LTM as profit (loss) for the period, *plus* finance income (costs), net, income tax and social contribution, and depreciation and amortization expenses for the last 12 months, *i.e.*, EBITDA for the nine months ended September 30, 2020 *plus* EBITDA for the year ended December 31, 2019 *less* EBITDA for the nine months ended September 30, 2019.

RISK FACTORS

Investment in our securities involves a high degree of risk. Prospective purchasers of our securities should carefully consider the risks described below, as well as the other information in this private placement memorandum, before making an investment decision. Our business, results of operations, financial condition or prospects could be adversely affected if any of these risks occurs and, as a result, the trading price of the securities could decline and you could lose all or part of your investment.

Risks Relating to Us and the Brazilian Airline Industry

The outbreak and spread of COVID-19 have materially and adversely affected, and may further materially and adversely affect, the airline industry and us.

In December 2019, cases of COVID-19 were first reported in Wuhan, China, and the virus has now spread globally. The World Health Organization declared COVID-19 a pandemic and, in March 2020, governments around the world, including those of the United States, Brazil and most Latin American countries, declared states of emergency and implemented measures to halt the spread of the virus, including enhanced screenings, quarantine requirements and severe travel restrictions.

We have, beginning in the second half of March 2020, been redesigning our flight network and reduced our total flight capacity by approximately 50-60% in the Brazilian domestic market and by 100% in international markets. We operated an average of 210 daily flights in the third quarter of 2020, with daily peaks of up to 360 flights. We operated no regular international flights between April and September 30, 2020. We continue to work with the Brazilian government to maintain minimum flight links for emergency reasons and to operate rescue and medical flights when requested to do so.

We have implemented a number of initiatives to reduce expenses and protect our liquidity, including deferral of non-essential capital expenditures and agreements with our employees. In addition, we are negotiating with lessors and creditors to adjust and defer certain of our payment obligations. We cannot assure you that travel restrictions or decreased demand for air travel will not persist or deteriorate for an extended period of time, in which case we may need to take additional measures to preserve our liquidity.

We may not be able to maintain adequate liquidity and our cash flows from operations and financings may not be sufficient to meet our current obligations.

Our liquidity, cash flows from operations and financings have been and may be adversely affected by exchange rates, fuel prices and the impact of adverse economic conditions in Brazil on the demand for air travel. As of September 30, 2020, our indebtedness was R$10,283.7 million, as compared to R$8,409.8 million as of December 31, 2019. Despite the reduced air passenger demand caused by the COVID-19 pandemic and government measures to address it, and despite our negative working capital as of September 30, 2020, we are currently operating at cash break-even, but we cannot assure you that this scenario will remain in case the economic downturn worsens or lasts longer than expected.

Certain of our indebtedness agreements contain covenants that require the maintenance of specified financial ratios. Our ability to meet these financial ratios and other restrictive covenants may be affected by events beyond our control and we cannot assure that we will meet those ratios. Failure to comply with any of these covenants or payment obligations under our finance and lease obligations could result in an event of default under these agreements and others, as a result of cross default provisions. If we were unable to comply with our indebtedness covenants, we need to seek waivers from our creditors. We have obtained all waivers required under our financing agreements until 2021, but we cannot guarantee that we will be successful in complying with our covenants or in obtaining or renewing any waivers.

We have concluded that as of September 30, 2020 there was substantial doubt about the Company's ability to continue as a going concern due to the significant drop in demand for air travel as a result of the effects of developments relating to the COVID-19 pandemic, and specifically the actions taken by the Brazilian government to address it, which are largely out of our control.

The consolidated financial statements filed with the SEC for the year of 2019 have been prepared on a going concern basis of accounting, which contemplates continuity of operations, realization of assets and satisfaction of liabilities and commitments in the normal course of business. However, because of the significant drop in worldwide demand for air travel caused by the COVID-19 pandemic that has affected the entire airline industry, and the significant travel restrictions that

have been placed by numerous countries, including Brazil, we concluded as of September 30, 2020, there was substantial doubt regarding our ability to continue as a going concern.

Although we have, in response to the significantly reduced demand for air travel caused by the COVID-19 pandemic, taken a number of measures to protect our liquidity and cash provision, including adjusting our flight network, rolling over and extending certain debt, deferring certain lease obligations and significantly reducing fixed and variable costs, we cannot guarantee that we will be successful in implementing these initiatives.

We rely on one manufacturer for our aircraft and engines and a new grounding of the Boeing 737 MAX aircraft would materially and adversely affect us.

One of the key elements of our business strategy and a key element of the low-cost carrier business model is to reduce costs by operating a standardized aircraft fleet. After extensive research and analysis, we chose the 737-700/800 Next Generation aircraft manufactured by The Boeing Company, or Boeing, and 56-7B engines manufactured by CFM International, or CFM. We expect to continue to rely on Boeing and CFM for the foreseeable future.

We derive benefits from a fleet comprised of a standardized type of aircraft while still having the flexibility to match the capacity and range of the aircraft to the demands of each route. If we had to lease or purchase aircraft of another manufacturer, we could lose these benefits. We cannot assure you that any such replacement aircraft would have the same operating advantages as the Boeing aircraft or that we could lease or purchase engines that would be as reliable and efficient as the CFM engines. Our operations could also be disrupted by the failure or inability of Boeing or CFM to provide sufficient parts or related support services on a timely basis.

In 2012, Boeing and CFM released new aircraft and engines, the Boeing 737-8 MAX and LEAP-1B, to replace the Boeing 737-700/800 Next Generation. Delivery and operation of the Boeing 737 MAX aircraft are crucial to our strategy and fleet modernization initiatives.

Following two accidents involving Boeing 737 MAX, regulators grounded the aircraft in March 2019. The FAA and the ANAC lifted the grounding and we reinitiated operations of the 737 MAX in November 2020. Further, Boeing has suspended MAX deliveries following the groundings and is not currently manufacturing new MAX aircraft. Because Boeing no longer manufactures versions of the 737 other than the 737 MAX family of aircraft and our operations have been designed around the single fleet model, if there is continued prolonged grounding of the MAX aircraft that we have already received and additional delays in delivery of our ordered aircraft, we may face increased maintenance costs on our aircraft, experience operational disruptions and decreases in customer ratings, be unable to realize our expected fuel cost efficiencies, incur increased aircraft lease costs and risk facing a shortage of available aircraft, which may limit our growth plans and the execution of our long-term strategy.

Any new grounding would generate adverse effects upon us, and we cannot assure you that we will receive adequate compensation from Boeing for the negative impacts we have suffered from the past grounding decision or may suffer any future grounding of the MAX. In addition, any accidents or incidents involving our or any other Boeing 737 Next Generation or Boeing 737-8 MAX aircraft or the aircraft of any major airline have and may again cause negative public perceptions about us, and, consequently, adversely affect us.

The airline industry is particularly sensitive to changes in macroeconomic conditions and adverse macroeconomic conditions would likely adversely affect us.

Our operations and the airline industry in general are particularly sensitive to changes in macroeconomic conditions. Unfavorable macroeconomic conditions in Brazil, a constrained credit market and increased business operating costs reduce spending on both leisure and business travel, as well as cargo transportation. Any slowdown in the Brazilian economy may adversely affect industries with significant spending in travel, including government, oil and gas, mining and construction, which would affect the quality of demand, reducing the number of higher yield tickets we can sell. Unfavorable macroeconomic conditions can also affect our ability to raise fares to counteract increased fuel, labor and other costs. Any of these factors may negatively affect us.

Unfavorable economic conditions, a significant decline in demand for air travel or continued instability of the credit and capital markets could also result in pressure on our indebtedness costs, operating results and financial condition and would affect our growth and investment plans. These factors could also negatively affect our ability to obtain financing on acceptable terms and liquidity generally.

Substantial fluctuations in fuel costs would harm us.

International and local fuel prices are subject to high volatility depending on multiple factors, including geopolitical issues and supply and demand. The price of West Texas Intermediate crude oil, a benchmark widely used for crude oil prices that is measured in barrels and quoted in U.S. dollars, affects our fuel costs and constitutes a significant portion of our total operating costs and expenses. The average price per barrel of West Texas Intermediate crude oil was US$50.88, US$64.94, US$57.10 and US$38.36 in 2017, 2018 and the nine months ended September 30, 2019 and 2020, respectively. Fuel costs represented 31%, 41%, 35% and 28% of our total operating costs and expenses in 2017, 2018, and the nine months ended September 30, 2019 and 2020, respectively.

Although we enter into hedging arrangements to reduce our exposure to fuel price fluctuations and have historically passed on the majority of fuel price increases by adjusting our fare structure, the price and availability of fuel cannot be predicted with any degree of certainty. As of September 30, 2020, we have approximately US$55 million invested in a portfolio of 17 million barrels of oil for the monthly periods through December 2022. This amount is based on our 2019 fuel costs of approximately R$4.0 billion, and recent historical fuel price volatility of around 15-20%. Approximately 65% of this portfolio is in out-of-the-money call options (US$55 average exercise price) with premiums paid for in prior periods. The remaining 35% of this portfolio is in zero cost collars with Brent puts that are immunized at US$20 and that are fully marked-to-market and fully invested in deposits with top-tier counterparties. We have a hedge ratio of 60% for 2020 consumption in the low $60 per barrel price range, and hedge ratios of 30% for 2021 and 2022 at oil prices in the mid-$40 range. Our hedging activities and fare adjustments may not be sufficient to protect us fully from fuel price increases.

Substantially all of our fuel is supplied by one source, Petrobras Distribuidora S.A., or Petrobras Distribuidora. If Petrobras Distribuidora is unable or unwilling to continue to supply fuel at the times and in the quantities that we require, we may not be able to find a suitable replacement or to purchase fuel at the same cost, which would likely adversely affect us. See "Item 4. Information on the Company—B. Business Overview—Airline Business—Fuel" of our 2019 Annual Report.

Changes to the Brazilian civil aviation regulatory framework, including rules regarding slot distribution, fare restrictions and fees associated with civil aviation, may adversely affect us.

Brazilian aviation authorities monitor and influence the developments in Brazil's airline market. For example, airport services are regulated by ANAC and, in many cases, still managed by the Brazilian Airport Infrastructure Company (*Empresa Brasileira de Infraestrutura Aeroportuária*), or INFRAERO, a government-owned corporation. ANAC addressed overcapacity in the system in 2014 by establishing strict criteria that must be met before new routes or additional flight frequencies are awarded. ANAC policies as well as those of other aviation supervisory authorities have and may again adversely affect us. In July 2014, ANAC published new rules governing the allocation of slots in coordinated/slotted airports, including Congonhas and Guarulhos, which are the two main airports for the city of São Paulo. In 2016, additional airports, but non-coordinated nowadays, became subject to these rules, such as Brasília (Distrito Federal), Galeão (Rio de Janeiro), Florianópolis (Santa Catarina) and others. ANAC considers operating history and efficiency (on-time performance and regularity) as the main criteria for the allocation of slots. Under these rules, on-time performance and regularity are assessed twice per year, following the International Air Transport Association, or IATA, summer and winter calendars, between April and September and between October and March. The minimum regularity performance target for each series of slots in a season is 90% at Congonhas airport (São Paulo) and 80% for Guarulhos (São Paulo), Santos Dumont (Rio de Janeiro) and Recife. The on-time performance, since 2018, is measured through the method of statistical tendency that compares the performance of all airlines for each airport. Airlines forfeit slots used below the minimum criteria in a season. Forfeited slots are redistributed first to new entrants, which includes airlines that operate fewer than five slots in the affected airport in the given weekday, and are subsequently returned to the slots database and redistributed according to regulations. We cannot foresee these and other changes to the Brazilian civil aviation regulatory framework, which could increase our costs, change the competitive dynamics of our industry and adversely affect us including as discussed in "—We operate in a highly competitive industry."

Technical and operational problems in the Brazilian civil aviation infrastructure, including air traffic control systems, airspace and airport infrastructure, may adversely affect us.

We depend on improvements in the coordination and development of Brazilian airspace control and airport infrastructure, which continue to require substantial improvements and government investments.

If the measures taken and investments made by the Brazilian government and regulatory authorities do not prove sufficient or effective, air traffic control, airspace management and sector coordination difficulties might reoccur or worsen, which may adversely affect us.

Slots at Congonhas airport in São Paulo, the most important airport for our operations and the busiest one in Brazil, are fully utilized on weekdays. The Santos Dumont airport in Rio de Janeiro, a highly utilized airport with half-hourly shuttle flights between São Paulo and Rio de Janeiro, also has certain slot restrictions. Several other Brazilian airports, including the Brasília, Campinas, Salvador, Confins and São Paulo (Guarulhos) international airports, have limited the number of slots per day due to infrastructural limitations at these airports. Any condition that would prevent or delay our access to airports or routes that are vital to our strategy or our inability to maintain our existing slots, and obtain additional slots, may adversely affect us. In addition, we cannot assure that any investments will be made by the Brazilian government in the Brazilian aviation infrastructure (by expanding additional or developing new airports) to permit our growth.

We have significant recurring aircraft expenses, and we will incur significantly more fixed costs that could hinder our ability to meet our strategic goals.

We have significant costs, relating primarily to leases for our aircraft and engines. Following negotiations with Boeing in March 2020, as of September 30, 2020, we have commitments of R$25,091.1 million (US$4,448.2 million) for deliveries through 2028. We expect that we will incur additional fixed obligations and indebtedness as we take delivery of the new aircraft and other equipment to implement our strategy.

These significant fixed payment obligations:

- could limit our ability to obtain additional financing to support expansion plans and for working capital and other purposes;
- divert substantial cash flows from our operations to service our fixed obligations under aircraft operating leases and aircraft purchase commitments;
- if interest rates increase, require us to incur significantly more lease or interest expense than we currently do; and
- could limit our ability to react to changes in our business, the airline industry and general economic conditions.

Our ability to make scheduled payments on our fixed obligations will depend on our operating performance and cash flow, which will in turn depend on prevailing macroeconomic and political conditions and financial, competitive, regulatory, business and other factors, many of which are beyond our control. In addition, our ability to raise our fares to compensate for an increase in our fixed costs may be limited by competition and regulatory factors.

We operate in a highly competitive industry.

We face intense competition on all routes we operate from existing scheduled airlines, charter airlines and potential new entrants in our market. Competition from other airlines has a relatively greater impact on us when compared to our competitors because we have a greater proportion of flights connecting Brazil's busiest airports, where competition is more intense. In contrast, some of our competitors have a greater proportion of flights connecting less busy airports, where there is little or no competition. In addition, we cannot foresee how the recent financial distress of our main competitors will affect the competitive landscape.

The Brazilian airline industry also faces competition from ground transportation alternatives, such as interstate buses. In addition, the Brazilian government and regulators could give preference to new entrants and existing competitors when granting new and current slots in Brazilian airports in order to promote competition.

Existing and potential competitors have in the past and may again undercut our fares or increase capacity on their routes in an effort to increase their market share of business traffic (high value-added customers). In any such event, we cannot assure you that our level of fares or passenger traffic would not be adversely affected.

Changes in the Brazilian and global airline industry framework may adversely affect us.

As a result of the competitive environment, there may be further changes in the Brazilian and global airline industry, whether by means of acquisitions, joint ventures, partnerships or strategic alliances. We cannot predict the effects of further consolidation on the industry. For example, most recently, Oceanair Linhas Aéreas S.A., which operated under the name Avianca Brasil, filed for judicial restructuring in December 2018 and terminated operations in 2019, which resulted in further industry consolidation. Consolidation in the airline industry and changes in international alliances will continue to affect the competitive landscape in the industry and may result in the formation of airlines and alliances with greater financial resources, more extensive global networks and lower cost structures than we can obtain.

In December 2018, the former Brazilian president approved Provisional Measure No. 863 (*Medida Provisória No. 863*), which revoked restrictions on foreign ownership of Brazilian airlines' voting stock. The measure was endorsed by the Brazilian government that took office in January 2019 and, in June 2019, was partially converted into Law No. 13,842, which allows companies with 100% foreign capital to invest in airlines operating in Brazil, revoking the prior limitation of 20% of foreign capital, provided that foreign companies are constituted in accordance with Brazilian law and provided that they have their headquarters and management in Brazil. We cannot foresee how this law will affect us and the competitive environment in Brazil.

We rely on complex systems and technology and any operational or security inadequacy or interruption could materially and adversely affect us.

In the ordinary course of our business, our systems and technology require ongoing modification and refinements, which can to be expensive to implement and may divert management's attention from other matters. In addition, our operations could be adversely affected, or we could face regulatory penalties, if we were unable to timely or effectively modify our systems as necessary.

We have occasionally experienced system interruptions and delays that make our websites and services unavailable or slow to respond, which could prevent us from efficiently processing customer transactions or providing services. This could reduce our net revenue and the attractiveness of our services. Our computer and communications systems and operations could be damaged or interrupted by catastrophic events such as fires, floods, earthquakes, power loss, computer and telecommunications failures, acts of war or terrorism, computer viruses, cybersecurity breaches and similar events or disruptions. Any of these events could cause system interruptions, delays and loss of critical data, and could prevent us from processing customer transactions or providing services, which could make our business and services less attractive and subject us to liability. Any of these events could damage our reputation and be expensive to remedy.

We rely on maintaining a high daily aircraft utilization rate to increase our revenues and reduce our costs.

One of the key elements of our business strategy and an important element of the low-cost carrier business model is to maintain a high daily aircraft utilization rate, which we measured as 9.8 block hours per day as of September 30, 2020, compared to 12.4 block hours per day in the same period of 2019. High daily aircraft utilization allows us to generate more revenue from our aircraft and dilute our fixed costs, and is achieved in part by operating with quick turnaround times at airports so we can fly more hours on average in a day. Our rate of aircraft utilization could be adversely affected by a number of different factors that are beyond our control, including, among others, air traffic and airport congestion, adverse weather conditions and delays by third-party service providers relating to matters such as fueling and ground handling.

We may be adversely affected by events out of our control, including accidents and pandemics.

Accidents or incidents involving our aircraft could result in significant claims by injured passengers and others, as well as significant costs related to the repair or replacement of damaged aircraft and temporary or permanent loss from service. We are required by ANAC and lessors of our aircraft under our operating lease agreements to carry liability insurance. Although we believe we maintain liability insurance in amounts and of the type generally consistent with industry practice, the amount of such coverage may not be adequate and we may be forced to bear substantial losses in the event of an accident. Substantial claims resulting from an accident in excess of our related insurance coverage would harm us. Accidents or incidents involving our or any other Boeing 737 Next Generation or Boeing 737-8 MAX aircraft or the aircraft of any major airline have and may again cause negative public perceptions about us, and, consequently, adversely affect us.

In 2020, the outbreak of the COVID-19 pandemic, combined with government measures to address it and related media responses, has led to severe travel restrictions and significantly reduced demand for air travel around the world, significantly reducing our revenue in the period since April 2020. We cannot predict how this global pandemic will evolve and further affect us, but we expect demand at significantly reduced levels at least through year-end 2020 and early 2021, which will adversely affect our results of operations and financial position.

Our controlling shareholders have the ability to direct our business and affairs and their interests could conflict with yours.

Our controlling shareholders have the power to, among other things, elect a majority of our directors and determine the outcome of any action requiring shareholder approval, including transactions with related parties, corporate reorganizations and dispositions and the timing and payment of any dividends. The chairman of our board of directors, Constantino de Oliveira Junior, has since our inception been the fundamental figure of our company, and has directed our company initially

as its chief executive officer, and, since 2012, as the chairman of our board of directors. As of September 30, 2020, the Constantino family, which indirectly controls us, had 51.9% of the economic interests in us. A difference in economic exposure may intensify conflicts of interests between our controlling shareholders and you.

The effect of any discontinuation or replacement of the LIBOR may adversely affect us.

The U.K. Financial Conduct Authority announced in July 2017 that it intends to no longer compel banks to submit rates for the calculation of the London interbank offered rate, or LIBOR, after 2021. To mitigate any possible impact, various regulators have proposed alternative reference rates. As of September 30, 2020, we had R$6,357.1 million of leases terminating after 2021. We cannot predict the effect of any discontinuation or replacement of the LIBOR at this time and, consequently, we cannot assure you that these changes will not have an adverse effect on us.

Risks Relating to Brazil

The Brazilian government has exercised, and continues to exercise, significant influence over the Brazilian economy, and such involvement, along with general political and economic conditions, could adversely affect us.

The Brazilian government has frequently intervened in the Brazilian economy and has occasionally made drastic changes in policy and regulations. The Brazilian government's actions to control inflation and in respect of other policies and regulations have involved, among other measures, increases in interest rates, changes in tax and social security policies, price controls, currency exchange and remittance controls, devaluations, capital controls and limits on imports. We may be adversely affected by changes in policy or regulations at the federal, state or municipal level involving factors such as:

- interest rates;
- currency fluctuations;
- monetary policies;
- inflation;
- liquidity of capital and lending markets;
- tax and social security policies;
- labor regulations;
- energy and water shortages and rationing; and
- other political, social and economic developments in or affecting Brazil.

Uncertainty over whether the Brazilian government will implement changes in policy or regulation affecting these or other factors may contribute to economic uncertainty in Brazil and to heightened volatility in the Brazilian securities markets and securities issued abroad by Brazilian companies.

According to the Brazilian Institute of Geography and Statistics (*Instituto Brasileiro de Geografia e Estatística*), or the IBGE, Brazil's gross domestic product, or GDP, grew by 1.0% in 2017, 1.1% in 2018, 1.1% in 2019 and decreased by 5.3% in the nine months ended September 30, 2020, following an economic recession in 2015 and 2016.

Developments in the Brazilian economy may affect Brazil's growth rates and, consequently, the use of our products and services and we have been, and will continue to be, affected by changes in the Brazilian GDP.

Political instability may adversely affect us.

Brazilian markets experienced heightened volatility in the last half decade due to uncertainties deriving from the ongoing *Lava Jato* investigation, which is being conducted by the Federal Prosecutor's Office, and its impact on the Brazilian economy and political environment. Numerous members of the Brazilian government and of the legislative branch, as well as senior officers of large state-owned and private companies have been convicted of political corruption of officials accepting bribes by means of kickbacks on contracts granted by the government to several infrastructure, oil and gas and construction companies.

The ultimate outcome of these investigations is uncertain, but they had an adverse impact on the image and reputation of the implicated companies, and on the general market perception of the Brazilian economy. The development of those unethical conduct cases has and may continue to adversely affect us.

In addition, the Brazilian economy is subject to the effects of uncertainty over the performance of the Brazilian federal government under President Jair Bolsonaro, who was sworn-in in January 2019. We cannot predict the effects of further political developments on the Brazilian economy, including the policies that the President may adopt or alter during his mandate or the effect that any such policies might have on our business and on the Brazilian economy.

Risks relating to the global economy may affect the perception of risk in emerging markets, which may adversely affect the Brazilian economy, including by means of oscillations in the capital markets and, consequently, us.

The market value of securities issued by Brazilian companies is influenced, to varying degrees, by the economic and market conditions of other countries, including the United States, European Union member countries and emerging economies. The reaction of investors to events in these countries may adversely affect the market value of the securities of Brazilian companies. Crises in the United States, the European Union or emerging markets may reduce investor interest in the securities of Brazilian companies, including securities issued by us.

In addition, the Brazilian economy is affected by international economic and market conditions, especially in the United States. Stock prices on the B3 S.A. – *Brasil, Bolsa, Balcão*, or the B3, for example, are highly affected by fluctuations in U.S. interest rates and by the behavior of the major U.S. stock exchanges. Any increase in interest rates in other countries, especially the United States, could reduce overall liquidity and investor interest in Brazilian capital markets.

We cannot assure that Brazilian capital markets will be open to Brazilian companies and that financing costs will be favorable to Brazilian companies. Economic crises in Brazil or other emerging markets may reduce investor interest in securities of Brazilian companies, including securities issued by us.

Government efforts to combat inflation may hinder the growth of the Brazilian economy and materially and adversely affect us.

Historically, Brazil has experienced high inflation rates, which, together with actions taken by the Central Bank to curb inflation, have had significant adverse effects on the Brazilian economy. After the implementation of the *Plano Real* in 1994, the annual rate of inflation in Brazil decreased significantly, as measured by the National Broad Consumer Price Index (*Índice Nacional de Preços ao Consumidor Amplo*), or IPCA. According to the IBGE, inflation measured by the IPCA was 3.0%, 3.8% and 4.3% in 2017, 2018 and 2019, respectively.

The base interest rate for the Brazilian banking system is the Central Bank's Special System for Settlement and Custody (*Sistema Especial de Liquidação e Custódia*) rate, or SELIC rate. The SELIC rate has been repeatedly lowered from the October 2016 rate of 14.25%. As of December 31, 2017, 2018 and 2019, the SELIC rate was 7.00%, 6.50% and 4.40%, respectively. As of September 30, 2020, the SELIC rate was 2.0%.

Inflation and the Brazilian government's measures to curb it, principally the Central Bank's monetary policy, have had and may again have significant effects on the Brazilian economy and us, while tight monetary policies with high interest rates may restrict Brazil's growth and the availability of credit, more lenient government and Central Bank policies and interest rate decreases may trigger increases in inflation, and, consequently, growth volatility and the need for sudden and significant interest rate increases, which could adversely affect us. In addition, we may not be able to adjust the fares we charge our customers to offset the effects of inflation on our cost structure.

Downgrades in Brazil's credit rating could adversely affect our credit rating, the cost of our indebtedness and the trading price of securities issued by us.

Credit ratings affect investors' perceptions of risk and, as a result, the yields required on indebtedness issuances in the financial markets. Rating agencies regularly evaluate Brazil and its sovereign ratings, taking into account a number of factors, including macroeconomic trends, fiscal and budgetary conditions, indebtedness and the prospect of change in these factors. Downgrades in Brazil's credit rating can lead to downgrades in our credit rating and increase the cost of our indebtedness as investors may require a higher rate of return to compensate a perception of increased risk. In January 2018, Standard & Poor's lowered Brazil's credit rating to BB- with a stable outlook, which it changed to positive in December 2019 and back to stable in April 2020. In February 2018, Fitch downgraded Brazil's credit rating to BB-, which it affirmed in May 2019 with a stable outlook and in May 2020 with a negative outlook. Moody's rating is Ba2 with a stable outlook. Each of Standard & Poor's, Fitch and Moody's upgraded our credit rating in 2019.

Exchange rate instability may materially and adversely affect us.

The Brazilian currency has, during the last decades, experienced frequent and substantial variations in relation to the U.S. dollar and other foreign currencies. As of December 31, 2017, the U.S. dollar selling rate was R$3.308 per US$1.00. In 2018, the *real* depreciated against the U.S. dollar and, as of December 31, 2018, the U.S. dollar selling rate was R$3.875 per US$1.00. In 2019, the *real* depreciated further against the U.S. dollar and the U.S. dollar selling rate was R$4.031 per US$1.00 as of December 31, 2019. As of September 30, 2020, the U.S dollar selling rate was R$5.610 to US$1.00, as reported by the Central Bank, representing a 39.2% depreciation of the *real* from December 31, 2019 through September 30, 2020. There can be no assurance that the *real* will not depreciate further against the U.S. dollar.

In the nine months ended September 30, 2020, 86.0% of our passenger revenue and other revenue were denominated in *reais* and a significant part of our operating costs and expenses, such as fuel, aircraft and engine maintenance services and aircraft insurance, are denominated in, or linked to, U.S. dollars. In the nine months ended September 30, 2020, 39.0% of our total operating costs and expenses were either denominated in or linked to U.S. dollars. The market and resale value of the majority of our operating assets, our aircraft, is denominated in U.S. dollars. As of September 30, 2020, R$9,388.0 million, or 91.3%, of our indebtedness was denominated in U.S. dollars and we had a total of R$7,983.4 million in non-cancelable U.S. dollar denominated future lease payments.

We are also required to maintain U.S. dollar denominated deposits and maintenance reserve deposits under the terms of some of our aircraft operating leases. We may incur substantial additional amounts of U.S. dollar-denominated leases or financial obligations and U.S. dollar denominated indebtedness and be subject to fuel cost increases linked to the U.S. dollar. While in the past we have generally adjusted our fares in response to, and to alleviate the effect of, depreciation of the *real* against the U.S. dollar and increases in the price of jet fuel (which is priced in U.S. dollars) and have entered into hedging arrangements to protect us against the short-term effects of such developments, there can be no assurance that we will be able to continue to do so.

Depreciation of the *real* against the U.S. dollar creates inflationary pressures in Brazil and causes increases in interest rates, which adversely affects the growth of the Brazilian economy as a whole, curtails access to foreign financial markets and may prompt government intervention, including recessionary governmental policies. Depreciation of the *real* against the U.S. dollar has also, as in the context of an economic slowdown, led to decreased consumer spending, deflationary pressures and reduced growth of the economy as a whole. Depreciation of the *real* also reduces the U.S. dollar value of distributions and dividends on the ADSs and the U.S. dollar equivalent of the market price of our preferred shares and, as a result, the ADSs. On the other hand, appreciation of the *real* against the U.S. dollar and other foreign currencies could lead to a deterioration of the Brazilian foreign exchange current accounts, as well as dampen export-driven growth. Depending on the circumstances, either depreciation or appreciation of the *real* could materially and adversely affect us.

Risks Relating to the Notes and the Guarantees

The Issuer's ability to make payments on the notes depends on its receipt of payments from the Guarantors.

The Issuer is a wholly-owned subsidiary of GLAI and is organized under the laws of Luxembourg. As a special purpose vehicle with no material assets or business operations, holders of the notes must rely solely on the cash flow from operations of the Guarantors to pay amounts due in connection with the notes. The ability of the Issuer to make payments of principal, interest and any other amounts due on the notes is contingent on its receipt from the Guarantors of amounts sufficient to make these payments and, in turn, on the Guarantors' ability to make these payments. In the event that the Guarantors are unable to make the payments for any reason, the Issuer will not have sufficient resources to satisfy its obligations under the indentures for the notes. For instance, see "—Changes in foreign exchange policies and regulations of Brazil may affect the Guarantors' ability to make payments outside Brazil in respect of the guarantees."

There are no financial covenants in the notes or the guarantees.

The Issuer, the Guarantors and their subsidiaries are not restricted from incurring additional debt or liabilities, including additional senior debt, under the notes, the guarantees or the indenture. If the Issuer or the Guarantors incur additional debt or liabilities, their ability to pay their obligations on the notes or the guarantees, as the case may be, could be adversely affected. The Issuer and the Guarantors expect from time to time to incur additional debt and other liabilities. In addition, the Issuer, the Guarantors and their subsidiaries are not restricted from creating liens on their assets, and the Guarantors are not restricted under the guarantees or the indenture from paying dividends or issuing or repurchasing securities.

Payments on the notes and the guarantees will be structurally subordinated to liabilities of our non-guarantor

subsidiaries.

The notes and the guarantees will be structurally subordinated to the indebtedness and other liabilities of the Guarantors' non-guarantor subsidiaries, including Smiles, for which the portion of dividends, if any, allocated to the non-controlling investors will not be available for distribution to the Guarantors. In addition, under Brazilian law, the obligations of the Issuer and the Guarantors under the notes and the guarantees are subordinated to certain statutory preferences, including claims for salaries, wages, secured obligations, social security, taxes, court fees, expenses and costs, as well as to other statutory claims specific to the aircraft industry. These statutory preferences will have priority in a liquidation over any other claims, including claims by any holder of the notes.

***Judgments of Brazilian courts enforcing the Issuer's and the Guarantors' obligations under the notes would be payable only in* reais.**

If proceedings were brought in the courts of Brazil seeking to enforce obligations of the Issuer and Guarantors under the notes or the guarantees, the Issuer and Guarantors would not be required to discharge such obligations in a currency other than *reais*. Any judgment obtained against the Issuer and the Guarantors in Brazilian courts in respect of any payment obligations under the notes or the guarantees will be expressed in *reais* equivalent to the U.S. dollar amount of such sum at the exchange rate in effect (i) on the date of actual payment; (ii) on the date on which such judgment is rendered; or (iii) on the date on which collection or enforcement proceedings are started against us. We cannot assure you that this exchange rate will afford you full compensation of the amount sought in any such litigation.

Changes in foreign exchange policies and regulations of Brazil may affect the Guarantors' ability to make payments outside Brazil in respect of the guarantees.

Under existing regulations, Brazilian companies are not required to obtain authorization from the Central Bank in order to make payments in U.S. dollars outside Brazil, such as to the holders of the notes. We cannot assure you that these regulations will continue to be in force at the time the Guarantors may be required to perform their payment obligations under the guarantees. If these regulations or their interpretation were to be amended and an authorization from the Central Bank were to become required, the Guarantors would be obligated to seek an authorization from the Central Bank to transfer the amounts under the guarantees out of Brazil or, alternatively, make such payments with funds held by them outside Brazil. We cannot assure you that such authorization, if required, will be obtained or that such funds will be available. If the Guarantors are unable to obtain the required approvals, if needed, for the payment of amounts they owe you through remittances from Brazil, we may have to seek other lawful mechanisms to effect payment of amounts due under the guarantees. However, we cannot assure you that other remittance mechanisms will be available in the future, and even if they are available in the future, we cannot assure you that payment on the notes would be possible through such mechanism.

The guarantees may not be enforceable if deemed fraudulent and declared void.

The guarantees may not be enforceable under Brazilian law. While Brazilian law does not prohibit the granting of guarantees, in the event that any of the Guarantors become subject to a reorganization or bankruptcy proceeding, all acts performed free of charge during the two years preceding the declaration of bankruptcy are ineffective with regard to the bankruptcy estate, whether or not the contracting party was aware of the debtor's economic and financial distress and whether or not the debtor intended to defraud creditors. Therefore, if the guarantees were granted up to two years before the declaration of bankruptcy, the guarantees may be deemed to have been fraudulent and declared void, based upon the Guarantors being deemed not to have received fair consideration in exchange for the guarantees.

Brazilian bankruptcy laws may be less favorable to investors than bankruptcy and insolvency laws in other jurisdictions.

If we are unable to pay our indebtedness, including our obligations under the notes, we may become subject to a bankruptcy proceeding in Brazil. Brazilian bankruptcy laws currently in effect are significantly different from other jurisdictions and may be less favorable to creditors.

Any judgment against us in Brazilian courts due to any payment obligations under the guarantee, normally would be expressed in the *real* equivalent of the U.S. dollar amount of such sum at the exchange rate in effect (i) on the date of the payment; (ii) on the date on which such judgment is rendered; or (iii) on the date on which collection or enforcement proceedings are started against us. Consequently, in the event of our declaration of bankruptcy, all of our debt obligations, including the guarantee of the notes, which are denominated in foreign currency, will be exchanged into *reais* at the prevailing exchange rate on the date of declaration of our bankruptcy by the court. We cannot assure investors that such rate of exchange will afford full compensation of the amount invested in the notes plus accrued interest.

In addition, creditors of the Issuer and/or of the Guarantor may hold negotiable instruments or other instruments governed by local law that grant rights to attach the assets of the Issuer and/or of the Guarantor at the inception of judicial proceedings in the relevant jurisdiction, which attachment is likely to result in priorities benefitting those creditors when compared to the rights of holders of the notes.

We cannot assure investors that a judgment of a court for liabilities under the securities laws of a jurisdiction outside Brazil or Luxembourg would be enforceable in Brazil, or that an original action can be brought in Luxembourg against the Issuer or in Brazil against the Guarantors, in each case, for liabilities under applicable securities laws.

The Issuer is organized under the laws of Luxembourg, and each of the Guarantors is incorporated under the laws of Brazil. Substantially all of the Guarantors' assets are located in Brazil. The Issuer's directors reside in Luxembourg and all of the Guarantors' executive officers and certain advisors named herein reside in Brazil. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or the Guarantors, or its or their respective directors, executive officers and advisors, or to enforce against the Issuer or the Guarantors, or its or their respective directors, executive officers and advisors, in U.S., Brazilian or Luxembourg courts any judgments predicated upon the civil liability provisions of applicable securities laws. In addition, it may not be possible to bring an original action in Brazil against the Guarantors for liabilities under applicable securities laws. See "Enforcement of Civil Liabilities."

We may be unable to purchase the notes upon a change of control.

Upon the occurrence of a change of control, you may require us to purchase all or a portion of your notes at 101% of their principal amount, plus accrued and unpaid interest and any additional amounts. If such a change of control were to occur, we may not have enough funds at the time to pay the purchase price for all tendered notes. Our future indebtedness may provide that a change of control constitutes an event of default which could result in the acceleration of maturity of such indebtedness and may prohibit the purchase of the notes upon a change of control. If a change of control occurs at a time when we are prohibited from purchasing the notes, we could seek the consent of our lenders to purchase the notes or could attempt to refinance this debt. If we do not obtain a consent, we could not purchase the notes. Our failure to purchase any tendered notes would constitute an event of default under the applicable agreement. Our obligation to offer to purchase the notes upon a change of control would not necessarily afford you protection in the event of a highly leveraged transaction, reorganization, merger or similar transaction involving us. The term "change of control" is defined in the "Description of the Notes—Certain Definitions" section.

Risks Relating to the Collateral

The security interest in any given spare part may be released under certain circumstances, and periodic amendments will be required to maintain a perfected security interest in the spare parts collateral.

The notes and guarantees will be secured, as of the issue date, by a first priority security interest granted by the Fiduciary Sale Agreement in certain collateral, which includes certain spare parts. The security interest in the spare parts will not apply to spare parts that are not specifically identified in the Spare Parts Fiduciary Sale Agreement or to spare parts that are released according to the terms thereof.

GLA will have the right to utilize the spare parts in its ordinary course of business, including, but not limited to, incorporating in, installing on, attaching to or using on an aircraft, engine or spare part leased to or owned by GLA. GLA may also dismantle any Spare Part or Spare Engine that it deems worn out or obsolete, beyond economic repair or unfit or no longer suitable for use and may sell or dispose of any such Spare Part or Spare Engine or any salvage resulting from such dismantling, free from the security interest of the Collateral Documents.

In addition, to subject additional spare parts to the security interest granted by the Spare Parts Fiduciary Sale Agreement, GLA will enter into an amendment to the Spare Parts Fiduciary Sale Agreement on a monthly basis for rotable spare parts and on a semi-annual basis for non-rotable spare parts. The amendment must be registered with the registry of deeds and documents in the jurisdiction of incorporation of each of GLA and the collateral agent to perfect the security interest granted by the Spare Parts Fiduciary Sale Agreement in the collateral. There may be delays or errors in entering into the amendment to the Spare Parts Fiduciary Sale Agreement, identifying the spare parts that should be covered by the amendment or registering the amendment with the registry of deeds and documents, which may cause the spare parts not to become part of the collateral on a timely basis, or at all. For a spare part that ceased to be part of the collateral to become part of the collateral again, the spare part must again become subject to the security interest granted by the Spare Parts Fiduciary Sale Agreement. In addition, newly-acquired spare parts need to be made subject to the

security interest granted by the Spare Parts Fiduciary Sale Agreement to become part of the collateral. The collateral agent will not have the obligation or the ability to confirm the existence of spare parts, their type or market value.

The security interest granted under the Spare Parts Fiduciary Sale Agreement in the non-rotable spare parts may not be valid under Brazilian law.

Under Brazilian law, the fiduciary sale is a collateralized transaction pursuant to which a security interest is granted in non-fungible assets. Fungible assets, such as the non-rotable spare parts, may be converted into non-fungible assets under Brazilian law by different means. Brazilian law does not specify the minimum requirements to be met for this conversion to be considered valid. GLA has created a pool of non-rotable spare parts to convert them into non-fungible assets and thereby subject them to the security interest granted under the Spare Parts Fiduciary Sale Agreement. If the means used by GLA to create, maintain and monitor the pool of non-rotable spare parts and convert them into non-fungible assets is challenged and considered to be insufficient under Brazilian law, the security interest granted under the Spare Parts Fiduciary Sale Agreement for non-rotable spare parts may be considered invalid.

The value of the spare parts collateral is subject to various factors, including the impacts of the COVID-19 pandemic, and may be materially affected upon the occurrence of events that result in the partial or total loss thereof.

We are required under the notes to maintain the value of the spare parts collateral at a minimum level by reference to the outstanding amount of the notes in accordance with certain collateral coverage ratios - see "Description of Notes – Collateral". The value of the spare parts collateral is directly related to its fair market value, which is subject to various factors, including market and economic conditions, the supply of similar parts, the availability of buyers, the frequency and quality of the repair and refurbishment of the spare parts and the actual number and condition of spare parts. The significantly reduced demand for air travel caused by the COVID-19 pandemic has resulted in several air carriers seeking to reorganize under applicable bankruptcy laws and has required airlines to take actions to reduce operating costs, including the removal of aircraft from the operating fleet. In addition, because of a reduction in demand for air travel, airlines have been able to delay the requirement to undertake major overhauls and heavy maintenance of their aircraft and engines. These factors may result in an excess of spare parts in the market and consequently adversely affect the value of the spare parts collateral.

Accordingly, we cannot assure you that the proceeds realized on any exercise of remedies will equal the appraised value of the collateral or be sufficient to satisfy in full payments due on the notes or the guarantees.

We are required under the Fiduciary Sale Agreement to maintain insurance in a manner prudent and customary for our business. There are, however, certain losses that may be not be covered by insurance. Also, insurance proceeds may not compensate us fully for our losses. If there is a complete or partial loss of any of the collateral, the insurance proceeds may not be sufficient to satisfy all of the secured obligations, including the notes and the guarantees.

The occurrence of disasters, accidents or other events in connection with the collateral that are not covered by insurance may result in partial or total loss of its value and consequently the value of the collateral may not be sufficient to fully repay the obligations under the notes and the guarantees. It is not possible to predict whether the events will be covered by insurance or, if so, if the insured amounts will be sufficient to satisfy in full all the obligations under the notes and the guarantees.

The guarantees and rights in the collateral may not be enforceable if granted close in time to a liquidation proceeding.

If we are subject to a liquidation proceeding within two years of the issuance of the guarantees, the guarantees may be declared void under Brazilian law. In addition, rights in the collateral may also be deemed void if perfected within 90 days from the date the liquidation has been requested or from the date the first demand (*protesto*) for payment has been made against the guarantors. Given that GLA will periodically subject additional spare parts to the security interest granted by the Spare Parts Fiduciary Sale Agreement by means of an amendment, a liquidation proceeding involving us within 90 days from the date of the amendment to the Spare Parts Fiduciary Sale Agreement may cause the security interest in the additional spare parts granted by the amendment to be declared void.

Enforcement of rights in certain of the collateral is subject to several difficulties, which may hinder holders of the notes from exercising their rights under the Fiduciary Sale Agreement.

To avoid seizure and sale of certain of the collateral either in a legal proceeding predicated on a default under the

notes or guarantees or during a judicial reorganization proceeding before or after the expiration of the stay period, GLA may raise the defense that the spare parts, spare engines, aircraft and/or flight simulators are essential to its operations and business activities and should be retained at least for a period to approve and implement a reorganization plan or maintaining its activities. A legal dispute of this nature may last for several months or even years.

If the court accepts GLA's defense in a legal proceeding, outside of the context of a judicial reorganization, GLA will have to satisfy the obligation under the relevant fiduciary sale agreements by, for example, offering other assets or by any other means. GLA may not have other assets in sufficient value to offer in lieu of the collateral.

In a judicial reorganization of GLA, while payment obligations under the notes and the guarantees secured by the collateral would not be included in the restructuring plan, holders of the notes would not be able to enforce their rights in the collateral subject to the fiduciary sale agreements during the stay period. According to Brazilian bankruptcy law, the stay period is 180 days from the first decision authorizing the proceeding, but Brazilian courts have extended it to additional 180-day periods and, in some cases, the stay period has lasted for years. Moreover, after the expiration of the stay period, if the court finds that the spare parts, spare engines, aircraft and/or flight simulators are essential to preserve GLA's operations and business activities, holders of the notes may not be permitted during the pendency of the judicial reorganization to seize and sell such collateral pursuant to the terms of the fiduciary sale agreements.

In addition, Brazilian bankruptcy law is significantly different from, and may be less favorable to creditors than, the bankruptcy laws of certain other jurisdictions. Holders of the notes may be excluded on voting rights at creditors' meetings in the context of a court reorganization proceeding due to the fiduciary transfer of assets (at least up to the amount of the value of the assets under fiduciary transfer). Also, holders of the notes may be involved in extensive and time consuming proceedings and challenges from third parties in excluding the collateral subject to the fiduciary sale agreements from the assets affected by liquidation proceedings.

The Spare Engines Fiduciary Sale Agreement and Aircraft Fiduciary Sale Agreement will be subject to the Cape Town Convention and Aircraft Protocol and enforcement of the provisions of the treaty may face challenges in Brazilian courts. Notwithstanding that Brazil, in the adoption of the Cape Town Convention, elected a "waiting period" of 30 days, GLA may present defenses under Brazilian Bankruptcy Law in order to extend or otherwise avoid such "waiting period" and it may raise a dispute to consolidate the enforcement rights after this period.

It may be difficult and expensive to exercise seizure rights with respect to an Aircraft.

There will be no general geographic restrictions on the GLA's ability to operate the aircraft collateral. It may be difficult, time-consuming and expensive for the collateral agent to exercise seek and seizure and/or repossession rights enforce over all or any part of the aircraft collateral. Brazil does not recognize self-help remedies, and therefore seek and seizure and/or repossession of any aircraft collateral registered or located in Brazil will need to be sought through the courts of Brazil.

Upon seizure of any item of the collateral, it may need to be stored and insured. The costs of storage and insurance can be significant, and the incurrence of such costs could ultimately result in fewer proceeds to repay the holders of the notes.

While the Cape Town Convention will apply to Aircraft registered in Brazil, the Cape Town Convention has not yet been interpreted by Superior Courts in Brazil. A court might interpret the Cape Town Convention in a manner that does not maximize the benefits of the Cape Town Convention.

Under the laws of Brazil, in the event of a conflict between the provisions of the Cape Town Convention and Aircraft Protocol and applicable federal laws of Brazil, the Cape Town Convention should prevail. However, at the time of the adoption of the Cape Town Convention, Brazil did not make any declaration confirming that, in case of any such conflict, the Cape Town Convention and Aircraft Protocol would prevail.

The Cape Town Convention's provisions are applicable to "aircraft objects," which include aircraft and aircraft engines that fulfill certain minimum requirements. Aircraft equipment and parts that do not meet these requirements are not subject to the Cape Town Convention's rules, but instead are subject to the Geneva Convention and the laws of the country in which the assets are located.

In the event that GLA wishes to contest the collateral agent's right to seek and seize the spare engine collateral, GLA may challenge the application of the Cape Town Convention and the Aircraft Protocol to it by demonstrating that the such

collateral is essential for its business activities which may lead to significant delays in the ability of the Collateral Agent to enforce the spare engine collateral.

Under the terms of the Cape Town Convention, the Collateral Agent may also present a de-registration request to ANAC based on an IDERA (Irrevocable Deregistration and Export Request Authorisation) which shall be granted by GLA, as the operator of the aircraft. The IDERA should allow the deregistration and consequent grounding of the aircraft subject to the Collateral within no later than 5 business days from the request. Although all precedents indicate that ANAC will comply with a deregistration request and ground the aircraft, this matter has never been tested in Brazilian courts in case of a challenge by the obligor.

Enforcement of a foreign judgment in Brazil will likely be required for holders of the notes to enforce rights in the collateral under the fiduciary sale agreements.

If a default occurs under the notes or the guarantees, the collateral agent, on behalf of the holders of notes, if and as instructed by the trustee, subject to the terms of the Intercreditor Agreement, may initiate a legal proceeding in a Brazilian court against GLA authorizing the seizure of the collateral based on the fiduciary sale agreements. If there is a dispute as to whether a default has occurred according to the laws of the State of New York, it is likely that the Brazilian court will require a New York court opinion confirming that a default under the notes or the guarantees has occurred and given rise to the collateral agent's right to enforce the rights of holders of the notes in the collateral under the fiduciary sale agreements. The New York court opinion will need to be confirmed in Brazil. See "Enforcement of Civil Liabilities." We cannot assure that confirmation would be obtained, that the confirmation process would be conducted in a timely manner or that a Brazilian court would enforce the New York law judgment related to the default under the notes or the guarantees.

We are not perfecting the security interests in intellectual property in foreign jurisdictions, which may result in the noteholders not having a validly perfected lien.

We are not perfecting the security interests in intellectual property that is registered under the laws of any jurisdiction other than Brazil. As a consequence, the Trustee and the Collateral Agent will not have a validly perfected lien in such collateral under the laws of any such other jurisdiction. We will file the Fiduciary Transfer of Intellectual Property Agreement with the Brazilian Patent and Trademark Office (*INPI – Instituto Nacional da Propriedade Intelectual*) for registration purposes and with the relevant Titles and Deed Registry Offices, in order to perfect the collateral under Brazilian industrial property law (Law No. 9,279/96). However, we are not making a determination as to whether the laws of any such foreign jurisdiction recognize perfection under Brazilian law in respect of such collateral.

The realizable value of the collateral may differ significantly from any appraised value.

mba, an independent aviation appraisal and consulting firm, has prepared an appraisal of the intellectual property collateral and the spare parts collateral. The appraisal is subject to a number of assumptions and limitations and was prepared based on certain specified methodologies. In preparing its appraisal, mba conducted only a limited physical inspection, at certain locations, of a sample of spare parts.

We are required to provide to the trustee a semi-annual appraisal of the intellectual property, the spare parts collateral and, if applicable, the other eligible collateral. These appraisals may be provided by mba or any other person certified by ISTAT (or any successor organization thereto) selected by us and are provided to the trustee. The subsequent appraisals will be subject to a number of assumptions and limitations and will be prepared based on certain specified methodologies. The subsequent appraisals may be subject to different assumptions and limitations and may be based on other methodologies than the original appraisal conducted by mba. An appraisal that is subject to other assumptions and limitations and based on other methodologies may result in valuations that are materially different from those contained in mba's initial appraisal. In preparing such subsequent appraisals, there will also be only a limited physical inspection of a sample of spare parts at certain locations.

An appraisal is only an estimate, does not necessarily indicate the price at which any intellectual property, spare part or other eligible collateral may be purchased or sold in the market and should not be relied on as a measure of realizable value. The value of collateral will depend on various factors, including market and economic conditions, the supply of similar parts, the availability of buyers, and, with respect to the spare parts collateral, the frequency and quality of the repair and refurbishment of spare parts and the actual number and condition of spare parts. Accordingly, we cannot assure you that the proceeds realized on any exercise of remedies will equal the appraised value of such collateral or be sufficient, together with

any other additional collateral, to satisfy in full payments due on the notes or the guarantees.

In addition, because spare parts are regularly used, refurbished, purchased, transferred and discarded in the ordinary course of our business, the value of the spare parts collateral will change over time. As the appraisal and subsequent appraisal reports provide a collateral value as of a specific date, the actual value of the spare parts collateral as of any other date may differ materially from the value specified in the appraisal or subsequent appraisal report.

Accordingly, we cannot assure you that the proceeds realized on any exercise of remedies would be sufficient to satisfy in full payments due on the notes or the guarantees.

The value of the rights of noteholders to the collateral may be reduced by any increase in the indebtedness secured by the collateral.

If we incur any additional indebtedness that ranks equally with the notes and related guarantees, the holders of that debt will be entitled to share ratably with the holders of the notes in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding up, subject to any collateral arrangements. This may have the effect of reducing the amount of proceeds paid to the holders of the notes.

Recording the transfers of title with respect to the intellectual property collateral may be substantially delayed until after the issue date of the notes.

Recording of the transfers of title with respect to the intellectual property collateral may be substantially delayed due to filing office closures and delays as a result of the COVID-19 pandemic. Until all such transfers are recorded, the Collateral Agent may not have full ownership of the intellectual property collateral in each applicable jurisdiction. The closures and delays at such filing offices may also delay the perfection recording of the security interest with respect to the notes.

To the extent not secured by the collateral, the notes and guarantees will effectively rank junior in right of payment to our existing and future secured debt and liabilities.

To the extent not secured by the collateral, the notes will be our general obligations and will effectively rank junior in right of payment to our other existing and future debt secured by assets to the extent of the value of those assets. In any liquidation, dissolution, bankruptcy, or other similar proceeding, the holders of our other secured debt may assert rights against the assets securing that debt in order to receive full payment of their debt before those assets may be used to pay our other creditors, including any amount under the notes not secured by the collateral.

In addition, the notes and guarantees will be effectively subordinated to creditors (including trade creditors and employees) and preferred stockholders, if any, of our existing or future subsidiaries.

Risks Relating to Luxembourg

The Issuer is incorporated in Luxembourg, and Luxembourg law differs from U.S. law and may afford less protection to holders of the notes.

Holders of the notes may have more difficulty protecting their interests than would noteholders of a corporation incorporated in a jurisdiction of the United States. As a Luxembourg company, the Issuer is incorporated under and subject to the Luxembourg law on commercial companies of August 10, 1915, as amended, or the Luxembourg Companies Act, and other provisions of Luxembourg law. The Luxembourg Companies Act differs in some material respects from laws generally applicable to U.S. corporations and noteholders, including the provisions relating to dividend distributions, interested directors, mergers, amalgamations and acquisitions, takeovers, security holder lawsuits and indemnification of directors.

Under Luxembourg law, the duties of directors and managers of a company are generally owed to the company only. Noteholders generally do not have rights to take action against directors or managers of the Luxembourg company, except in limited circumstances. Directors or managers of a Luxembourg company must, in exercising their powers and performing their duties, act in good faith and in the interests of the company as a whole and must exercise due care, skill and diligence. Directors or managers have a duty not to put themselves in a position in which their duties to the company and their personal interests may conflict and also are under a duty to disclose any personal interest in any contract or arrangement with such company or any of its subsidiaries.

Your rights as a creditor may not be the same under Luxembourg insolvency laws as under U.S. or other insolvency laws and may preclude you from recovering payments due on the notes.

The issuer is incorporated and established under the laws of Luxembourg, and Luxembourg's insolvency laws may not be as favorable to your interests as the laws of the United States or other jurisdictions with which you are familiar. In the event the issuer experiences financial difficulties, your ability to receive payment under the notes may be more limited than would be the case under U.S. bankruptcy laws.

The Issuer has no operations of its own and will not be able to repay the notes in case of non-payment by us.

The Issuer is a special purpose vehicle organized as a *société anonyme* under the laws of Luxembourg and has no operations of its own. Its principal purpose is to issue notes, including the notes placed hereby. The notes indenture will include covenants and other provisions that, among other things, restrict the issuer's ability to engage in any other operations.

Because the Issuer will have no operations of its own, its ability to pay principal, interest and other amounts due under the notes will depend on our creditworthiness and is subject to credit risks similar to those of our other obligations.

RECENT DEVELOPMENTS

The following discussion of our financial condition and results of operations should be read in conjunction with our unaudited interim condensed consolidated financial statements and the information presented under the sections entitled "Financial Information" and "Item 3. Key Information—Selected Financial Data," "Item 5. Operating and Financial Review and Prospects," "Item 11. Quantitative and Qualitative Disclosures about Market Risk" and our audited consolidated financial statements in our 2019 Annual Report.

Operating Results

Net Revenues

Our net revenues derive primarily from transporting passengers on our aircraft, which includes ancillary revenues from products and services that primarily comprise ticket change fees and excess baggage charges. Passenger revenues depend on capacity, load factor and yield.

We recognize passenger revenue, including revenue from Smiles' loyalty program, which relates to the redemption of miles for GOL flight tickets, either when transportation is provided or when the unused ticket expires. We recognize cargo revenue when transportation is provided.

The following table sets forth our main operating performance indicators in the nine months ended September 30, 2019 and 2020:

	Nine months ended September 30,	
	2019	2020
Operating Data:		
Load factor	82.1%	79.6%
Break-even load factor	68.4%	77.4%
Aircraft utilization (block hours per day)	12.4	9.8
Yield per RPK (cents)	30.6	29.3
PRASK (cents)	25.1	23.3
RASK (cents)	26.6	25.7
Number of departures	191,149	87,440
Average number of operating aircraft	111	65

Our revenues are net of the goods and services tax (*Imposto sobre a Circulação de Mercadorias e Serviç*os), or ICMS, and federal social contribution taxes, including social integration program (*Programa de Integração Social*), or PIS, and social contribution for financing social security (*Contribuição Social para o Financiamento da Seguridade Social*), or COFINS. ICMS does not apply to passenger revenues. The rate of ICMS on cargo revenues varies by state from 0% to 20%. As a general rule, combined PIS and COFINS rates are 3.65% of passenger revenues and 9.25% of cargo revenues and Smiles revenues.

We have one of the largest e-commerce platforms in Brazil and, in the month of November 2020, we generated 89.0% of our revenues from ticket sales through our website.

ANAC and the aviation authorities of other countries in which we operate may influence our ability to generate revenues. In Brazil, ANAC approves the concession of flights, and consequently slots, entry of new companies, launch of new routes, increases in route frequencies and lease or acquisition of new aircraft. Our ability to grow and increase our revenues depends on approvals from ANAC for new routes, increased frequencies and additional aircraft.

Operating Costs and Expenses

We seek to lower our operating costs and expenses by operating a young and standardized fleet, including upgrading to Boeing 737-8 MAX aircraft, utilizing our aircraft efficiently and improving their productivity and using and encouraging low-cost ticket sales and distribution processes. The main components of our operating costs and expenses are aircraft fuel, maintenance, sales and marketing expenses and salaries, wages and benefits, including provisions for our share-based compensation plans.

Our aircraft fuel expenses are higher than those of low-cost airlines in the United States and Europe because production, transportation and storage of fuel in Brazil depend on expensive and underdeveloped infrastructure, especially in the north and northeast regions of the country. In addition, taxes on jet fuel are high. Our aircraft fuel expenses are variable and fluctuate based on global oil prices. The price of West Texas Intermediate crude oil, a benchmark widely used for crude oil

prices that is measured in barrels and quoted in U.S. dollars, varies significantly. The price per barrel as of September 30, 2019 was US$57.07, as compared to US$40.22 as of September 30, 2020. Since global oil prices are U.S. dollar-based, our aircraft fuel costs are also linked to fluctuations in the exchange rate of the *real* against the U.S. dollar. Fuel costs represented 35% and 28% of our total operating costs and expenses in the nine months ended September 30, 2019 and 2020, respectively. In order to mitigate the effects of increases in fuel prices, we enter into short- to medium-term hedging arrangements. Our pricing and yield management strategy are also important in hedging our exposure to fuel price fluctuations as we are able to pass a significant portion of these fluctuations onto customers in the long-term and recapture approximately two-thirds of fuel costs through our yield management.

Our maintenance, material and repair expenses comprise light (line) and scheduled heavy (structural) maintenance of our aircraft. We record line maintenance and repair expenses as incurred. We capitalize structural maintenance for leased aircraft and amortize over the life of the maintenance cycle. Since the average age of our operating fleet was 10.8 years for 130 Boeing 737-700/800 aircraft as of September 30, 2020, and most of the parts on our aircraft are under multi-year warranties, our aircraft require a low level of maintenance and we, therefore, incur low maintenance expenses. Our aircraft are covered by warranties that have an average term of 48 months for products and parts and 12 years for structural components. We use our Aircraft Maintenance Center for airframe heavy checks, line maintenance, aircraft painting and aircraft interior refurbishment. We believe that we have an advantage compared to industry peers in maintenance, materials and repairs expenses due to our in-house maintenance and we believe this will remain an advantage in the foreseeable future.

Our passenger service expenses are directly related to our passengers, which include baggage handling, ramp services and expenses due to interrupted flights.

Our sales and marketing expenses include commissions paid to travel agents, fees paid for our own and third-party reservation systems and agents, fees paid to credit card companies and advertising. Our distribution costs are lower than those of other airlines in Brazil on a per available seat kilometer basis because a higher proportion of our customers purchase tickets from us directly through our website instead of through traditional distribution channels, such as ticket offices, and we have comparatively fewer sales made through higher cost global distribution systems. We generate approximately 89.0% of our consolidated sales through our website and API systems, including internet sales through travel agents. For these reasons, we believe that we have an advantage compared to industry peers in sales and marketing expenses and expect this advantage will continue in the foreseeable future. Additionally, we have one of the lowest costs related to fraud and chargeback ratios in the industry on our e-commerce platform.

Salaries, wages and benefits paid to our employees include annual cost of living adjustments and provisions made for our share-based compensation.

Services rendered expenses include ground handling and the cost of airport facilities.

Depreciation and amortization expenses represent the use of assets acquired, internally developed or leased and accounted for as right-of-use, according to IFRS 16, as well as the capitalized maintenance of engines.

Other expenses comprise general and administrative expenses, purchased services, equipment rentals, passenger refreshments, communication costs, supplies, professional fees and gains or losses from early return of aircraft on finance leases.

Operating Segments

We have two operating segments:

- flight transportation; and
- loyalty program.

Our two segments have a number of transactions between each other, as the vast majority of miles redeemed under our loyalty program are exchanged for tickets in flights operated by GLA.

Following are certain accounting considerations under these transactions:

Net revenue: we eliminate a significant portion of the miles redeemed revenue when we consolidate GLA and Smiles, as they relate to tickets purchased by Smiles from GLA and we ultimately recognize revenue as passenger transportation in our flight transportation segment.

Costs: we eliminate a significant portion of redemption costs in the Smiles loyalty program segment when we consolidate GLA and Smiles as they relate to tickets purchased by Smiles from GLA that we ultimately record as flight

transportation costs in our flight transportation segment.

Finance result: under the agreements between GLA and Smiles, Smiles makes certain advance ticket purchases at a financial discount, which we recognize as a financial expense in our flight transportation segment, and as financial income in our Smiles loyalty program segment, both of which are eliminated when we consolidate GLA and Smiles.

Brazilian Macroeconomic Environment

As we are a Brazilian airline with primary operations in the Brazilian domestic market, we are affected by Brazilian macroeconomic conditions. Brazilian economic growth is an important indicator in determining our growth and our results of operations.

We are materially affected by currency fluctuations, especially in the U.S. dollar/*real* exchange rate. In the nine months ended September 30, 2020, 39.0% of our operating costs and expenses were denominated in, or linked to, U.S. dollars and, as such, were subject to exchange rate variations. We believe that our foreign exchange and fuel hedging programs partially protect us against short-term swings in the U.S. dollar/*real* exchange rate and in related fuel prices. For more information, see "Item 3. Key Information—D. Risk Factors—Risks Relating to Brazil—Exchange rate instability may materially and adversely affect us" in our 2019 Annual Report.

Inflation also affects us and will likely continue to do so. In the nine months ended September 30, 2020, 61.0% of our operating costs and expenses were denominated in *reais*, and many of our suppliers and service providers generally increase their prices to reflect Brazilian inflation rates.

The following table sets forth data for real GDP growth, inflation, interest rates, the U.S. dollar selling rate and crude oil prices as of and for the periods indicated:

	September 30,	
	2019	**2020**
Real GDP growth	0.95%	(5.29%)
Inflation (IGP-M)[(1)]	(0,01)%	4,34%
Inflation (IPCA)[(2)]	(0.04)%	0.64%
CDI rate	0.46%	0.16%
LIBOR rate[(3)]	2.0986%	0.2251%
Appreciation (depreciation) of the *real* vs. U.S. dollar	(7.1)%	(39.6)%
Period-end exchange rate—US$1.00	R$4.1563	R$5.6407
Average exchange rate—US$1.00[(4)]	R$3.8872	R$5.0793
Period-end West Texas intermediate crude (per barrel)	US$54.07	US$40.22
Period-end increase (decrease) in West Texas intermediate crude (per barrel)	(26.2)%	(34.1)%
Average period West Texas Intermediate crude (per barrel)	US$57.10	US$38.36
Average period increase (decrease) in West Texas Intermediate crude (per barrel)	(14.5)%	(32.8)%

Sources: *Fundação Getúlio Vargas*, the Central Bank, IBGE and Bloomberg.
(1) Inflation (IGP-M) is the general market price index measured by the Fundação Getúlio Vargas.
(2) Inflation (IPCA) is a broad consumer price index measured by IBGE.
(3) Three-month U.S. dollar LIBOR (London inter-bank offer rate) as of the last date of the period.
(4) Represents the average of the U.S. dollar selling rate in each year.

Results of Operations

Nine Months Ended September 30, 2020 Compared to Nine Months Ended September 30, 2019

Demand in the Brazilian airline market, as measured by RPK, decreased by 55.3% in the nine months ended September 30, 2020, as compared to the same period in 2019, while capacity in Brazil, as measured by ASK, decreased by 53.9%.

The following table sets forth domestic and international industry capacity and demand for the periods indicated:

Industry Capacity and Demand[(1)]	**Nine months ended September 30,**		**Change %**
	2019	**2020**	
Available Seat Kilometers – ASK (millions)	**37,808**	**17,444**	**(53.9)%**
Domestic	32,230	15,660	(51.4)%
International	5,578	1,784	(68.0)%
Revenue Passenger Kilometers – RPK (millions)	**31,056**	**13,884**	**(55.3)%**
Domestic	26,760	12,594	(52.9)%
International	4,295	1,290	(70.0)%

Industry Capacity and Demand[1]	Nine months ended September 30,		Change %
	2019	2020	
Load Factor	**82.1%**	**79.6%**	**(2.5) p.p.**
Domestic	83.0%	80.4%	(2.6) p.p.
International	77.0%	72.3%	(4.7) p.p.

Source: ANAC.
(1) Considering only Brazilian companies.

In the nine months ended September 30, 2020, our total capacity decreased 65.2% and total demand decreased 67.0%, as compared to the same period in 2019, resulting in a total load factor of 79.3% in the nine months ended September 30, 2020, as compared to 83.7% in the same period in 2019. Our PRASK decreased 15.7% in the nine months ended September 30, 2020, as compared to the same period in 2019, due to a combination of a 11.8% yield decrease and the decrease in load factor.

In the nine months ended September 30, 2020, our domestic capacity decreased 51.4%, as compared to the same period in 2019, while domestic demand decreased by 52.9% in the nine months ended September 30, 2020, as compared to the same period in 2019, leading to a domestic load factor of 80.4%, which was 1.4 percentage points lower than in the same period in 2019. Also in the nine months ended September 30, 2020, our international capacity decreased 68.0%, as compared to the same period in 2019, while international demand decreased 70.0%, leading to an international load factor of 72.3%, which was 4.7 percentage points lower than in the same period in 2019.

The following table sets forth our domestic and international capacity and demand for the periods indicated:

GOL Capacity and Demand	Nine months ended September 30,		
	2019	2020	Change %
Available Seat Kilometers – ASK (millions)	**37,808**	**17,444**	**(53.9)%**
Domestic	32,230	15,660	(51.4)%
International	5,578	1,784	(68.0)%
Revenue Passenger Kilometers – RPK (millions)	**31,056**	**13,884**	**(55.3)%**
Domestic	26,760	12,594	(52.9)%
International	4,295	1,290	(70.0)%
Load Factor	**82.1%**	**79.6%**	**(2.5) p.p.**
Domestic	83.0%	80.4%	(2.6) p.p.
International	77.0%	72.3%	(4.7) p.p.

Source: ANAC.

Our results in the nine months ended September 30, 2020 reflect the severe impact that the COVID-19 pandemic had on the Brazilian economy, especially in the air travel industry, and on us. To mitigate the steep decline in our revenue, we took multiple measures to cut our operating costs and expenses, which resulted in an operating margin loss of 14.1% in the nine months ended September 30, 2020, which is 28.4 percentage points lower than the same period in 2019. The following table sets forth certain data from our results of operations for the periods indicated:

	Nine months ended September 30,	
	2019	2020
	(in millions of R$)	
Net revenue		
Passenger	9,493.2	4,063.7
Mileage program, cargo and other	568.2	416.8
Net revenue	**10,061.4**	**4,480.5**
Salaries, wages and benefits	(1,714.1)	(1,114.1)
Aircraft fuel	(3,038.0)	(1,453.2)
Landing fees	(604.7)	(291.7)
Services rendered	(524.1)	(516.4)
Passenger service expenses	(442.3)	(264.7)
Sales and marketing	(495.6)	(221.5)
Maintenance, materials and repairs	(412.3)	(280.9)
Depreciation and amortization	(1,240.0)	(828,2)
Other income (expenses), net	(122.9)	(142.5)
Total operating costs and expenses	**(8,623.4)**	**(5,113.1)**
Equity pick up method	0.1	-
Income before financial income (expense), net and income taxes	**1,438.1**	**632.6**
Financial income	283.0	1,137.2

	Nine months ended September 30,	
	2019	2020
	(in millions of R$)	
Financial expense	(1,211.3)	(2,339.7)
Income before exchange rate variation, net	**509.7**	**(1,835.1)**
Exchange rate variation, net	(681.3)	(4,064.7)
Income (loss) before income taxes	**(171.6)**	**(5,899.7)**
Income taxes	(85.2)	(54.9)
Net income (loss)	**(256.8)**	**(5,954.6)**

Net Revenue

Net revenue decreased 55.5%, from R$10,061.4 million in the nine months ended September 30, 2019 to R$4,480.5 million in the same period in 2020. On a unit basis, RASK decreased 3.6%, from R$26.61 cents in the nine months ended September 30, 2019 to R$25.68 cents in the same period in 2020. This was due to the decrease in demand in the domestic and international air travel markets, as a result of developments relating to the COVID-19 pandemic.

The following table sets forth a breakdown of our net revenue for the periods indicated:

	Nine months ended September 30,		
	2019	2020	Change %
		(in thousands of R$)	
Total net revenue	**10,061.4**	**4,480.5**	**(55.5)%**
Passenger	9,493.2	4,063.7	(57.2)%
Mileage program, cargo and other	568.2	416.8	(26.6)%

Operating Costs and Expenses

Operating costs and expenses decreased 40.7%, from R$8,623.4 million in the nine months ended September 30, 2019 to R$5,113.1 million in the same period in 2020, mainly due to our initiatives to reduce costs and expenses, including deferrals on our lease payments, suspension of non-essential investments, suspension of marketing and advertising expenses and a significant reduction in personnel expenses, which effects were partially offset by the depreciation of the *real* against the U.S. dollar, which adversely affects us by increasing our operating costs and expenses denominated in U.S. dollars.

The following table sets forth a breakdown of our operating costs and expenses for the periods indicated:

	Nine months ended September 30,		
	2019	2020	Change %
		(in thousands of R$)	
Salaries, wages and benefits	(1,714.1)	(1,114.1)	(35.0)%
Aircraft fuel	(3,038.0)	(1,453.2)	(52.2)%
Landing fees	(604.7)	(291.7)	(51.8)%
Services rendered	(524.1)	(516.4)	(1.5)%
Passenger service expenses	(442.3)	(264.7)	(40.2)%
Sales and marketing	(495.6)	(221.5)	(55.3)%
Maintenance, materials and repairs	(412.3)	(280.9)	(31.9)%
Depreciation and amortization	(1,240.0)	(828.2)	(34.8)%
Other income (expenses), net	(122.9)	634.0	NM*%
Total operating costs and expenses	**(8,623.4)**	**(5,113.1)**	**(40.7)%**

(*) Not meaningful.

On a per unit basis, our CASK increased 12.6%, from R$22.17 cents in the nine months ended September 30, 2019 to R$24.97 cents in the same period in 2020; and our CASK ex-fuel increased 17.7%, from R$14.14 cents in the nine months ended September 30, 2019 to R$16.64 cents in the same period in 2020. These increases were a result of the effects of the COVID-19 pandemic and our 21% reduction in aircraft use in the nine months ended September 30, 2020, as compared to the same period in 2019.

The following table sets forth certain of our CASK components for the periods indicated:

Operating Costs and Expenses per Available Seat Kilometer	Nine months ended September 30, 2019	2020	Change %
	(in cents of reais, except percentages)		
Salaries, wages and benefits	(4.53)	(6.39)	41.1%
Aircraft fuel	(8.04)	(8.33)	3.6%
Landing fees	(1.60)	(1.67)	4.4%
Services rendered	(1.39)	(2.96)	113.6%
Passenger service expenses	(1.17)	(1.52)	29.9%
Sales and marketing	(1.31)	(1.27)	3.1%
Maintenance, materials and repairs	(1.09)	(1.61)	47.7%
Depreciation and amortization	(3.28)	(4.35)	32.6%
Other income (expenses), net	(0.33)	(0.82)	151.3%
CASK	**(22.17)**	**(24.97)**	**12.6%**
CASK ex-fuel	**(14.14)**	**(16.64)**	**17.7%**
CASK ex-fuel, adjusted[(1)]	**(14.14)**	**(11.98)**	**15.3%**

(*) Not meaningful.
(1) Excluding results of sale and leaseback transactions.

Salaries, wages and benefits decreased 35.0%, from R$1,714.1 million in the nine months ended September 30, 2019 to R$1,114.1 million in the same period in 2020, mainly due to developments in Brazilian labor law, which allowed us to reduce wages proportionately to reductions in work hours, as well as temporary suspensions of employee contracts. Salaries per available seat kilometer increased 41.1% due to the decrease in available seat kilometers. We had 15,083 employees as of September 30, 2020, representing a 4.8% decrease as compared to September 30, 2019.

Aircraft fuel expenses decreased 52.2%, from R$3,038.0 million in the nine months ended September 30, 2019 to R$1,453.2 million in the same period in 2020, mainly due to the 6.7% decrease in QAV price per liter and a 53.7% decrease in fuel consumption, as compared to the same period in 2019. Aircraft fuel expenses per available seat kilometer increased 3.6%.

Landing fees decreased 51.8%, from R$604.7 million in the nine months ended September 30, 2019 to R$291.7 million in the same period in 2020, mainly due to reduced operations, which effects were partially offset by the average increase in landing and navigation fees in the domestic market of 10%. Landing fees per available seat kilometer increased 4.4%.

Services rendered expenses decreased 1.5%, from R$524.1 million in the nine months ended September 30, 2019 to R$516.4 million in the same period in 2020, mainly due to the decrease in the volume of domestic and international passengers transported. Services rendered expenses per available seat kilometer increased 113.6%.

Passenger service expenses decreased 40.2%, from R$442.3 million in the nine months ended September 30, 2019 to R$264.7 million in the same period in 2020, mainly due to reduced operations, which effects were partially offset by increased expenses related to agreements with partner airlines in the nine months ended September 30, 2020, as compared to the same period in 2019. Passenger service expenses per available seat kilometer increased 29.9%.

Sales and marketing expenses decreased 55.3%, from R$495.6 million in the nine months ended September 30, 2019 to R$221.5 million in the same period in 2020, due to reduced marketing campaigns and other costs reduction initiatives. Sales and marketing expenses per available seat kilometer decreased 3.1%.

Maintenance, materials and repairs expenses decreased 31.9%, from R$412.3 million in the nine months ended September 30, 2019 to R$280.9 million in the same period in 2020, mainly due to provisions for aircraft redelivery in 2020 and reversals in 2019 of maintenance reserve provisions that did not recur in 2020. Maintenance, materials and repairs expenses per available seat kilometer increased 47.7%.

Depreciation and amortization expenses decreased 34.8%, from R$1,240.0 million in the nine months ended September 30, 2019 to R$828.2 million in the same period in 2020, mainly due to the idle costs of depreciation of R$615.7 million recorded under “Other income (expenses), net,” related to non-operational flight equipment in the context of reduced operations. Depreciation and amortization expenses per available seat kilometer increased 32.6%.

Other income (expenses), net changed from an expense of R$122.9 million in the nine months ended September 30, 2019 to an expense of R$142.5 million in the same period in 2020, mainly due to income from sale and leaseback transactions of 11 aircraft and the reimbursement of expenses incurred due to the grounding of seven Boeing 737-MAX aircraft in 2020. Other income (expenses), net per available seat kilometer changed from an expense of R$0.33 cents to an expense of R$0.82 cents.

Net Financial Expense

In the nine months ended September 30, 2019, we had a net financial expense of R$1,211.3 million, as compared to a net financial expense of R$2,339.7 million in the same period in 2020, mainly due to an increase of R$1,987.7 million in average total debt in the nine months ended September 30, 2020, as compared to the same period in 2019, and the appreciation of the U.S. dollar against the *real*.

The following table sets forth the breakdown of our net financial expense in the periods presented:

	Nine months ended September 30,		
	2019	**2020**	**Change %**
		(in thousands of R$)	
Interest on short and long-term indebtedness	(571.6)	(627.8)	9.8%
Interest on lease operations	(359.9)	(529.3)	47.1%
Exchange rate variation, net	(681.3)	(4,064.7)	496.6%
Derivative results, net	(45.6)	(361.3)	691.9%
Income from short-term investments	196.8	173.9	11.6%
Results from exchangeable senior notes and capped calls[(1)]	92.5	391.1	322.9%
Other financial expenses, net[(2)]	(240.5)	(249.0)	3.5%
Net financial expense	**(1,609.7)**	**(5,267.1)**	**227.2%**

(*) Not meaningful.

(1) Comprises unrealized gains and conversion rights from the exchangeable senior notes and losses on the related capped call transactions.

(2) Comprises monetary variations, interest income, banking charges and fees, taxes on financial income and others.

Interest expenses on our short and long-term indebtedness increased 9.8% from R$571.6 million in the nine months ended September 30, 2019 to R$627.8 million in the same period in 2020, mainly due to an increase of approximately R$2.0 billion in average total debt in the nine months ended September 30, 2020, as compared to the same period in 2019, and the appreciation of the U.S. dollar against the real, which effects were partially offset by a decrease in the average annual interest rate from 6.8% to 6.2%. As of September 30, 2019, we had R$8,296.0 million in total indebtedness outstanding and, as of September 30, 2020, we had R$10,283.7 million in total indebtedness outstanding.

Exchange rate variation expense increased 496.6% from R$681.3 million in the nine months ended September 30, 2019 to R$4,064.7 million in the same period in 2020, mainly due to the appreciation of the U.S. dollar against the real, from R$4.16 per US$1.00 as of September 30, 2019 to R$5.64 per US$1.00 as of September 30, 2020.

In the nine months ended September 30, 2019, we recorded a derivatives loss of R$361.3 million, as compared to a derivatives loss of R$45.6 million in the same period in 2020, mainly due losses on our fuel price hedging.

Other financial expenses, net increased from R$240.5 million in the nine months ended September 30, 2019 to R$249.0 million in the same period in 2020.

Income Taxes

Income tax expense was R$85.2 million in the nine months ended September 30, 2019, as compared to R$54.9 million in the same period in 2020.

Net Income (Loss)

As a result of the foregoing, we had a net loss of R$256.7 million in the nine months ended September 30, 2019, as compared to net loss of R$5,954.6 million in the same period in 2020.

Segment Results of Operations

We have two operating segments:

- Flight transportation; and
- Smiles loyalty program.

For more information on our segments, see note 33 to our unaudited interim condensed consolidated financial statements as of September 30, 2020 and for the nine months ended September 30, 2019 and 2020.

Flight Transportation Segment Nine Months Ended September 30, 2020 Compared to Nine Months Ended September 30, 2019

Operating Revenue

Passenger revenue decreased 56.9%, from R$9,137.2 million in the nine months ended September 30, 2019 to R$3,939.9 million in the same period in 2020, mainly due to a decrease in demand and yields.

Cargo and other revenue decreased 22.3%, from R$315.0 million in the nine months ended September 30, 2019 to R$244.9 million in the same period in 2020.

Operating Costs and Expenses

Operating costs and expenses decreased 41.4%, from R$8,500.0 million in the nine months ended September 30, 2019 to R$4,974.4 million in the same period in 2020, mainly due to reduces operations and cost reduction initiatives.

Net Financial Expense

Net financial expense increased R$3,614.8 million, from a net financial expense of R$1,707.5 million in the nine months ended September 30, 2019 to a net financial expense of R$5,322.3 million in the same period in 2020, mainly due to an increase in foreign exchange rate loss of R$3,379.1 in the nine months ended September 30, 2020.

Income Taxes

Income tax expense was R$85.1 million in the nine months ended September 30, 2019 and R$15.1 million positive in the same period in 2020, mainly due to the recognition of tax losses and social contribution on temporary differences in the nine months ended September 30, 2019.

Net Loss

As a result of the foregoing, our flight transportation segment had a net loss of R$6,005.0 million in the nine months ended September 30, 2020, as compared to a net loss of R$468.9 million in the same period in 2019.

Smiles Loyalty Program Segment Nine Months Ended September 30, 2020 Compared to Nine Months Ended September 30, 2019

Operating Revenue

Smiles' operating revenue mainly derives from redemptions, which are recognized when customers exchange their miles for flight tickets, goods or services from Smiles' airline and commercial partners. Operating revenue also includes breakage and miles that expired without being used.

The following table sets forth Smiles' operating revenue for the periods indicated:

	Nine months ended September 30,		
	2019	**2020**	**Change %**
	(in millions of R$, except percentages)		
Miles redemption revenue	667.9	238.0	(64.4)%
Breakage revenue	188.4	156.2	(17.1)%
Other revenue	18.9	10.2	(46.0)%
Taxes on revenue	(77.3)	(42.8)	(44.7)%
Total operating revenue	797.9	361.8	(54.7)%

Miles redemption revenue decreased 64.4%, from R$667.9 million in the nine months ended September 30, 2019 to R$238.0 million in the same period in 2020, due to a decrease in miles redeemed. In September 30, 2020, the miles burn/earn ratio, which is the ratio between the number of miles redeemed and accrued, was 62.2%.

Breakage revenue, derived from the expected expiration of miles and miles expired, decreased 17.1% from R$188.4 million in the nine months ended September 30, 2019 to R$156.2 million in the same period in 2020, which was partially offset by Smiles' decision to postpone by six months the expiration of miles used to purchase flight tickets that were cancelled due to the COVID-19 pandemic.

Other revenue, comprised mainly of cancellation fees, fees related to co-branded credit cards and management fees from Smiles' loyalty program, decreased 46.0%, from R$18.9 million in the nine months ended September 30, 2019 to R$10.2 million in the same period in 2020.

Operating Costs and Expenses

Operating costs and expenses decreased 18.3%, from R$1,311.7 million in the nine months ended September 30, 2019 to R$1,072.2 million in the same period in 2020, mainly due to a decrease in salaries, wages and benefits, sales and marketing expenses and other costs and expenses, net, partially offset by an increase in depreciation and amortization expenses.

	Nine months ended September 30,		
	2019	2020	Change %
	(in millions of R$, except percentages)		
Operating costs and expenses	**(258,9)**	**(241,6)**	**(6.7)%**
Salaries, wages and benefits	(73,9)	(57,0)	(22.9)%
Mileage servicing	(110,4)	(124,1)	12.4%
Sales and marketing	(54,8)	(40,1)	(26.8)%
Depreciation and amortization	(18,4)	(21,7)	17.9%
Other costs and expenses, net	(1,4)	1,3	NM%

Net Financial Income

Smiles' net financial income decreased 42.8%, from R$96.5 million in the nine months ended September 30, 2019 to R$56.6 million in the same period in 2020, mainly due to a decrease in the base annual interest rate from 5.5% to 2.0% compared to September 30, 2019, a decrease in the results of investment funds and the appreciation of the U.S. dollar against the *real*, which increased the *real* amounts of accounts payable denominated in U.S. dollars and expenses related to international air ticket issuances.

	Nine months ended September 30,		
	2019	2020	Change %
	(in thousands of R$, except percentages)		
Financial income, net	**94.9**	**56.6**	**(40.4)%**
Financial income	97.6	68.5	(29.8)%
Financial expenses	(2.7)	(11.9)	n.m.(*)
Exchange rate variation, net	633.9	176.7	(72.1)%

(*) Not meaningful.

Income Taxes

Income tax expense was R$188.3 million in the nine months ended September 30, 2019 and R$69.2 million in the same period in 2020.

Net Income

As a result of the foregoing, our Smiles loyalty program segment had a net income of R$106.1 million in the nine months ended September 30, 2020, as compared to a net income of R$447.2 million in the same period in 2019, representing a decrease of 76.3%, or R$341.1 million.

Liquidity and Capital Resources

Cash Flows

Operating Activities. We had net cash flows from operating activities of R$1,738.8 million in the nine months ended September 30, 2019, as compared to R$500.8 million in the same period in 2020.

Investing Activities. We had net cash flows used in investing activities of R$848.1 million in the nine months ended September 30, 2019, as compared to R$120.5 million in the same period in 2020, mainly due to cash outflows from restricted cash of R$108.8 million in the nine months ended September 30, 2020, and a decrease in Smiles' financial investments of R$44.5 million in the nine months ended September 30, 2020.

Financing Activities. We had net cash flows used in financing activities of R$493.3 million in the nine months ended September 30, 2019, as compared to net cash flows used in financing activities of R$1,691.9 million in the same period in 2020, mainly due to an increase of R$2,190.8 million in payments on our indebtedness and a decrease of R$727.7 million in cash flows from new financings, which effects were partially offset by a decrease of R$439.3 million in lease payments and derivatives inflows of R$21.8 million, as compared to derivatives outflows of R$403.0 million in the same period in 2019, and a decrease of R$194.3 million in dividends paid by Smiles to non-controlling shareholders.

Liquidity

In managing our liquidity, we take into account our cash and cash equivalents, short-term investments and long-term restricted cash, as well as our accounts receivable balance. Our accounts receivable balance is affected by the payment terms of our credit card receivables, which can be readily converted into cash through factoring transactions. Our customers can purchase seats on our flights using a credit card and pay in installments, typically creating a one or two month lag between the time that we pay our suppliers and expenses and the time that we receive payment for our ticket sales. When necessary, we obtain working capital loans, which can be secured by our receivables, to finance the sale-to-cash collection cycle.

Our total liquidity, which we calculate as the sum of cash and cash equivalents, short-term investments, restricted cash and accounts receivable, as of September 30, 2020, was R$2,242.3 million and equivalent to 27.1% of our total net revenue from the last twelve months.

The following table sets forth certain key liquidity data as of the dates indicated:

	As of December 31, 2019	As of September 30, 2020
	(in millions of R$)	
Real denominated	**3.254,8**	**1.931,2**
Cash and cash equivalents, short-term investments and short and long-term restricted cash	2.227,6	1.255,4
Short-term receivables	1.027,2	675,8
Foreign exchange denominated	**1.018,3**	**275,2**
Cash and cash equivalents and short-term investments	815,9	160,1
Short-term receivables	202,4	115,1
Total	**4,273.0**	**2,206.3**

Indebtedness

The following table sets forth our total indebtedness as of the dates indicated:

	As of December 31, 2019	As of September 30, 2020
	(in millions of R$)	
Loans and financing	7,773.3	9,494.3
Interest accrued	89.7	24.3
Perpetual notes	546.8	765.1
Total indebtedness	**8,409.8**	**10,283.7**

Loans and Financing

The following tables set forth our short- and long-term indebtedness by type of financing as of the dates indicated:

	As of December 31, 2019	As of September 30, 2020
Short-term indebtedness (including short-term portion of long-term indebtedness)	*(in millions of R$)*	
Local currency	**289.4**	**749.9**
Working capital[(1)]	-	312.2
Debentures VII[(2)]	289.4	437.7
Foreign currency (U.S. dollars)	**2,253.6**	**2,340.5**
Senior notes[(3)]	87.7	39.6
Import financing[(4)]	664.0	854.1
EXIM loan[(5)]	180.8	235.7
Spare engine facility[(5)]	17.6	74.1
Exchangeable senior notes[(6)]	29.4	18.7
Finance guaranteed by engines[(7)]	31.7	37.9
Term loan	1,229.6	-
Guaranteed funding[(8)]	-	1,062.5
Perpetual notes[(9)]	12.8	17.9
Total short-term indebtedness	**2,543.0**	**3,090.4**
Long-term indebtedness		
Local currency	**289.3**	**145.8**
Debentures VII[(2)]	289.3	145.8
Foreign currency (U.S. dollars)	**5,577.5**	**7,047.5**
Senior notes[(3)]	2,861.7	3,589.9
EXIM loan[(5)]	76.4	84.6
Spare engine facility[(5)]	201.1	220.1
Exchangeable senior notes[(6)]	1,753.5	1,886.4
Finance guaranteed by engines[(7)]	150.9	251.4
Guaranteed funding[(8)]	-	267.9
Perpetual notes[(9)]	533.9	747.2
Total long-term indebtedness	**5,866.8**	**7,193.3**
Total indebtedness	**8,409.8**	**10,283.7**

(1) Loans to maintain and manage our cash balance.
(2) Issuance of 88,750 debentures by GLA on October 22, 2018 for early settlement of the Debentures VI, which maturity was renegotiated in April 2020.
(3) The balance amount as of December 31, 2019 comprises 8.875% senior notes due 2022, which we redeemed in whole on March 23, 2020, and 7.000% senior notes due 2025, in each case issued by GOL Finance. For a detailed break-down, see note 18 to our unaudited interim condensed consolidated financial statements as of September 30, 2020 and for the nine months ended September 30, 2019 and 2020.
(4) Credit line of import financing for our purchase of spare parts and aircraft equipment.
(5) Credit lines raised with private banks.
(6) Issuance of exchangeable senior notes in March, April and July 2019 in an aggregate principal amount of US$425.0 million. For further details, see note 18.1.1 to our unaudited interim condensed consolidated financial statements as of September 30, 2020 and for the nine months ended September 30, 2019 and 2020.
(7) Loans entered into in June 2018 in which five engines are granted as collateral. The interest rates negotiated were from LIBOR 6m+2.35% *per annum* to LIBOR 6m+4.25% *per annum*.
(8) On August 30, 2020, we refinanced US$250.0 million to repay in full our US$300.0 term loan upon maturity by means of a secured loan facility, maturing in December 2021. For further details on this loan facility, see note 18.1.5 to our unaudited interim condensed consolidated financial statements.
(9) Issuance of perpetual notes by GOL Finance in April 2006 to finance aircraft purchases and repayments of loans.

The following table sets forth the maturities and interest rates of our indebtedness as of September 30, 2020:

	Maturity	Interest *per annum*.	Currency
Working capital	March 2021	5.89%	*Real*
Debentures VII	March 2022	120.00% of CDI (series 1) and CDI+5.4% (series 2)	*Real*
EXIM loan	December 2022	1.39%	U.S. dollar
Spare engine facility	September 2024	2.25%	U.S. dollar
Import financing	January 2021	5.42%	U.S. dollar
Exchangeable senior notes	July 2024	3.75%	U.S. dollar
Finance guaranteed by engines	March 2028	4.88%	U.S. dollar
Term loan	December 2021	9.50%	U.S. dollar
Senior notes 2025	January 2025	7.00%	U.S. dollar

	Maturity	Interest *per annum.*	Currency
Perpetual notes	-	8.75%	U.S. dollar

The following table sets forth our payment schedule, in nominal amounts, as of September 30, 2020, in millions of *reais*, for our short-term and long-term loans and financing:

	2020	2021	2022	2023	2024	Thereafter	Without maturity	Total
***Real* denominated**								
Working capital	312.2	-	-	-	-	-	-	312.2
Debentures VII	437.7	-	145.8	-	-	-	-	**583.5**
U.S. dollar denominated								
EXIM loan	235.7	29.9	54.7	-	-	-	-	**320.3**
Spare engine facility	74.1	6.3	25.0	25.0	163.8	-	-	**294.2**
Exchangeable senior notes	1,062.4	267.9	-	-	-	-	-	**1,330.4**
Import financing	18.7	-	-	-	1,886.4	-	-	**1,905.2**
Term loan	854.1	-	-	-	-	-	-	**854.1**
Finance guaranteed by engines	37.9	7.8	31.7	32.8	33.8	145.3	-	**289.3**
Senior notes 2025	39.6	-	-	-	-	3,589.9	-	**3,629.4**
Perpetual notes	17.9	-	-	-	-	-	747.2	**765.1**
Total	**3,090.3**	**311.8**	**257.3**	**57.8**	**2,084.0**	**3,735.2**	**747.2**	**10,283.7**

Leases

The following table sets forth our short-term and long-term lease as of December 31, 2019 and September 30, 2020:

	As of December 31, 2019	As of September 30, 2020
Short-term lease	*(in millions of R$)*	
Local currency	**21.8**	**30.0**
Right of use leases without purchase option	21.8	30.0
Foreign currency (U.S. dollars)	**1,382.9**	**2,217.7**
Right of use leases with purchase option	128.9	-
Right of use leases without purchase option	1,254.0	2,217.7
Total short-term indebtedness	**1,404.7**	**2,247.7**
Long-term lease		
Local currency	**23.0**	**17.4**
Right of use leases without purchase option	23.0	17.4
Foreign currency (U.S. dollars)	**4,625.0**	**5,718.3**
Right of use leases with purchase option	419.9	-
Right of use leases without purchase option	4,205.1	5,718.3
Total long-term lease	**4,648.0**	**5,735.7**
Total lease	**6,052.7**	**7,983.4**

Covenant Compliance

Our long-term financings (excluding our perpetual notes and finance leases) are subject to restrictive covenants, and our term loan and Debentures VII have restrictions that require us to comply with specific liquidity and interest expense coverage ratios. In April 2020, holders of Debentures VII granted us a waiver until 2021 for non-compliance with the financial ratios and limits initially applicable in 2020.

According to our term loan, we must make deposits in case we reach contractual limits of our U.S. dollar denominated or linked indebtedness. As of September 30, 2020, we had provided Smiles shares as collateral.

Capital Resources

We typically finance our aircraft through leases. Although we expect that lease financings will be available for our future aircraft deliveries, we cannot assure you that we will be able to secure financings on terms attractive to us, if at all. To the extent we cannot secure financing, we may be required to modify our aircraft acquisition plans or incur higher than anticipated financing costs. We expect to continue to require working capital investment due to the use of credit card installment payments by our customers. We expect to meet our operating obligations as they become due through available cash and internally generated funds, supplemented as necessary by short-term credit lines.

As of September 30, 2020, we had 95 firm Boeing 737 MAX aircraft orders representing commitments of R$25,091.1 million (US$4,448.2 million) for deliveries through 2026.

We expect to meet our pre-delivery deposits by using long-term loans from private financial institutions guaranteed by first tier financial institutions and capital markets financing, including long-term and perpetual notes as well as sale-leaseback transactions.

We meet our payment obligations relating to aircraft acquisitions with our own funds, short and long-term indebtedness, cash provided by our operating activities, short- and medium-term lines of credit and supplier financing.

Equity

As of September 30, 2020, we had total equity representing a deficit of R$14,136.9 million.

Other Recent Developments

Updates to Legal Proceedings

In September 2020, we became aware that a class action was filed against us and certain members of our management in the federal courts of New York. The plaintiffs are holders of ADSs representing preferred shares issued by GOL that acquired their ADSs between March 14, 2019, and July 22, 2020. They claim alleged losses resulting from alleged misleading disclosures that i) did not reveal material weaknesses in our internal control of financial reporting or a substantial doubt as to our ability to continue to operate as a going concern and ii) made forward-looking statements about business, operations and prospects that allegedly lacked a reasonable basis.

We believe that there is no merit to these claims and that our risk of loss is remote. As a result, we have not made any provisions related to this matter and intend to defend our position in the litigation vigorously.

Trend Information

Our current capacity planning scenario assumes 100% growth in the three months ended December 31, 2020, as compared to the three months ended September 30, 2020. In November 2020, we operated an approximate average of 372 daily flights, which represents 50% of our average daily flights operated in November 2019, reaching peaks of 450 daily flights, serving 86% of our traditional market routes. By the end of December 2020, we expect to re-establish the domestic market operated in the pre-pandemic period, which represents approximately 80% of our total capacity in 2019. We also expect to end December 2020 operating an average of 94 aircraft to serve our route network, representing more than 75% of our average operating fleet in 2019, maintaining a consistent load factor of approximately 80% in the three months ended December 31, 2020.

In the three months ended December 31, 2020, we estimate an average operating fleet of 92 aircraft, which will represent 78% of the average fleet operated in the same period last year. We expect revenue to increase for the three months ended December 31, 2020 as compared to the three months ended September 30, 2020. We also expect total expenses in the three months ended December 31, 2020, to decrease as compared to the same period in 2019, as a result of our initiatives to reduce our capacity and costs, including fuel consumption.

Our audited consolidated financial statements and unaudited interim condensed consolidated financial statements have been prepared on a going concern basis of accounting, which contemplates continuity of operations, realization of assets and satisfaction of liabilities and commitments in the normal course of business. As such, our audited consolidated financial statements and unaudited interim condensed consolidated financial statements do not include any adjustments that might result from an inability to continue as a going concern. If we cannot continue as a going concern, adjustments to the carrying values and classification of our assets and liabilities and the reported amounts of income and expenses could be required and could be material.

USE OF PROCEEDS

We intend to use these net proceeds, together with the proceeds of any other GOL secured note issuances secured by the collateral, for the following: (i) working capital of the Guarantors; (ii) refinance certain existing indebtedness in order to release certain assets for additional working capital financing and investment opportunities while generating NPV savings through interest savings optimization; (iii) repayment in whole or in part of our US$250.0 million term loan in accordance with the conditions thereof; (iv) purchase of the minority equity interest in Smiles not currently owned by us; (v) investments in aircraft; and (vi) for any general corporate purposes.

DESCRIPTION OF COLLATERAL

The following summary of the intellectual property collateral, spare parts collateral and other eligible collateral is provided solely for convenience, is not intended to be complete and is qualified in its entirety by reference to the full text and more detailed information contained elsewhere in this private placement memorandum, including the appraisal, and any amendments or supplements to this private placement memorandum. Investors in the notes are urged to read this private placement memorandum in its entirety.

Issue Date Collateral

Intellectual Property

The notes and guarantees will be secured by a first priority security interest in intellectual property comprising:

- Patents, trademarks, brand names, trade dress, know how, copyrights, trade secrets, domain names, social media accounts and other intellectual property, whether registered or unregistered, including unregistered copyrights in software and source code and applications to register any of the foregoing, but excluding customer data, owned, or later developed or acquired and owned, by GLA and required or necessary to operate GLA's airline business (collectively, the "Brand IP").

- The "voegol.com.br" domain name and similar domain names or any successor domain names (collectively, the "Domain Names").

- All causes of action and claims now or hereafter held by GLA in respect of the Brand IP and Domain Names, including, without limitation, the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof.

- All other trademark rights corresponding thereto and all other trademark rights of any kind whatsoever accruing under the Brand IP and Domain Names.

- Together, in each case, with the goodwill of the business connected with such use of, and symbolized by, the Brand IP and the Domain Names (collectively, the "GLA IP").

The security interest in the GLA IP will be granted by GLA under a Brazilian law governed Intellectual Property Fiduciary Sale Agreement, for the benefit of the holders of the notes, represented by the collateral agent.

Spare Parts

The notes and the guarantees will be secured by a first priority security interest in the spare parts (as defined above). The security interest in the spare parts collateral will be granted by GLA under a Brazilian law governed Spare Parts Fiduciary Sale Agreement, for the benefit of the holders of the notes, represented by the collateral agent.

The spare parts included in the collateral fall into two categories, "rotables" and "non-rotables." Rotables are parts that wear over time and can be economically restored to a serviceable condition and, in the normal course of operations, can be repeatedly reconditioned to a fully serviceable condition over a period approximating the life of the flight equipment to which they are related. Examples include avionics units, landing gears, auxiliary power units and major engine accessories. Non-rotables include parts often described in the industry as "repairables" and "expendables" or "consumables." Repairables are replaceable parts or components, commonly economical to repair, and subject to being reconditioned to a fully serviceable condition over a period of time less than the life of the flight equipment to which they are related. Examples include many engine blades and vanes, some tires, seats and galleys. A repairable cannot be a rotable and vice versa. Expendables or consumables consist of items for which no authorized repair procedure exists, and for which cost of repair would normally exceed that of replacement. Expendable items include nuts, bolts, rivets, sheet metal, wire, light bulbs, cable and hoses.

Other Eligible Collateral

Spare Engines

At our option, the notes and the guarantees may also be secured by a first priority security interest in certain spare engines. If granted, the security interest in the spare engines collateral will be granted by GLA under a Brazilian law governed Spare Engines Fiduciary Sale Agreement (as defined below) for the benefit of the holders of the notes represented by the collateral agent. A pre-approved supplemental indenture to add spare engines as collateral, if any, is annexed as a form to the Indenture.

GLA may not sell any spare engine while the spare engines are subject to the security interest granted by the Spare Engines Fiduciary Sale Agreement. However, GLA will have the right to utilize the spare engines in its ordinary course of business, including, but not limited to, incorporating in, installing on, attaching to or using on an aircraft.

We will perfect the Spare Engines Fiduciary Sale Agreement by filing it with the Brazilian Aviation Registry (*Registro Aeronáutico Brasileiro*), or RAB, and by registering such security interest with the International Registry.

In addition, GLA shall enter into recognition of rights agreements (RORAs) to protect title and interest of the collateral agent in each spare engine under the Spare Engines Fiduciary Sale Agreement regardless of the aircraft on which such spare engine is installed.

Flight Simulators

At our option, the notes and the guarantees may also be secured by a first priority security interest in certain flight simulators. If granted, the security interest in the flight simulator collateral will be granted by GLA under a Brazilian law governed Flight Simulators Fiduciary Sale Agreement for the benefit of the holders of the notes, represented by the collateral agent. A pre-approved supplemental indenture to add flight simulators as collateral, if any, is annexed as a form to the Indenture.

GLA may not sell any flight simulators while the flight simulators are subject to the security interest granted by the Flight Simulator Fiduciary Sale Agreement. However, GLA will have the right to utilize the flight simulators in its ordinary course of business.

Non-Credit Card Backed Receivables

At our option, the notes and the guarantees may also be secured by a first priority security interest in certain non-credit card backed receivables, including cargo business related receivables and certain other receivables (the "Receivables"). If granted, the security interest in the Receivables will be granted by GLA under a Brazilian law governed Receivables Fiduciary Sale Agreement for the benefit of the holders of the notes, represented by the collateral agent. A pre-approved supplemental indenture to add non-credit card receivables as collateral, if any, is annexed as a form to the Indenture

For further details on the valuation of the Receivables and the related collateral account structures, see "Description of the Notes".

Aircraft

At our option, the notes and the guarantees may also be secured by (i) a first priority security interest on some or all new aircraft acquired that are not subject to a third-party first lien financing and (ii) a second priority security interest on some or all such new aircraft that are subject to a third-party first lien financing that permits a second lien.

If granted, the security interest in the aircraft collateral will be granted by GLA or the applicable aircraft owner under a Brazilian law aircraft mortgage for the benefit of the holders of the notes, represented by the collateral agent. A pre-approved supplemental indenture to add aircraft as collateral, if any, is annexed as a form to the Indenture. We will perfect the Brazilian law mortgage by filing it with the RAB and by registering such mortgage with the International Registry.

GLA may not sell any aircraft while the aircraft is subject to the security interest securing the notes. However, GLA will have the right to utilize the aircraft in its ordinary course of business.

Smiles Collateral

Fiduciary Assignment of Smiles Common Shares

At our option, upon repayment of our US$250.0 million term loan, the notes and guarantees may also be secured by a fiduciary sale of all common shares that GLAI owns in the capital stock of Smiles and the dividends deriving therefrom for the benefit of the holders of the notes, represented by the collateral agent.

GLAI may exercise its voting rights at any time an event of default under the Notes shall not have occurred and be continuing. Upon the occurrence of an event of default under the Notes, GLAI shall only exercise its voting rights related to the collateral shares upon prior written authorization from the Collateral Agent, acting upon instructions from the Trustee.

Unless if an event of default under the Notes has occurred and is continuing, GLAI shall be entitled to receive any payments made to GLAI as shareholder of Smiles, including, without limitation, dividends, interests on equity, bonuses, amounts paid for redemption of shares or capital reduction. Upon the occurrence and continuance of an event of default under the Notes, the Collateral Agent will be authorized to instruct Smiles and the depositary of such to make any and all of such payments to an account indicated by the Collateral Agent.

Smiles Revenue Collateral

If and when GLA or GLAI owns 100% of Smiles' outstanding shares and the guarantor chooses to merge Smiles into GLA, within 30 days of such merger, the guarantor may enter into a pre-approved supplemental indenture, the form of which is annexed to the Indenture, under which the notes and guarantees will also be secured by first-priority security interests, governed by Brazilian law, in the following additional collateral:

- All frequent-flyer program revenues and accounts to which those revenues are paid, including, but not limited to, the Smiles Revenue Account and the Collection Account, in each case including all amounts credited thereto or carried therein, any and all investments made with funds therein, any and all other financial assets credited thereto or carried therein and any and all security entitlements with respect to such financial assets, will be granted by GLA to the holders of notes represented by the collateral agent.

Smiles IP Collateral

In addition, if such merger occurs, at our option, the notes and guarantees may also be secured by a first priority security interest in additional intellectual property comprising:

- All intellectual property (*i.e.*, patents, trademarks, brand names, trade dress, know how, copyrights, trade secrets, domain names, social media accounts and other intellectual property, whether registered or unregistered, including unregistered copyrights in software and source code and applications to register any of the foregoing, but excluding customer data, owned or purported to be owned, or later developed or acquired and owned or purported to be owned, by Smiles and required or necessary to operate the Smiles Program (the "Smiles IP") will be granted by GLA.
    - The Smiles IP includes the Smiles mobile application and certain other software, including all of Smiles' right, title and interest in all currently existing, future and successor co-branding, partnering or similar agreements related to or entered into in connection with the Smiles Program (excluding any third-party software used in or by such software assets) (collectively, the "Smiles Software"), subject to the terms of the applicable agreements.
    - The Smiles IP excludes intellectual property used to operate the GLA airline business that, even if used in connection with the Smiles Program, would be required or necessary to operate the GLA airline business in the absence of a customer loyalty program.
- The "Smiles.com.br" domain name and similar domain names or any successor domain names (collectively, the "Smiles Domain Names").
- All causes of action and claims now or hereafter held by Smiles in respect of the Smiles IP and Smiles Domain Names, including, without limitation, the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof.
- All other trademark rights corresponding thereto and all other trademark rights of any kind whatsoever

accruing under the Smiles IP and the Smiles Domain Names.

- Together, in each case, with the goodwill of the business connected with such use of, and symbolized by, the Smiles IP and the Smiles Domain Names.

If granted, the security interest in the Smiles IP and the Smiles Domain Names will be granted by GLA under a Brazilian law governed Smiles Intellectual Property Fiduciary Sale Agreement to the holders of notes, represented by the collateral agent. A pre-approved supplemental indenture to add Smiles IP rights as collateral, if any, is annexed as a form to the Indenture

Collateral Sharing

At our option, any collateral securing the notes can serve as collateral on a *pari passu* basis for additional indebtedness issued by GLAI, any of its subsidiaries, or GOL Equity Finance, subject to the requirements of the Indenture, including compliance with the LTV ratio, as well as the terms of an intercreditor agreement that will have, in form and substance, the terms and conditions described below under "Intercreditor Agreement".

Appraisal Reports; Collateral Ratios

We will provide periodic appraisal reports with respect to some or all of the Collateral as described in "Description of Notes—Appraisals". Such appraisals will be used to determine our compliance with the LTV Ratio described in "Description of Notes—LTV Ratio".

The Appraisals

mba, an independent aviation appraisal and consulting firm, has prepared an appraisal of the intellectual property collateral dated November 19, 2020, and of the spare parts collateral dated November 30, 2020. The appraisals are subject to a number of assumptions and limitations and were both prepared based on certain specified methodologies. The appraisal of spare parts was prepared based on information provided to mba during June 2020, and the accuracy of the data was verified by a virtual inspection of the spare parts over the week of July 20, 2020.

The following is the appraised value of the intellectual property and spare parts in the opinion of mba:

Intellectual Property	**Appraised Value (in US$ millions)[1]**
GLA IP	625.8
Total	**625.8**

Spare Parts	**Appraised Value (in US$ millions)[2]**
Rotables	123.2
Repairables	15.6
Expendables	50.5
Total	**189.3**

(1) Translated for convenience using the U.S. dollar selling rate as reported by the Central Bank of R$5.6407 to US$1.00 as of September 30, 2020.
(2) Because spare parts are regularly used, refurbished, purchased, transferred and discarded in the ordinary course of our business, the value of the collateral will change over time.

We are required to provide to the trustee a semi-annual appraisal of any pledged tangible assets, such as the spare parts collateral and, if applicable, the spare engines collateral, the aircraft collateral and the flight simulator collateral and

an annual appraisal of any pledged intangible assets, such as the intellectual property collateral. These appraisals may be provided by mba or any other person certified by ISTAT (or any successor organization thereto) selected by us and provided to the trustee. The subsequent appraisals will be subject to a number of assumptions and limitations and will be prepared based on certain specified methodologies. The subsequent appraisals may be subject to different assumptions and limitations and may be based on other methodologies than the original appraisal conducted by mba. An appraisal that is subject to other assumptions and limitations and based on other methodologies may result in valuations that are materially different from those contained in mba's initial appraisals. In preparing such subsequent appraisals, there will also be only a limited physical inspection of a sample of spare parts at certain locations.

An appraisal is only an estimate, does not necessarily indicate the price at which any intellectual property, spare part or other eligible collateral may be purchased or sold in the market and should not be relied on as a measure of realizable value. The value of the collateral will depend on various factors, including market and economic conditions, the supply of similar parts, the availability of buyers, the frequency and, with respect to the spare parts collateral, the quality of the repair and refurbishment of spare parts and the actual number and condition of spare parts. Accordingly, we cannot assure you that the proceeds realized on any exercise of remedies will equal the appraised value of the intellectual property collateral, the spare parts collateral and, if applicable, the spare engines collateral, the aircraft collateral or the flight simulator collateral or be sufficient to satisfy in full payments due on the notes or the guarantees. See "Risk Factors—Risks Relating to the Collateral—The realizable value of the collateral may differ significantly from any appraised value."

The Fiduciary Sale Agreements

Relevant Brazilian Law

The fiduciary sale (*alienação fiduciária*) is a collateralized transaction under Brazilian law in which a debtor provisionally transfers its ownership in specified assets to a creditor, and these assets serve as collateral to the debtor's obligation.

While a fiduciary sale agreement provides for the provisional transfer of ownership rights in the collateral to a creditor, the possession of the collateral usually remains with the debtor, which holds the collateral on behalf of the creditor, but may continue to use the collateral in specific ways. The debtor is liable for any damages caused to the collateral.

Upon satisfaction by the debtor of its obligation, the ownership rights in the collateral automatically revert to the debtor. If the debtor defaults, the creditor becomes the owner of the collateral and is entitled to sell the collateral to third parties, *provided* that, among other requirements, the creditor initiates a legal proceeding and obtains a court order authorizing the seizure and sale of the collateral. See "—The Fiduciary Sale Agreement—Enforcement of Rights under the Fiduciary Sale Agreement."

In addition, you should be aware that the security interest granted in the non-rotable spare parts may not be valid under Brazilian law, as explained in "Risk Factors—Risks Relating to the Collateral—The security interest granted under the Fiduciary Sale Agreement in the non-rotable spare parts may not be valid under Brazilian law."

Enforcement of Collateral

Brazilian foreclosure proceedings

Upon default under the notes or guarantees, holders of the notes, or the trustee, subject to its rights under the Indenture, may notify GLA and/or GLAI (as applicable) of the default. If GLA and/or GLAI (as applicable) does not thereupon satisfy the obligation, the collateral agent on behalf of the holders of the notes, if and as instructed by the trustee, may foreclose the Asset Collateral extrajudicially or initiate a legal proceeding authorizing the seizure of the Asset Collateral.

An enforcement proceeding (*execução de título extrajudicial*) to collect the Asset Collateral may be commenced against GLA and/or GLAI (as applicable). After the process is served, GLA and/or GLAI (as applicable) have 3 (three) days to pay the debt and 15 (fifteen) days to challenge the enforcement proceeding. GLA can request an order to stay the enforcement proceeding in its defense until a judgment is rendered. If GLA and/or GLAI (as applicable) fails to pay the debt, the court shall proceed with attachment and appraisal of the Asset Collateral even if the stay order is granted on behalf of GLA and/or GLAI

(as applicable). However, the Asset Collateral can be foreclosed only if the stay order is denied or reversed. A creditor may foreclose the Asset Collateral either through a legal auction or a private sale. Proceeds from the sale are reverted to the holders of the notes. Collateral Assets cannot be sold for less than 50% of the minimum amount indicated in the appraisal report. The creditor also has the option to acquire permanent ownership of the Collateral Assets and, in that case, the creditor will acquire permanent ownership of the Collateral Assets by its judicial appraisal value.

Depending on the type of the collateral (such as equipment or aircraft or trademark) the creditors may choose to file a special proceeding to seize and foreclose the Asset Collateral instead of filling the enforcement proceeding (*execução de título extrajudicial*).

In relation to collateral over equipment/aircraft, creditors may seek the de-registration and export of the relevant aeronautical asset before the Brazilian Aeronautical Registry and the competent authorities by executing the Irrevocable De-registration and Export request Authorization (or "IDERA"), granted by GLA under the relevant fiduciary sale agreements. The IDERA is an instrument provided by the Cape Town Convention on International Interests in Mobile Equipment (the "Cape Town Convention") and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (the "Aircraft Protocol") ratified by Brazil, which may be used by creditors alongside the special proceedings to expedite the foreclosure of the Asset Collateral.

As to the foreclosure of a trademark, the Brazilian Patent and Trademark Office ("INPI") established an administrative procedure for the transfer of trademark ownership rights in case of a judicial sale to satisfy the obligations under the notes or guarantees. After the judicial foreclosure, court shall order INPI to register the transfer of the ownership rights to the buyer. Upon receipt of the judicial order by INPI, the buyer must file a petition proving that its activities are compatible with the trademark to obtain the license to use it or sell and transfer the trademark to a third party that has compatible activities with it.

The extrajudicial foreclosure of a trademark must follow the procedure established on the relevant fiduciary sale agreement. GLA and/or GLAI (as applicable) may file a lawsuit to challenge the extrajudicial foreclosure and request a stay order, provided that the court may request the granting of collateral to secure such order. If the stay order is denied or the extrajudicial foreclosure is not challenged, INPI should register the transfer of the trademark as explained above. Unless GLA and/or GLAI (as applicable) gives the trademark in payment, holders of the notes will be legally obliged to sell the trademark.

Insolvency proceedings

Insolvency proceedings affecting creditors are (i) judicial reorganization (*recuperação judicial*), (ii) extrajudicial reorganization (*recuperação extrajudicial*) and (iii) bankruptcy liquidation (*falência*) governed by Law No. 11,101/2005 ("Brazilian Bankruptcy Law").

Judicial Reorganization

All existing claims prior to the filing of judicial reorganization are subject to the judicial reorganization proceeding, even if the debts are not due at the date of filing. Credits (a) secured by fiduciary assignment/lien (*cessão/alienação fiduciária*), or under contracts of commercial leasing, sale of real property agreements with irrevocable effects clause or under reserve of title over assets; (b) arising from an advance of foreign exchange agreements (*adiantamento de contrato de câmbio*); and (c) tax claims, are not subject to the judicial reorganization ("Excluded Creditors"), in accordance with the current Brazilian Bankruptcy Law. The judicial reorganization request must be filed by the debtor (it is a voluntary proceeding) along with the documentation provided by the Brazilian Bankruptcy Law. The acceptance by the court of the processing of judicial reorganization stays the course of all lawsuits and enforcement proceedings filed against the debtor to claims subject to the judicial reorganization, for a maximum period of 180 days, which may be extended under case law for the same term or until the approval of the reorganization plan (the "Stay Period").

After the judicial reorganization proceeding is accepted by the court, the debtor must present a reorganization plan to creditors within 60 days, counted from the issuance of the decision accepting the judicial reorganization. The reorganization plan must be approved by the majority of creditors under specific rules for each class of creditors subject to the proceeding during a creditors' meeting or, in case it was rejected in the creditors' meeting, by a cram down proceeding if certain legal requirements are met. After its approval by the creditors' meeting, the court shall confirm the reorganization plan. The approval of a judicial reorganization plan novates all obligations subject to the reorganization proceeding and it is mandatory for the

debtor and all creditors subject to it, provided that such novation is conditioned to the fulfillment of debtor's plan obligations for the two years period of court supervision and it shall produce full effects after such period.

Extrajudicial Reorganization

An extrajudicial reorganization may affect adhering or non-adhering creditors to the extrajudicial reorganization plan if (i) the claims of the non-adhering creditors are dealt with in the extrajudicial reorganization plan and such plan is duly signed by creditors representing more than three-fifths of each species of claims treated therein or of a group of creditors of the same nature and similar payment conditions and (ii) the extrajudicial reorganization plan is presented in court for confirmation and for binding the non-adhering creditors. Claims arising from labor and the Excluded Creditors cannot be restructured through an extrajudicial reorganization plan.

Liquidation

Liquidation is a procedure carried out in the collective interest of the creditors of a certain debtor and culminates with a court liquidation, in which the main purpose is to sell the assets of the debtor in order to satisfy the credits held by each creditor in a legal payment order provided in the Brazilian Bankruptcy Law. In the liquidation proceeding, all debt and obligations denominated in foreign currency shall be converted into Brazilian Reais at the prevailing exchange rate on the date of declaration of the bankruptcy by the court. In addition, companies in Brazil may only remit funds out of Brazil and/or convert such funds into hard currency in strict compliance with foreign exchange rules, and there can be no assurance that such companies would have the ability to convert Brazilian Reais into U.S. Dollars or Euro, nor that such companies would be able to remit such funds out of Brazil. If the debtor's assets are insufficient to pay its creditors, no interest accrues on claims.

Fiduciary lien

During the Stay Period in the judicial reorganization, foreclosure of collateral may be subject to certain restrictions. For instance, (a) the foreclosure of assets that are deemed to be essential to carry out the debtor's activities; and (b) any credit rights and receivables pledged on behalf of creditors shall be deposited into a judicial account and shall not be withdrawn during the Stay Period. In some circumstances, Brazilian courts have impaired creditors' ability to seizure and sell the collateral granted as fiduciary lien (either in a legal proceeding predicated on a default under a facility agreement and guarantees or during a judicial reorganization after the expiration of the Stay Period), if such collateral is deemed essential to the continuation of the borrower's operations and business activities.

Obligations secured by the collateral under a fiduciary lien, such as the fiduciary sale agreements, are not included in and not subject to the reorganization plan, extrajudicial reorganization plan and liquidation, up to the amount secured by the collateral. Payment obligations secured by the collateral under a fiduciary sale agreement, such as the fiduciary sale agreements described herein, are not subordinated to claims that have statutory preference under Brazilian Bankruptcy Law, such as claims for salaries, wages, social security, taxes and court fees and expenses, among others, and shall be paid under a restitution process in the liquidation proceeding for transferring the title of the collateral to the creditor.

If the value of the Asset Collateral is not sufficient to satisfy payment obligations under the notes and guarantees, the holders of the notes would have an unsecured claim as to the difference that will be subject to the judicial reorganization/extrajudicial reorganization and shall be paid according to provisions set forth in the reorganization plan/extrajudicial reorganization plan or liquidation proceeding, and then subordinated to claims that have statutory preference.

Therefore, the holders of the notes may enforce their rights in the Asset Collateral during a judicial reorganization, subject to certain limitations. In case the debtor is under liquidation, the creditor will have the right to file a restitution claim to transfer the title of the collateral to the creditor.

Essential Nature of the Asset Collateral to GOL's operations and business activities

Brazilian Bankruptcy Law provides that secured creditors, including beneficiaries of a fiduciary lien, that have rights in assets considered to be essential to the debtor's business activities must wait for the expiration of the Stay Period before enforcing their rights. The Stay Period lasts for 180 days and is commonly extended by Brazilian courts to an additional 180-day period or until the reorganization plan is approved by the creditors' meeting.

Some courts have taken a protectionist approach *vis-à-vis* debtors under judicial reorganization and have decided that, in spite of the expiration of the Stay Period, secured creditors with rights in assets that are considered to be essential to the debtor's business activities may not enforce these rights because doing so would frustrate any plan of reorganization. See "Risk Factors—Risks Relating to the Collateral—Enforcement of rights in the collateral is subject to several difficulties, which may hinder holders of the notes from exercising their rights under the Fiduciary Sale Agreement."

While the essential nature of the Asset Collateral to GOL's operations and business activities may hinder the holders of the notes from seizing the Asset Collateral and selling it to third parties, the Fiduciary Sale Agreement is still a valid and enforceable agreement against GLA not subject to insolvency proceedings. Therefore, the holders of the notes may seek to enforce their credit rights against GLA pursuant to the terms of the Fiduciary Sale Agreement.

The protection given to the aviation industry

As mentioned, Brazil has ratified the Cape Town Convention and the Aircraft Protocol. Specifically, Brazil has made a declaration as a contracting state to apply Article XI, Alternative A, of the Aircraft Protocol, which grants the power to determine a fixed stay period during which aircraft lessors and other creditors may not seek to repossess their aircraft and aircraft objects (i.e. airframes and engines).

Article XI of the Aircraft Protocol states that the debtor shall return possession of the aircraft/engine object to the creditor no later than the earlier of (i) the end of the stay period of 30 calendar days, as specified by Brazil in its declaration as a contracting state; or (ii) the date on which the Creditor would be entitled to possession of the aircraft object had Article XI not been applicable. In the second case, as a rule, this means any provisions under local law or the contractually stipulated date.

In this regard, the Brazilian Bankruptcy Law provides that lessors are entitled to enforce its right against airline companies under the Cape Town Convention, since leasing is not subject to any insolvency proceedings. Consequently, the rule in effect prior to the adoption of the Cape Town Convention by Brazil was that insolvency cases did not stay the rights of lessors. Hence, under default of the debtor the lessor is entitled to repossess its asset (i.e. aircraft and aircraft objects).

Finally, it is worth mentioning that, in Avianca Brazil's 2020 reorganization plan's case, the Trial Court determined that the lessors could not repossess aircraft or equipment until the creditors' meeting that would vote Avianca's reorganization plan, under grounds that consumers rights would be affected if lessors repossessed its assets, thus disregarding the stay period of 30 days determined by the Aircraft Protocol. The lessors filed appeals against such decision and the State Court of Appeals from São Paulo reversed the Trial Court decision and authorized the repossession of the aircraft and equipment. The reasons for the State Court of Appeals from São Paulo decision was the application of the Cape Town Convention and the decision is final and unappealable.

DESCRIPTION OF THE INTERCREDITOR AGREEMENT

Upon the issuance of any indebtedness by GOL that shares any of the collateral securing the notes, the collateral agent and the trustees will enter into an intercreditor agreement to be governed by New York law, which will establish the relative priority and the rights in respect of the collateral of the holders of the notes and the holders of such additional indebtedness. A form of the intercreditor agreement is attached to the indenture. Pursuant to the intercreditor agreement, holders of the notes and holders of certain additional indebtedness will share the collateral on a *pro rata* basis to the extent of their matured claims and will agree that any enforcement on the collateral will require the consenting vote of holders of the notes and of holders of certain additional indebtedness that represent more than fifty percent of the aggregate principal amount of the notes and of certain additional indebtedness then outstanding, provided that if no such consenting vote is obtained within the time period prescribed in the intercreditor agreement, such percentages shall be further reduced from time to time thereafter, as further described in the intercreditor agreement.

The collateral agent will refrain from taking any action to exercise any rights with respect to the collateral unless it is instructed in writing to do so by the trustees representing the requisite group of holders referred to above.

If the trustees or the collateral agent collect any money pursuant to the exercise of remedies under the terms of the Collateral Documents and the intercreditor agreement, they shall pay out the money in the following order:

First: to the payment in full of all amounts constituting fees, indemnities, expenses (including any reasonable fees and expenses of legal counsel and consultants) and other amounts (other than principal and interest) owed to the trustees, the agents under the indentures and the collateral agent;

Second: to the payment in full to the secured parties of all amounts due and unpaid on the notes and certain additional indebtedness for principal and interest ratably;

Third: to the payment in full to the secured parties of any other amounts then owing to such secured parties; and

Fourth: to the Issuer, its successors or assigns, or as a court of competent jurisdiction may otherwise direct.

DESCRIPTION OF NOTES

We will issue the Notes pursuant to an indenture, to be dated as of the date of issuance, among the Issuer or Gol Finance; the Guarantors, Gol Linhas Aéreas Inteligentes S.A. or GLAI and Gol Linhas Aéreas S.A. or GLA; The Bank of New York Mellon, as trustee (which term includes any successor as trustee under the indenture), transfer agent, registrar and principal paying agent; and TMF Brasil Administração e Gestão de Ativos LTDA, as collateral agent. We refer to the guarantee issued by GLAI as the "GLAI Guarantee" and the guarantee issued by GLA as the "GLA Guarantee" (collectively, the "Guarantees"). Upon the issuance of any indebtedness by GOL that shares any of the collateral securing the notes, the collateral agent and the trustees will enter into an intercreditor agreement, which will establish the relative priority and the rights in respect of the collateral of the holders of the notes and the holders of such additional indebtedness.

The Notes and Guarantees will be secured by a first-priority Lien granted by the Collateral Documents (as defined below) in the Issue Date Collateral (as defined below), consisting of Spare Parts and the Pledged IP.

Such Collateral Documents will consist of (i) fiduciary sale agreements with respect to the Spare Parts, to be dated on or prior to the Issue Date, by and among, inter alia, GLA, as security provider and the collateral agent, for the benefit of the holders of Notes, as the secured parties and GLAI as an intervening party and (ii) fiduciary sale agreements in respect of the Pledged IP, to be dated on or prior to the Issue Date, by and among GLA or GLAI (as applicable), as security provider, and the collateral agent, for the benefit of the holders of the Notes, as the secured parties, and GLAI or GLA (as applicable) as an intervening party. Within 30 days after the Issue Date, the Issuer will take, or cause to be taken, certain actions to perfect the security interests created by such Collateral Documents as further described under "Description of Collateral—Issue Date Collateral".

Upon the issuance of any Additional Notes and/or Additional Pari Passu Obligations (each as defined below) or in order to cure any LTV Ratio (as defined below) deficiency, the Issuer may also grant a first-priority Lien in certain Additional Collateral (as defined below) pursuant to Collateral Documents that will be entered into at such time. Upon release of the Collateral, all of the obligations under the Notes and the Guarantees will become senior unsecured obligations of the Issuer and the Guarantors. See "—Release of Collateral."

This description of the Notes is a summary of the material provisions of the Notes, the indenture, the intercreditor agreement and the Collateral Documents. You should refer to the Notes, the indenture, the intercreditor agreement and the Collateral Documents for a complete description of the terms and conditions of the Notes, the indenture, the intercreditor agreement and the Collateral Documents, including the obligations of the Issuer and the Guarantors and your rights.

You will find the definitions of capitalized terms used in this section under "—Certain Definitions."

General

The Notes will:

- be senior obligations of the Issuer;
- be secured by the Collateral pursuant to the terms of the Collateral Documents and the intercreditor agreement, subject to the release of the Collateral (see "—Release of the Collateral");
- be in an initial aggregate principal amount of US$200.0 million; provided that in connection with the issuance of Additional Notes (as defined below), the Issuer is entitled to, without the consent of the holders thereof, increase the outstanding principal amount of the Notes by issuing Additional Notes under the indenture on the same terms and conditions as the Notes offered hereby, so long as (i) the Issuer is in compliance with the LTV Ratio after giving effect to the issuance of such Additional Notes, (ii) the Issuer and the Guarantors shall have entered into additional Collateral Documents and made all necessary filings so that any Additional Collateral required to be delivered in connection with the issuance of any Additional Notes is subject to first priority Liens in favor of the collateral agent, for the benefit of the secured parties, as Collateral for all of the obligations of the Issuer and the Guarantors under the Notes and the Guarantees, and (iii) no Default or Event of Default has occurred and is continuing or will occur as a result of or immediately after the issuance of the Additional Notes;
- mature on June 30, 2026; and
- be represented by one or more registered Notes in global form and may be exchanged for registered Notes in definitive non-global form only in limited circumstances.

Interest on the Notes will:

- accrue at the Interest Rate on the principal amount outstanding;
- accrue from the date of issuance;
- be payable in cash, semi-annually in arrears on June 30 and December 30 of each year, commencing on June 30, 2021;
- be payable to the holders of record on June 15 and December 15 immediately preceding the related interest payment dates; and
- be computed on the basis of a 360-day year comprised of twelve 30-day months.

The "Interest Rate" will be 8.00% per annum.

Default interest will accrue on overdue principal and interest at a rate 2.00% per annum higher than the interest rate otherwise applicable to the Notes.

The Notes offered hereby and the Additional Notes, if any, subsequently issued under the indenture will be treated as a single class for all purposes under the indenture, including waivers, amendments, redemptions and offers to purchase; provided, however, that unless such Additional Notes are issued under a separate CUSIP number, such Additional Notes must be fungible with the original notes for U.S. federal income tax purposes. Unless the context requires otherwise, (1) references to "Notes" and "notes" for all purposes of the indenture and this "Description of the Notes" section include any Additional Notes and (2) references to "principal amount" of Notes for all purposes of the indenture and this "Description of the Notes" section include any increase in the principal amount of outstanding Notes, including as a result of Additional Notes.

Further Issuances

On or prior to the date of issuance, the collateral agent and the trustee shall have received an Officer's Certificate of the Issuer and legal opinion from Brazilian external counsel satisfactory to the collateral agent and the trustee to the effect that, subject to certain exceptions and qualifications (see "Risk Factors—Risks Relating to the Notes, the Guarantees and the Collateral—The security interest granted under the Fiduciary Sale Agreement in the Non-Rotable Spare Parts may not be valid under Brazilian law."), each of the Collateral Documents required to be executed on such date has been duly authorized, executed and delivered by GLA and/or GLAI, as applicable, and constitutes the legal, valid, and binding obligation of GLA and/or GLAI, as applicable, enforceable against GLA and/or GLAI in accordance with its terms.

Each of GLA and GLAI shall take, or cause to be taken, all actions necessary, or requested by the collateral agent (acting in accordance with instructions provided by the trustee), to maintain each of the Collateral Documents to which it is a party in full force and effect and enforceable in accordance with its terms and to maintain and preserve the security interest created by the Collateral Documents and the priority thereof. In furtherance of the foregoing, GLA and GLAI shall ensure that all of the Collateral intended to be subject to the security interest granted by the Collateral Documents shall become subject to it having the priority contemplated pursuant to the terms of the Collateral Documents, the indenture and the intercreditor agreement.

On the date of issuance of the Notes, on the date of issuance of any Additional Notes and at such other times as the trustee or the collateral agent (acting in accordance with instructions provided by the trustee) may reasonably request in writing, the Issuer shall furnish, or cause to be furnished, to the trustee and the collateral agent, an opinion of legal counsel stating that, in the opinion of counsel, an action has been taken with respect to (1) amending or supplementing any of the Collateral Documents or executing new Collateral Documents in connection with Additional Collateral and providing any notices or acknowledgments, in each case, as is necessary to subject all the Collateral (including any Additional Collateral) to the security interest granted by the Collateral Documents and (2) the recordation of the amendment to any of the Collateral Documents or to the execution of new Collateral Documents and any other requisite documents as are necessary to maintain the security interest purported to be granted by the Collateral Documents or as are necessary to grant security interests over any Additional Collateral and reciting the details of the action or stating that, in the opinion of counsel, no such action is necessary to maintain the security interest. The opinion of counsel shall also describe the recordation of the amendment to any of the Collateral Documents or to the execution of any new Collateral Documents and any other requisite documents, or the taking of any other action that will, in the opinion of counsel, be required to maintain the security interest purported to be granted by the Collateral Documents or that will be required to grant any security interest in respect of any Additional Collateral after the date of the opinion.

Notwithstanding anything to the contrary contained in this Description of the Notes or in applicable law, neither the trustee nor the collateral agent shall have responsibility, among other things as set forth in the indenture, for (1) any loss of profits, indirect, consequential, incidental, special, punitive or related losses and/or damages; (2) preparing, recording or filing any instrument in any public office or for otherwise ensuring the perfection or maintenance of any security interest granted pursuant to, or contemplated by, the indenture and the Collateral Documents; (3) taking any necessary steps to preserve rights against any parties with respect to the Collateral; (4) taking any action to protect against any diminution in value of the Collateral; (5) errors in judgment made in good faith unless the trustee was grossly negligent in ascertaining pertinent facts; or (6) for monitoring or confirming (a) each of the Issuer's and the Guarantors' compliance with any of the covenants, including but not limited to, covenants regarding the granting, perfection or maintenance of any security interest, or (b) the market value of the Collateral or its sufficiency to satisfy in full payments due on the Notes.

Appraisals

The Issuer is required to furnish to the trustee and the Collateral Agent (A) on each interest payment date, (B) at any time on which Additional Collateral comprising Asset Collateral is required to be delivered but then solely with respect to such Additional Collateral and (C) at such times upon the request of the trustee during the continuance of a Default or Event of Default, in each case, until release of the Collateral (see "—Release of Collateral"), a certificate of a nationally or internationally recognized independent appraiser with respect to the Asset Collateral. The certificates are required to state the appraiser's opinion of the fair market value of the Asset Collateral, determined on the basis of a hypothetical sale negotiated in an arm's length free market transaction between a willing and able seller and a willing and able buyer, neither of whom is under undue pressure to complete the transaction, under then current market conditions (the "Fair Market Value").

Each appraisal shall determine the Fair Market Value by taking at least the following actions with respect to the Asset Collateral (including any Additional Collateral comprising Asset Collateral): (1) in respect of Collateral consisting of Spare Parts only, reviewing a parts inventory report prepared as of the applicable valuation date; (2) reviewing the appraiser's internal value database for values applicable to the Asset Collateral; (3) in respect of Collateral consisting of Spare Parts only, developing a representative sampling of a reasonable number of the different Spare Parts included in the Asset Collateral for which a market check will be conducted; (4) checking other sources, such as manufacturers, other airlines, U.S. government procurement data and airline parts pooling price lists, for current market prices of the sample parts referred to in clause (3); (5) in respect of Collateral consisting of Spare Parts only, establishing an assumed ratio of serviceable Spare Parts to unserviceable Spare Parts as of the applicable valuation date based upon information provided by GLA and/or GLAI and the independent appraiser's limited physical review of such Asset Collateral referred to in the following clause (6); (6) in respect of Collateral consisting of Spare Parts only, visiting at least two locations selected by the independent appraiser where Asset Collateral is kept by GLA, provided that at least one such location will be one of the top three locations at which GLA keeps the largest number of Spare Parts comprising Asset Collateral; (7) in respect of Collateral consisting of Spare Parts only, conducting a limited review of the inventory reporting system applicable to the Asset Collateral, including checking information reported in such system against information determined through physical inspection pursuant to the preceding clause (6); and (8) reviewing a sampling of the Spare Parts, Spare Engines and Aircraft documents (including tear-down reports).

The Issuer is required to furnish to the trustee (A) on the second interest payment date occurring during each calendar year and (B) at such times upon the request of the trustee during the continuance of a Default or Event of Default, in each case, until release of the Collateral (see "—Release of Collateral"), a certificate of morten beyer & agnew or another nationally or internationally recognized independent appraiser with respect to the Pledged IP.

Release of Collateral

Subject to the terms of the indenture, the Collateral Documents and the intercreditor agreement, the Issuer and the Guarantors will be entitled to the release of the Collateral from the security interest securing the obligations of the Notes under any one or more of the following circumstances:

1) in accordance with the indenture, the Collateral Documents and the intercreditor agreement, if at any time the collateral agent, if and as instructed by the trustee, forecloses upon or otherwise exercises remedies against the Collateral resulting in the sale or disposition thereof;

2) as described under "—Amendment, Supplement, Waiver" below;

3) upon payment in full of the principal of, together with accrued and unpaid interest on, the Notes that are due and payable;

4) upon a legal defeasance or covenant defeasance under the indenture as described below under "—Defeasance;" or

5) except with respect to the Pledged IP and (except in connection of a disposition of Spare Parts described under "Use and Possession of Spare Parts and the Spare Engines") Spare Parts, at any time at the election of the Issuer;

in each case, so long as (A) no Default or Event of Default will exist immediately after such release and (B) the LTV Ratio, immediately after giving effect to such release, will not exceed the Trigger LTV Ratio; and

provided, however, that, notwithstanding the foregoing, the security interest granted under the Collateral Documents will terminate in respect of the Notes on the maturity date of the notes, unless through passage of time, acceleration or otherwise there exists a due and payable payment obligation on the Notes on that date, in which case the security interest in the Collateral will terminate upon satisfaction of that payment obligation. As a consequence of the termination, the Collateral shall be automatically released.

Liens

The Issuer and the Guarantors are required to maintain the Collateral free of any Liens, other than certain permitted liens (which include Senior Liens over any Eligible Aircraft Collateral) and the rights of the holders of the Notes and the holders of any other indebtedness secured by such collateral in accordance with the indenture and the intercreditor agreement, if any, represented by the collateral agent, arising under the Collateral Documents.

Maintenance of Asset Collateral

The Issuer and the Guarantors are required to maintain the Asset Collateral in accordance with applicable law, excluding (i) Spare Parts that have become worn out or unfit for use and not reasonably repairable or obsolete, and (ii) Non-Rotable Spare Parts that have been consumed or used in GLA's operations. In addition, GLA must maintain all records, logs and other materials required by the Brazilian Civil Aviation Authority (Agência Nacional de Aviação Civil - ANAC) to be maintained in respect of the Asset Collateral.

Use and Possession of Spare Parts and the Spare Engines

GLA has the right to deal with the Spare Parts and any Spare Engines that are part of the Collateral in any manner consistent with its ordinary course of business. This includes the right to install on, or use in, any aircraft, engine or Spare Part leased to or owned by GLA any Spare Part or to install on any aircraft leased to or owned by GLA any Spare Engine. GLA may dismantle any Spare Part or Spare Engine that it deems worn out or obsolete, beyond economic repair or unfit or no longer suitable for use and may sell or dispose of any such Spare Part or Spare Engine or any salvage resulting from such dismantling, free from the security interest of the Collateral Documents.

GLA may not sell, lease, transfer or relinquish possession of any pledged Spare Part or Spare Engine without the prior written consent of the collateral agent (acting in accordance with instructions provided by the trustee), except as set forth below or as permitted by the Collateral Documents, the indenture and the intercreditor agreement. In the ordinary course of business, GLA may transfer possession of any Spare Part to the manufacturer thereof or any other organization for testing, overhaul, repairs, maintenance, alterations or modifications or to any person for the purpose of transport to any of the foregoing. GLA may also subject any Spare Part to a pooling, exchange, borrowing, or maintenance servicing agreement arrangement customary in the airline industry and entered into in the ordinary course of business, provided (i) there is no detriment to the secured parties' position; (ii) it shall not affect the priority or perfection of the liens of the Collateral Documents or the rights of the collateral trustee; and (iii) all requirements set forth in the Collateral Documents are fully observed by GLA, including but not limited to the subordination to the Collateral Documents of the rights of any lessee, assignee or third party which shall have possession to the Spare Parts and/or Spare Engines.

So long as no Default or Event of Default shall have occurred and be continuing and subject to certain terms of the indenture, GLA may enter into a lease with respect to any Rotable Spare Part to any certificated air carrier that is not then subject to any bankruptcy, insolvency, liquidation, reorganization, dissolution or similar proceeding and shall not have substantially all of its property in the possession of any liquidator, trustee, receiver or similar person. In the case of any such

lease, GLA will include, among other things, in such lease appropriate provisions which (i) make such lease expressly subject and subordinate to all of the terms of the indenture, including the rights of the holders of the Notes and of the holders of any other indebtedness secured by such collateral in accordance with the indenture and the intercreditor agreement, if any, represented by the collateral agent, to avoid such lease in the exercise of its rights to repossession of the Spare Parts thereunder and the requirement that GLA shall remain primarily liable for, among other things, the performance and observance of all terms of the indenture; (ii) require the lessee to comply with the insurance requirements of the indenture; (iii) require the lessee to effect all registrations necessary in whatever jurisdiction to perfect and protect the secured parties' rights in the Collateral and (iv) require that the Spare Parts subject thereto be used in accordance with the limitations applicable to GLA's use and possession of such Spare Parts provided in the indenture, the Collateral Documents and the intercreditor agreement.

In addition to, and notwithstanding anything to the contrary in, the above, GLA will be permitted to dispose of Spare Parts

1) in one or more transactions, if the value of the Spare Parts so disposed (determined by reference to the most recent Appraisal delivered before the disposal of the applicable Spare Parts) in aggregate does not exceed 25% of the value of the Spare Parts contained in the Issue Date Collateral (determined by reference to the initial Appraisal delivered for such Spare Parts) and

2) in one or more transactions, (A) in connection with entering into power-by-the-hour agreements, total care agreements, spare parts subscription agreements or similar arrangements with one or more unaffiliated entities, (B) if the value of the Spare Parts located in Brazil (determined by reference to the most recent Appraisal delivered before the disposal of the applicable Spare Parts) in aggregate does not exceed 75% of the value of the Spare Parts contained in the Issue Date Collateral (determined by reference to the initial Appraisal delivered for such Spare Parts) and (C) if part of the Collateral includes either Loyalty Receivables or shares of Smiles S.A. (or any successor entity),

so long, in each case, as no Default or Event of Default exists or would exist immediately after such transaction and the LTV Ratio immediately after such transaction would be no greater than the Trigger LTV Ratio.

GLA shall (i) maintain the Flight Simulators that comprise any part of the Collateral at a Designated Location and (ii) maintain the Aircraft that comprise any part of the Collateral registered with the Brazilian Aeronautical Registry and having a habitual lease, which shall be deemed a Designated Location for such Collateral, without any prejudice to GLA's right to operate such Collateral in the normal course of business in Brazil and other jurisdictions as required.

Each Spare Engine and each Aircraft that is part of the Collateral may be operated by GLA or, subject to certain restrictions, by certain other persons, including pursuant to wet leases. GLA may transfer possession of any Spare Engine or part comprising any Spare Engine in connection with testing, service, repair or maintenance, or certain permitted modifications or alterations.

GLA may, subject to certain restrictions:

1) subject any Aircraft or Spare Engine to an interchange agreement with (A) airlines domiciled in the United States or Brazil, (B) major international air carriers domiciled in certain permitted countries or countries that maintain diplomatic relations with the Unites States and Brazil, (C) Affiliates of GLA or (D) the governments of Brazil, Canada, France, Germany, Japan, The Netherlands, Sweden, Switzerland, United Kingdom or the United States (each, a "Permitted Lessee");

2) install any Spare Engines on other aircraft owned or leased by GLA or any Permitted Lessee; and

3) lease any Spare Engine or Aircraft that is part of the Collateral to any Permitted Lessees and to manufacturers in Australia, Brazil, Canada, Denmark, Finland, France, Germany, Iceland, Ireland, Japan Liechtenstein, Luxembourg, Monaco, Netherlands, New Zealand, Norway, Sweden, Switzerland, the United Kingdom and the United States;

provided that in each case of paragraphs (1) through (3) above (i) there is no detriment to the secured parties' position; (ii) it shall not affect the priority or perfection of the liens of the Collateral Documents or the rights of the collateral agent and the security interest purported to be granted by the Collateral Documents shall be maintained; (iii) all requirements set forth

in the Collateral Documents are fully observed by GLA, including that any of the arrangements described in paragraphs (1) through (3) above shall be subject to and subordinate to the Collateral Documents and (iv) the Issuer shall furnish, or cause to be furnished, to the trustee and the collateral agent, an opinion of legal counsel stating that, in the opinion of counsel, such actions have been taken to satisfy the conditions set forth in sub-paragraphs (i) through (iii).

Insurance

GLA is required to maintain customary insurance covering damage to the Asset Collateral. Such insurance must provide for the reimbursement of GLA's expenditure in repairing or replacing any damaged or destroyed Asset Collateral. If any such Asset Collateral is not repaired or replaced, such insurance must provide for the payment of the amount it would cost to repair or replace such Asset Collateral within a customary number of days after the date of loss, with proper deduction for obsolescence and physical depreciation.

GLA is also required to maintain third party liability insurance with respect to the Asset Collateral in an amount and scope as it customarily maintains for equipment similar to the Asset Collateral and with insurers of nationally or internationally recognized responsibility. GLA may self-insure the risks required to be insured against as described above in respect of any Asset Collateral in such amounts as shall be consistent with its normal practices, except for insurance mandatorily purchased under applicable law. The collateral agent will be a beneficiary of any proceeds from insurance claims related to the Asset Collateral.

Redemption

The Notes will not be redeemable, except as described below. Any optional or tax redemption may require the prior approval of the Central Bank.

Optional Redemption

After the second anniversary of the issue date, the Issuer may on any one or more occasions redeem the Notes, at its option, in whole or in part, at the following redemption prices (expressed as a percentage of the principal amount), plus accrued and unpaid interest and additional amounts (as described below under "—Additional Amounts"), if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the 12-month period commencing on the dates set forth below:

Period	Redemption Price
December 24, 2022	108.000%
December 24, 2023	104.000%
December 24, 2024 and Thereafter	100.000%

Any redemption of notes by the Issuer pursuant to this paragraph will be subject to either (i) there being at least US$150 million in aggregate principal amount of notes (including any Additional Notes) outstanding after such redemption; or (ii) the Issuer redeeming all the then outstanding principal amount of the notes.

Tax Redemption

If as a result of any change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction (as described below under "—Additional Amounts"), or any amendment to or change in an official interpretation, administration or application of such laws, rules or regulations (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 of the Notes, in the case of the Issuer or any Guarantor, or on or after the date a successor to the Issuer or any Guarantor assumes the obligations under the Notes and the Indenture or Guarantees, in the case of any such successor, (i) the Issuer or any successor to the Issuer has or will become obligated to pay any additional amounts as described below under "—Additional Amounts" in excess of the additional amounts the Issuer or any successor to the Issuer would be obligated to pay if payments were subject to withholding or deduction at a rate of 0% (or in the case of a successor, the rate of withholding applicable to payments on the notes in the jurisdiction of the successor to the Issuer on the date such successor

replaces the Issuer) or (ii) the Guarantors or any successor to the Guarantors has or will become obligated to pay additional amounts as described below under "—Additional Amounts" in excess of the additional amounts the Guarantors or any such successor to the Guarantors would be obligated to pay if payments were subject to withholding or deduction at a rate of 15% or at a rate of 25% in the case that the holder of the Notes is resident in a tax haven jurisdiction for Brazilian tax purposes (i.e., a country that does not impose any income tax or that imposes it at a maximum rate lower than 20% or where the laws impose restrictions on the disclosure of ownership composition or securities ownership) (or in the case of a successor whose jurisdiction is not Brazil, the rate of withholding applicable to payments on the notes in the jurisdiction of the successor to a Guarantor on the date such successor replaces a Guarantor) (each of the rates in (i) and (ii), a "Minimum Withholding Level"), the Issuer or any successor to the Issuer may, at its option, redeem all, but not less than all, of the 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 delivery of irrevocable notice of redemption to the holders not less than 30 days nor more than 90 days prior to the date fixed for redemption. No notice of such redemption may be given earlier than 90 days prior to the earliest date on which either (x) the Issuer or successor to the Issuer would, but for such redemption, become obligated to pay any additional amounts above the Minimum Withholding Level; or (y) in the case of payments made under the Guarantee, the Guarantors or any successor to the Guarantors would, but for such redemption, be obligated to pay the additional amounts above the Minimum Withholding Level. The Issuer or any successor to the Issuer shall not have the right to so redeem the Notes unless (a) it is obligated to pay additional amounts which in the aggregate amount exceed the additional amounts payable at the Minimum Withholding Level or (b) either Guarantor or any successor to the Guarantors is obliged to pay additional amounts which in the aggregate amount exceed the additional amounts payable at the Minimum Withholding Level. Notwithstanding the foregoing, the Issuer or any such successor shall not have the right to so redeem the 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 incorporation of the Guarantors or any successor to the Guarantors.

In the event that the Issuer or any successor to the Issuer elects to so redeem the Notes, it will deliver to the trustee: (i) an Officer's Certificate, signed in the name of the Issuer or any successor to the Issuer, stating that the Issuer or any successor to the Issuer is entitled to redeem the 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 (ii) an opinion of counsel, who is reasonably acceptable to the trustee, to the effect that (a) the Issuer, or any successor to the Issuer, or the Guarantors, or any successor to the Guarantors, has or will become obligated to pay additional amounts in excess of the additional amounts payable at the Minimum Withholding Level, and (b) such obligation is the result of a 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, rules or regulations, as described above.

Open Market Purchases

If the Issuer or its Affiliates purchase any Notes, such purchased Notes will not be resold, except in compliance with applicable requirements or exemptions under the relevant securities laws.

Payments

The Issuer will make all payments on the Notes exclusively in such coin or currency of the United States as at the time of payment will be legal tender for the payment of public and private debts.

The Issuer will make payments of principal and interest on the Notes to the principal paying agent (as identified on the inside back cover page of this private placement memorandum), which will pass such funds to the trustee and the other paying agents or to the holders.

The Issuer will make payments of principal upon presentation and surrender of the relevant Notes at the specified office of the trustee or any of the paying agents. The Issuer will pay principal on the Notes upon presentation and surrender thereof. Payments of principal and interest in respect of each note will be made by the paying agents by U.S. dollar check drawn on a bank in New York City and mailed to the holder of such note at its registered address. 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 note, such payment may be made by transfer to a U.S. dollar account maintained by the payee with a bank in New York City.

Under the terms of the indenture, payment by the Issuer or any of the Guarantors of any amount payable under the Notes or any of the Guarantees, as the case may be, on the due date thereof to the principal paying agent in accordance with the

indenture will satisfy the obligation of the Issuer, or any of the Guarantors, as the case may be, to make such payment; provided, however, that the liability of the principal paying agent shall not exceed any amounts paid to it by the Issuer or any of the Guarantors, as the case may be, or held by it, on behalf of the holders under the indenture.

All payments will be subject in all cases to any applicable tax or other laws and regulations, but without prejudice to the provisions of "—Additional Amounts." No commissions or expenses will be charged to the holders in respect of such payments.

Subject to applicable law, the trustee and the paying agents will pay to the Issuer upon written request any monies held by them for the payment of principal or interest that remains unclaimed for two years, and, thereafter, holders entitled to such monies must look to the Issuer for payment as general creditors. After the return of such monies by the trustee or the paying agents to the Issuer, neither the trustee nor the paying agents shall be liable to the holders in respect of such monies.

Additional Information

For so long as any Notes remain outstanding, the Issuer will make available to any noteholder or beneficial owner of an interest in the Notes, or to any prospective purchasers designated by such noteholder or beneficial owner, upon request of such noteholder or beneficial owner, and in addition to the information referred to under "—Covenants—Reporting Requirements" below, the information required to be delivered under paragraph (d)(4) of Rule 144A unless, at the time of such request, the Issuer is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act.

Form, Denomination and Title

The Notes will be in registered form without coupons attached in minimum denominations of US$2,000 and integral multiples of US$1,000 in excess thereof.

The Notes will be represented by one or more permanent global Notes in fully registered form without coupons deposited with a custodian for and registered in the name of a nominee of DTC.

Title to the Notes will pass by registration in the register. The registered holder of any note will (except as otherwise required by law and subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, writing on, or theft or loss of, the definitive note issued in respect of it), and no person will be liable for so treating the holder.

Transfer of Notes

Notes may be transferred in whole or in part in an authorized denomination upon the surrender of the note to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the registrar or the specified office of any transfer agent. Each new note to be issued upon exchange of Notes or transfer of Notes will, within three business days of the receipt of a request for exchange or form of transfer, be mailed at the risk of the holder entitled to the note to such address as may be specified in such request or form of transfer.

Notes will be subject to certain restrictions on transfer as more fully set out in the indenture. See "Transfer Restrictions." Transfer of beneficial interests in the global Notes will be effected only through records maintained by DTC and its participants. See "Form of the Notes."

Transfer will be effected without charge by or on behalf of the Issuer, the registrar or the transfer agents, but upon payment, or the giving of such indemnity as the registrar or the relevant transfer agent may require, in respect of any tax or other governmental charges which may be imposed in relation to it. The Issuer is not required to transfer or exchange any note selected for redemption.

No holder may require the transfer of a note to be registered during the period of 15 days ending on the due date for any payment of principal or interest on that note.

Additional Amounts

All payments by the Issuer (or any paying agent) in respect of the Notes or the Guarantors (or any paying agent) in

respect of the 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 whatever nature imposed or levied by or on behalf of Brazil or Luxembourg, or any authority therein or thereof or any other jurisdiction in which the Issuer or any Guarantor is organized, doing business or otherwise subject to the power to tax (any of the aforementioned being a "Taxing Jurisdiction"), unless the Issuer or the Guarantors (or any paying agent) are compelled by law to deduct or withhold such taxes, duties, assessments, or governmental charges. In such event, the Issuer or the Guarantors (or any paying agent), as applicable, will make such deduction or withholding, and the Issuer or the Guarantors, as applicable, will 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 notes after such withholding or deduction shall equal the respective amounts of principal (and premium, if any) and interest which would have been receivable in respect of the Notes in the absence of such withholding or deduction. 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 governmental charges in respect of such note by reason of the existence of any present or former connection between such holder (or between a fiduciary, settlor, beneficiary, member or shareholder of such holder, if such holder is an estate, a trust, a partnership, or a corporation) and the relevant Taxing Jurisdiction, including, without limitation, such holder (or such fiduciary, settlor, beneficiary, member or shareholder) being or having been a citizen or resident thereof, being incorporated therein, being or having been engaged in a trade or business or present therein or having or having had a permanent establishment therein, other than the mere holding of the note or enforcement of rights under the indenture and the receipt of payments with respect to the note;

2) in respect of Notes surrendered or presented for payment (if surrender or presentment is required) more than 30 days after the Relevant Date (as defined below) except to the extent that payments under such note would have been subject to withholdings and the holder of such note would have been entitled to such additional amounts, had the note been surrendered 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 governmental charges by reason of such holder'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, if (a) compliance is required by law as a precondition to, exemption from, or reduction in the rate of, the tax, duty, assessment or other governmental charge; and (b) the Issuer has given the holders at least 30 days' notice that holders will be required to comply with such certification, identification, documentation or other requirement;

4) in respect of any estate, inheritance, gift, sales, transfer, excise or personal property or similar tax, assessment or governmental charge;

5) in respect of any tax, assessment or other governmental charge which is payable other than by deduction or withholding from payments of principal, premium (if any), or interest on the note;

6) in respect of any tax imposed on overall net income or any branch profits tax;

7) in respect of any tax imposed pursuant to sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), any successor law or regulation implementing or complying with, or introduced in order to conform to, such sections or any intergovernmental agreement in respect thereof or any agreement entered into pursuant to section 1471(b)(1) of the Code; or

8) in respect of any combination of the above.

In addition, no additional amounts shall be paid with respect to any payment on a 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 or 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.

"Relevant Date" means, with respect to any payment on a 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.

The 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, neither the Issuer nor the Guarantors shall be required to make a payment with respect to any tax, assessment or 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 Notes described above are based on rates of deduction or withholding of withholding taxes in excess of the appropriate rate applicable to the holder of such 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 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. However, by making such assignment, the holder makes no representation or warranty that the Issuer will be entitled to receive such claim for refund or credit and incurs no other obligation (including, for the avoidance of doubt, any filing or other action) with respect thereto.

The Issuer and the Guarantors shall provide the trustee with documentation reasonably satisfactory to the trustee evidencing the payment of taxes in respect of which the Issuer or the Guarantors, as applicable, have paid any additional amounts. Copies of such documentation shall be made available by the trustee to the holders or the paying agents, as applicable, upon written request therefor.

The Issuer will also pay any present or future stamp, issue, registration, court or documentary taxes or any excise or property taxes, charges or similar levies (including any penalties, interest and other liabilities relating thereto) which arise in any jurisdiction from the execution, delivery, registration, enforcement or the making of payments in respect of the indenture or the Notes or the Guarantees, excluding any such taxes, charges or similar levies imposed by any jurisdiction that is not a Taxing Jurisdiction other than those resulting from, or required to be paid in connection with, the enforcement of the Notes following the occurrence of any Default or Event of Default.

Any reference in this private placement memorandum, the indenture or the Notes to principal, interest or any other amount payable in respect of the Notes by the Issuer or any of the Guarantees 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 subsection.

The foregoing obligation will survive termination or discharge of the indenture.

Covenants

The indenture contains the following covenants:

Limitation on Transactions with Affiliates

Neither the Issuer nor the Guarantors will, nor will the Issuer or the Guarantors permit any of their respective Subsidiaries to, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property, employee compensation arrangements or the rendering of any service) with, or for the benefit of, any Affiliate of the Issuer or the Guarantors, other than themselves or any Subsidiaries, (an "Affiliate Transaction") unless the terms of the Affiliate Transaction are no less favorable to the Issuer or the Guarantors or such Subsidiaries than 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.

Limitation on Consolidation, Merger or Transfer of Assets

Neither the Issuer nor the Guarantors will consolidate with or merge with or into, 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, unless:

1) the resulting, surviving or transferee Person (if not the Issuer or a Guarantor) will be a Person organized and existing under the laws of Brazil, Luxembourg, the United States of America, any State thereof or the District of Columbia, or any other country (or political subdivision thereof) that is a member country of the European Union or of the

Organization for Economic Co-operation and Development on the date of the indenture, and such Person expressly assumes, by a supplemental indenture to the indenture, executed and delivered to the trustee, all the obligations of the Issuer or the Guarantors under the Notes, the Guarantees (as applicable) and the indenture;

2) the resulting, surviving or transferee Person (if not the Issuer or a Guarantor), if organized and existing under the laws of a jurisdiction other than Brazil or Luxembourg, as applicable, undertakes, in such supplemental indenture, (i) to pay such additional amounts in respect of principal (and premium, if any) and interest as may be necessary in order that every net payment made in respect of the Notes after deduction or withholding for or on account of any present or future tax, duty, assessment or other governmental charge imposed by such other country or any political subdivision or taxing authority thereof or therein will not be less than the amount of principal (and premium, if any) and interest then due and payable on the Notes, subject to the same exceptions set forth under "—Additional Amounts," and (ii) that the provisions set forth under "Redemption—Tax Redemption" shall apply to such Person, but in both cases, replacing existing references in such clause to Brazil or Luxembourg, as applicable, or to the Taxing Jurisdiction with references to the jurisdiction of organization of the resulting, surviving or transferee Person as the case may be;

3) immediately prior to such transaction and immediately after giving effect to such transaction, no Default or Event of Default will have occurred and be continuing; and

4) the Issuer or the Guarantors will have delivered to the trustee an Officer's Certificate and an opinion of independent legal counsel, each stating that such consolidation, merger or transfer and such supplemental indenture, if any, comply with the indenture.

The trustee will accept such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set forth in this covenant, in which event it will be conclusive and binding on the holders.

Subject to clause (2) above and notwithstanding anything else to the contrary contained in the foregoing, any of the Guarantors may consolidate with or merge with the Issuer or any Subsidiary that becomes a Guarantor concurrently with the relevant transaction.

Repurchase of Notes upon a Change of Control

Not later than 30 days following a Change of Control, the Issuer will make an Offer to Purchase all outstanding Notes at a purchase price equal to 101% of the principal amount plus accrued interest to the date of purchase.

An "Offer to Purchase" must be made by written offer, which will specify the principal amount of Notes subject to the offer and 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 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 Notes pursuant to the offer.

A holder may tender all or any portion of its Notes pursuant to an Offer to Purchase, subject to the requirement that any portion of a Note tendered must be in a multiple of $1,000 principal amount; provided that if the notes are tendered in part, such holder shall hold in excess of US$10,000. Holders are entitled to withdraw 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 Note accepted for purchase pursuant to the Offer to Purchase, and interest on Notes purchased will cease to accrue on and after the purchase date (unless the Issuer defaults in payment of the purchase price, in which case interest will continue to accrue until the purchase price has been paid).

The Issuer 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.

The Issuer's ability to pay cash to the holders following the occurrence of a Change of Control may be limited by the Issuer's then existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make the required purchase of the notes. See "Risk Factors—Risks Related to the Notes—We may not have the funds necessary to finance any change of control repurchase offer, as required by the indenture."

The phrase "all or substantially all", as used with respect to the assets of GLAI in the definition of "Change of Control", is subject to interpretation under applicable law, and its applicability in a given instance would depend upon the facts and circumstances. As a result, there may be a degree of uncertainty in ascertaining whether a sale or transfer of "all or substantially all" the assets of GLAI has occurred in a particular instance, in which case a holder's ability to obtain the benefit of these provisions could be unclear.

Furthermore, holders may not be entitled to require us to repurchase their Notes upon a change of control in certain circumstances involving a significant change in the composition of our board, including in connection with a proxy contest where our board does not endorse a dissident slate of directors but approves them for purposes of clause ((iii)) of the definition of Change of Control.

Except as described above with respect to a Change of Control, the indenture does not contain provisions that permit the holder of the Notes to require that the Issuer purchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

The provisions under the indenture relating to the Issuer's obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or amended as described in "—Amendments and Waivers."

Reporting Requirements

The Issuer and the Guarantors will provide the trustee and the Collateral Agent (in the case of clauses (3) and (5) only) with the following reports (and will also provide the trustee with sufficient copies, as required, of the following reports referred to in clauses (1) through (4) below for distribution, at the expense of the Issuer and the Guarantors, to all holders of Notes upon written request):

1) an English language version of GLAI's annual audited consolidated financial statements prepared in accordance with IFRS promptly upon such financial statements becoming available but not later than 120 days after the close of its fiscal year;

2) an English language version of GLAI's unaudited quarterly financial information prepared in accordance with IAS 34 promptly upon such financial statements becoming available but not later than 60 days after the close of each fiscal quarter (other than the last fiscal quarter of its fiscal year);

3) on each Calculation Date and upon the date of delivery of any Additional Collateral, an Officer's Certificate (A) setting forth the LTV Ratio as of such Calculation Date or such other date, as the case may be, accompanied by a reasonably detailed calculation thereof and (B) stating whether a Default or an Event of Default exists on the date of such certificate and, if a Default or an Event of Default exists, setting forth the details thereof and the action which the Issuer and/or the Guarantors are taking or propose to take with respect thereto;

4) without duplication, English language versions or summaries of such other reports or notices as may be filed or submitted by (and promptly after filing or submission by) the Issuer or the Guarantors with (a) the CVM, (b) the Singapore Stock Exchange or any other stock exchange on which the Notes may be listed or (c) the SEC (in each case, to the extent that any such report or notice is generally available to its security holders or the public in Brazil or elsewhere and, in the case of clause (c), is filed or submitted pursuant to Rule 12g3-2(b) under, or Section 13 or 15(d) of, the Exchange Act, or otherwise); and

5) upon any officer of the Issuer or either Guarantor becoming aware of the existence of a Default or an Event of Default, an Officer's Certificate setting forth the details thereof and the action which the Issuer and/or the Guarantors are taking or propose to take with respect thereto.

Delivery of the reports referred to in clauses (1), (2) and (4) above 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 the Issuer's or the Guarantors' compliance with any of their covenants in the indenture (as to which the trustee is entitled to rely exclusively on Officer's Certificates).

Substitution of the Issuer

1) Notwithstanding any other provision contained in the indenture, the Issuer may, without the consent of the holders of the Notes (and by purchasing or subscribing for any Notes, each holder of the Notes expressly consents to it), be replaced and substituted by (i) GLAI or (ii) any wholly-owned Subsidiary of GLAI as principal debtor (in such capacity, the "Substituted Debtor") in respect of the Notes; provided that:

   (i) such documents shall be executed by the Substituted Debtor, the Issuer, GLAI and the trustee as may be necessary to give full effect to the substitution, including a supplemental indenture whereby the Substituted Debtor assumes all the Issuer's obligations under the indenture (together, the "Issuer Substitution Documents"), and (without limiting the generality of the foregoing) pursuant to which the Substituted Debtor shall undertake in favor of each noteholder, the trustee and the agents to be bound by the terms and conditions of the Notes and the provisions of the indenture as fully as if the Substituted Debtor had been named in the Notes and the indenture as the principal debtor in respect of the Notes in place of the Issuer (or any previous substitute) and the covenants of GLAI (in the case the Issuer is substituted by GLAI), the covenants of the Issuer (in the case the Issuer is substituted by a wholly-owned Subsidiary of GLAI), Events of Default and other relevant provisions shall continue to apply to the Issuer in respect of the Notes as if no such substitution had occurred, it being the intent that the rights of holders in respect of the Notes shall be unaffected by such substitution, subject to clause (b) below;

   (ii) without prejudice to the generality of the preceding paragraph, the Issuer Substitution Documents shall contain (x) a covenant by the Substituted Debtor and/or such other provisions as may be necessary to ensure that each noteholder has the benefit of a covenant in terms corresponding to the obligation of the Issuer in respect of the payment of additional amounts set forth in "—Additional Amounts," with the substitution for the references to Brazil or Luxembourg, as applicable, of references to the territory in which the Substituted Debtor is incorporated, domiciled and/or resident for taxation purposes; provided the Substituted Debtor is incorporated, domiciled or resident for taxation purposes in a territory other than Brazil or Luxembourg, as applicable, and (y) a covenant by the Substituted Debtor and the Issuer to indemnify and hold harmless the trustee and the agents and each noteholder against all taxes or duties which arise by reason of a law or regulation having legal effect or being in reasonable contemplation thereof on the date such substitution becomes effective, which may be incurred or levied against the trustee, any agent or such holder as a result of any substitution pursuant to the conditions set forth in this section and which would not have been so incurred or levied had such substitution not been made (and, without limiting the foregoing, any and all taxes or duties which are imposed on any such noteholder by any political subdivision or taxing authority of any country in which such noteholder resides or is subject to any such tax or duty and which would not have been so imposed had such substitution not been made);

   (iii) each stock exchange which has the Notes listed thereon shall have confirmed in writing that following the proposed substitution of the Substituted Debtor, the Notes would continue to be listed on such stock exchange, or if such confirmation is not received or such continued listing is impracticable or unduly burdensome, the Issuer or GLAI may de-list the Notes from the Singapore Stock Exchange or other exchange on which the Notes are listed; and, in the event of any such de-listing, GLAI shall use commercially reasonable efforts to obtain an alternative admission to listing, trading and/or quotation of the Notes by another listing authority, exchange or system within or outside the European Union as it may reasonably decide; provided, that if such alternative admission is not available or is, in the Issuer and GLAI's reasonable opinion, unduly burdensome, the Issuer and GLAI shall have no further obligation in respect of any listing of the Notes;

   (iv) the Issuer shall have delivered, or procured the delivery, to the trustee of a legal opinion addressed to the Issuer, the Substituted Debtor and the trustee from a leading firm of lawyers in the country of incorporation of the Substituted Debtor, to the effect that the Issuer Substitution Documents constitute legal, valid and binding obligations of the Substituted Debtor and have been duly authorized, such opinion(s) to be dated as of the date the Issuer Substitution Documents are executed and to be available for inspection by holders at the specified offices of the trustee;

   (v) the Issuer shall have delivered, or procured the delivery, to the trustee of a legal opinion addressed to the Issuer, the Substituted Debtor and the trustee from a leading firm of Luxembourg or Brazilian lawyers acting for the Issuer and GLAI, as the case may be, to the effect that the Issuer Substitution Documents have been duly authorized, executed and delivered by the Issuer and that they constitute legal, valid and binding obligations of the Issuer, such opinion to be dated as of the date the Issuer Substitution Documents are executed and to be

available for inspection by holders at the specified offices of the trustee;

(vi) the Issuer shall have delivered, or procured the delivery, to the trustee of a legal opinion addressed to the Issuer, the Substituted Debtor and the trustee from a leading firm of New York lawyers to the effect that the Issuer Substitution Documents constitute legal, valid and binding obligations of the parties thereto under New York law, such opinion to be dated as of the date the Issuer Substitution Documents are executed and to be available for inspection by noteholders at the specified offices of the trustee;

(vii) the Substituted Debtor shall have appointed a process agent in the Borough of Manhattan, the City of New York to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the indenture, Notes or the Issuer Substitution Documents;

(viii) there is no outstanding Default or Event of Default in respect of the Notes;

(ix) the substitution complies with all applicable requirements established under the laws of Brazil;

(x) the substitution shall not result in the secured parties failing to maintain a first-priority perfected Lien in the Collateral and shall not otherwise impair or adversely impact the Collateral or the rights of any of the secured parties therein or impose any transfer restrictions on any Collateral or hinder or delay any foreclosure on the Collateral or otherwise impair the collateral agent's ability to sell or otherwise realize against the Collateral; and

(xi) each of the Substituted Debtor, GLAI and the Issuer shall deliver to the trustee an Officer's Certificate, executed by their respective authorized officers, certifying that the terms of this section have been complied with and attaching copies of all documents contemplated herein.

2) Upon the execution of the Issuer Substitution Documents and the satisfaction of the conditions referred to in paragraph (a) above, the Substituted Debtor shall be deemed to be named in the Notes as the principal debtor in place of the Issuer (or of any previous substitute under these provisions) and the Notes shall thereupon be deemed to be amended to give effect to the substitution. Except as set forth above, the execution of the Issuer Substitution Documents shall operate to release the Issuer (or such previous substitute as aforesaid) from all its obligations in respect of the Notes and its obligation to indemnify the trustee under the indenture.

3) The Issuer Substitution Documents shall be deposited with and held by the trustee for so long as any note remains outstanding and for so long as any claim made against the Substituted Debtor or the Issuer by any noteholder in relation to the Notes or the Issuer Substitution Documents shall not have been finally adjudicated, settled or discharged. The Substituted Debtor, GLAI and the Issuer shall acknowledge in the Issuer Substitution Documents the right of every noteholder to the production of the Issuer Substitution Documents for the enforcement of any of the Notes or the Issuer Substitution Documents.

4) Not later than 10 business days after the execution of the Issuer Substitution Documents, the Substituted Debtor shall give notice thereof to the holders in accordance with the provisions described in "—Notices" below.

Collateral

Neither the Issuer nor any of the Guarantors will be permitted to take any action, or knowingly or negligently omit to take any action, which action or omission might or would have the result of materially impairing the security interest with respect to the Collateral for the benefit of the trustee and the holders of the Notes.

The Issuer and the Guarantors shall, on each interest payment date, beginning on December 31, 2021 (each such day, a "Collection Date"), ensure that the LTV Ratio shall be less than the Trigger LTV Ratio.

If the LTV Ratio is equal to or greater than the Trigger LTV Ratio as of any Calculation Date, the Issuer and the Guarantors shall (i) within 15 Brazilian Business Days from such Calculation Date, enter into and deliver all documents and agreements required to grant a first-priority Lien in any Additional Collateral for the benefit of the secured parties in order that the LTV Ratio shall be restored to a level at least equal to the Trigger LTV Ratio and (ii) ensure that the first-priority Lien in such Additional Collateral shall be perfected on or prior to the date falling 30 Brazilian Business Days after such Calculation Date (such 15 Brazilian Business Day period, which will automatically be extended to 30 Brazilian Business

Days if clause (i) above is complied with, the "Cure Period").

If (i) the Issuer or the Guarantors fail to restore the LTV Ratio to a level at least equal to the Trigger LTV Ratio on or prior to the expiry of the Cure Period and (ii) the LTV Ratio as of the Calculation Date immediately prior to the commencement of such Cure Period was less than or equal to 70%, then the Issuer will pay additional interest on all outstanding notes in an amount equal to 2.00% per annum of the principal amount of such notes commencing on such Calculation Date, and ending on the date on which the LTV Ratio is restored to the Trigger LTV Ratio. If, as of the next succeeding Calculation Date, the LTV Ratio is equal to or greater than the Trigger LTV Ratio, an Event of Default will occur on such succeeding Calculation Date.

If (i) the Issuer or the Guarantors fail to restore the LTV Ratio to a level at least equal to the Trigger LTV Ratio on or prior to the expiry of the Cure Period and (ii) the LTV Ratio was greater than 70% as of the Calculation Date immediately prior to the commencement of such Cure Period, an Event of Default will occur on the date of expiry of the Cure Period.

Events of Default

An "Event of Default" occurs if:

1) the Issuer defaults in any payment of interest (including any related additional amounts) on any Note when the same becomes due and payable and any such default continues for a period of 30 days;

2) the Issuer defaults in the payment of the principal (including any related additional amounts) of any Note when the same becomes due and payable at its Stated Maturity, upon acceleration or redemption or otherwise;

3) any of the Issuer or the Guarantors fails to ensure that the LTV Ratio is less than the Trigger LTV Ratio, when and as required in accordance with the terms set forth in "Collateral";

4) if GLA fails to (a) amend the Collateral Documents related to Spare Parts to update the market value thereof, the list of Spare Parts or the location of the Spare Parts, in accordance with the terms and conditions provided for in the Collateral Documents relating to such Spare Parts; or (b) make the necessary fillings, registrations and annotations related to such amendments in accordance with the terms and conditions provided for in the Collateral Documents relating to such Spare Parts;

5) any of the Issuer or the Guarantors fails to comply with any of its covenants or agreements in the Notes, the indenture or any of the Collateral Documents (other than those referred to in (1), (2), (3) and (4) above), and such failure continues for 60 days after the notice specified below;

6) the Issuer fails to make an Offer to Purchase and thereafter accept and pay for Notes tendered when and as required pursuant to "Repurchase of Notes Upon a Change of Control";

7) any of the Issuer, the Guarantors 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 Debt for money borrowed by any of the Issuer, the Guarantors or any such Significant Subsidiary (or the payment of which is guaranteed by any of the Issuer, the Guarantors or any such Significant Subsidiary) whether such Debt or guarantee now exists, or is created after the date of the indenture, which default (a) is caused by failure to pay principal of or premium, if any, or interest on such Debt after giving effect to any grace period provided in such Debt on the date of such default ("Payment Default") or (b) results in the acceleration of such Debt prior to its express maturity and, in each case, the principal amount of any such Debt, together with the principal amount of any other such Debt under which there has been a Payment Default or the maturity of which has been so accelerated, totals US$50.0 million (or the equivalent thereof at the time of determination) or more in the aggregate;

8) one or more final non-appealable judgments or decrees for the payment of money of US$50.0 million (or the equivalent thereof at the time of determination) or more in the aggregate are rendered against any of the Issuer, the Guarantors 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, either (a) an enforcement proceeding has been commenced by any creditor upon such judgment or decree and is not dismissed within 30 days following commencement of such enforcement proceedings or (b) there is a period of 60 days

following such judgment during which such judgment or decree is not discharged, waived or the execution thereof stayed;

9) an involuntary case or other proceeding is commenced against any of the Issuer, the Guarantors or any Significant Subsidiary with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect seeking the appointment of a trustee, receiver, administrador judicial, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding remains undismissed and unstayed for a period of 60 days; or an order for relief is entered against any of the Issuer, the Guarantors or any Significant Subsidiary under the federal bankruptcy laws as now or hereafter in effect and such order is not being contested by any of the Issuer, the Guarantors or such Significant Subsidiary, as the case may be, in good faith or has not been dismissed, discharged or otherwise stayed, in each case within 60 days of being made;

10) any of the Issuer, the Guarantors or any Significant Subsidiary (i) commences a voluntary case or other proceeding seeking liquidation, reorganization, concordata or other relief with respect to itself or its debts under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under any such law, (ii) consents to the appointment of or taking possession by a receiver, administrador judicial, liquidator, assignee, custodian, trustee, sequestrator or similar official of any of the Issuer, the Guarantors or any Significant Subsidiary or for all or substantially all of the property of any of the Issuer, the Guarantors or any Significant Subsidiary or (iii) effects any general assignment for the benefit of creditors;

11) any event occurs that under the laws of Brazil or any political subdivision thereof or any other country has substantially the same effect as any of the events referred to in any of clause (9) or (10);

12) (A) an "Event of Default" has occurred under any credit agreement, indenture or similar agreement evidencing Additional Pari Passu Obligations or (B) any enforcement action is taken in respect of the Collateral, including the taking of any steps to foreclose, enforce or require the foreclosure or enforcement against any of the Collateral or otherwise exercise any rights or remedies with respect to the Collateral in accordance with the intercreditor agreement and/or any of the Collateral Documents;

13) any Guarantee ceases to be in full force and effect, other than in accordance with the terms of the indenture, or a Guarantor denies or disaffirms its obligations under its Guarantee;

14) GLAI ceases to own directly 100% of the outstanding share capital of the Issuer; or

15) except as expressly permitted by the indenture and the Collateral Documents, any Collateral Document shall for any reason cease to be in full force and effect in all material respects, or any of the Issuer or the Guarantors or any of their Subsidiaries shall so assert, or any security interest created, or purported to be created, by any of the Collateral Documents shall cease to be enforceable and of the same effect and priority purported to be created thereby.

A Default under clause (5) above will not constitute an Event of Default until the trustee or the holders of at least 25% in principal amount of the Notes outstanding, as the case may be, notify the Issuer and the Guarantors of the Default and the Issuer and the Guarantors, as the case may be, do not cure such Default within the time specified after receipt of such notice.

The trustee is not to be charged with knowledge of any Default or Event of Default or knowledge of any cure of any Default or Event of Default unless a responsible officer of the trustee with direct responsibility for the indenture has received written notice of such Default or Event of Default from the Issuer, the Guarantors or any holder.

If an Event of Default (other than an Event of Default specified in clause (9), (10), (11) or (12)(B) above) occurs and is continuing, the trustee or the holders of not less than 25% in principal amount of the Notes then outstanding may declare all unpaid principal of and accrued interest on all Notes to be due and payable immediately, by a notice in writing to the Issuer and the trustee, and upon any such declaration such amounts will become due and payable immediately. If an Event of Default specified in clause (9), (10), (11) or (12)(B) above occurs and is continuing, then the principal of and accrued interest on all Notes will become and be immediately due and payable without any declaration or other act on the part of the trustee or any holder.

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 have offered to the trustee indemnity reasonably satisfactory to the

trustee. Subject to such provision for the indemnification of the trustee, the holders of a majority in aggregate principal amount of the outstanding Notes 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.

Each of the Collateral Documents and the intercreditor agreement provides that if an Event of Default has occurred and is continuing, the collateral agent may, if and as instructed by the trustee, exercise certain rights or remedies available to it under the agreements or under applicable law. The collateral agent will take such action, or refrain from taking such action, with respect to an Event of Default (including with respect to the exercise of any rights or remedies under each of the Collateral Documents and the intercreditor agreement), only as the trustee shall instruct the collateral agent in writing. The collateral agent will not be required to take any action or refrain from taking any action in connection with the exercise of remedies under each of the Collateral Documents and the intercreditor agreement or to take any action or refrain from taking any action at the direction or instructions of the trustee under the Collateral Documents, the intercreditor agreement or the indenture unless it shall have received indemnification against any risks or costs incurred in connection therewith in form and substance reasonably satisfactory to the collateral agent, including, without limitation, adequate advances against costs which may be incurred by it in connection therewith.

The intercreditor agreement provides for the order of payment in case of collection of any money pursuant to the exercise of remedies under the indenture or the Collateral Documents. See "Description of the Intercreditor Agreement."

The trustee, upon prior written notice to the Issuer, may fix a record date and payment date for any payment to holders of amounts received from the exercise of remedies. At least 15 days before the record date, the trustee will mail to each holder and the Issuer a notice that states the record date, the payment date and amount to be paid.

Defeasance

The Issuer or any Guarantor may at any time terminate all of its obligations with respect to the Notes ("defeasance"), except for certain obligations, including those regarding any trust established for a defeasance and obligations to register the transfer or exchange of the Notes, to replace mutilated, destroyed, lost or stolen Notes, the obligations owed to the trustee and the agents and to maintain agencies in respect of Notes. The Issuer or any Guarantor may at any time terminate its obligations under certain covenants set forth in the indenture, and any omission to comply with such obligations will not constitute a Default or an Event of Default with respect to the Notes issued under the indenture ("covenant defeasance"). In order to exercise either defeasance or covenant defeasance, the Issuer or such Guarantor must irrevocably deposit in trust, for the benefit of the holders of the Notes, with the trustee money or U.S. government obligations, or a combination thereof, in such amounts as will be sufficient, in the opinion of an internationally recognized firm of independent public accountants expressed in a written certificate delivered to the trustee, without consideration of any reinvestment, to pay the principal of, and interest on the Notes to redemption or maturity and comply with certain other conditions, including: (i) in the case of covenant defeasance, the Issuer must deliver to the trustee opinions of U.S., Luxembourg and Brazilian counsel to the effect that the beneficial owners of the outstanding Notes will not recognize income, gain or loss for U.S., Luxembourg or Brazilian federal income tax purposes, as the case may be, as a result of such covenant defeasance and will be subject to U.S., Luxembourg or Brazilian federal income tax, as the case may be, on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred), or (ii) in the case of defeasance, the Issuer must deliver to the trustee an opinion of Luxembourg and Brazilian counsel to the effect that the beneficial owners of the outstanding Notes will not recognize income, gain or loss for Luxembourg or Brazilian federal income tax purposes, as the case may be, as a result of such defeasance and will be subject to Luxembourg or Brazilian federal income tax, as the case may be, on the same amounts, in the same manner, and at the same times as would have been the case if such defeasance had not occurred, and an opinion of U.S. counsel stating that: (x) the Issuer has received from, or there has been published by, the U.S. Internal Revenue Service a ruling or (y) since the issue date of the Notes, there has been a change in applicable U.S. federal income tax law, in either case to the effect that (and based thereon such opinion shall confirm that) the beneficial owners of the outstanding Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such defeasance and will 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 defeasance had not occurred. In the case of defeasance or covenant defeasance, the Guarantees will terminate.

Amendment, Supplement, Waiver

Subject to certain exceptions, the indenture may be amended or supplemented with the consent of the holders of at least a majority in principal amount of the Notes then outstanding, and any past Default or Event of Default or compliance with any

provision may be waived with the consent of the holders of at least a majority in principal amount of the Notes then outstanding. However, without the consent of each holder of an outstanding note affected thereby, no amendment or waiver may:

1) reduce the principal amount of or change the Stated Maturity of any payment on any note;

2) reduce the rate of any interest on any note;

3) reduce the amount payable upon redemption of any note or change the time at which any note may be redeemed;

4) reduce the amount payable or change the time of payment of any amount specified under "—Change of Control Consideration";

5) change the currency for payment of principal of, or interest or any additional amounts on, any note;

6) make any change in the provisions of the indenture relating to the contractual rights of holders expressly set forth in the indenture to institute suit for the enforcement of any right to payment on or with respect to any note;

7) make any change in the provisions of the indenture relating to waivers of certain payment defaults with respect to the Notes;

8) reduce the principal amount of Notes whose holders must consent to any amendment or waiver;

9) make any change in the amendment or waiver provisions which require each holder's consent;

10) modify or change any provision of the indenture affecting the ranking of the Notes or any of the Guarantees in a manner adverse to the holders of the Notes; or

11) make any change in any of the Guarantees that would adversely affect the noteholders.

In addition, notwithstanding the foregoing, without the consent of the holders of at least 66⅔% in aggregate principal amount of the outstanding Notes, no amendment, supplement or waiver may release all or substantially all of the Collateral unless otherwise provided in the indenture, the Collateral Documents and the intercreditor agreement.

The holders of the Notes will receive prior notice as described under "—Notices" of any proposed amendment to the Notes or the indenture or any waiver described in the preceding paragraphs. After an amendment or any waiver described in the preceding paragraphs becomes effective, the Issuer is required to give to the holders a notice briefly describing such amendment or waiver. However, the failure to give such notice to all holders of the Notes, or any defect therein, will not impair or affect the validity of the amendment or waiver.

The consent of the holders of the Notes is not necessary to approve the particular form of any proposed amendment or any waiver. It is sufficient if such consent approves the substance of the proposed amendment or waiver.

The Issuer, the Guarantors, the trustee and the collateral agent (acting in accordance with instructions provided by the trustee) may, without the consent or vote of any holder of the Notes, amend or supplement the indenture, the Notes, the Collateral Documents or the intercreditor agreement, as the case may be, for the following purposes:

1) to cure any ambiguity, omission, defect or inconsistency;

2) to comply with the covenant described under "—Covenants—Limitation on Consolidation, Merger or Transfer of Assets";

3) to add guarantees or collateral with respect to the Notes;

4) to add to the covenants of the Issuer or the Guarantors for the benefit of holders of the Notes;

5) to surrender any right conferred upon the Issuer or the Guarantors;

6) to evidence and provide for the acceptance of an appointment by a successor trustee;

7) to allow for the Substitution of Debtor, as described under "—Substitution of the Issuer";

8) to effect an issuance of any Additional Notes in accordance with the terms of the indenture;

9) to provide for any guarantee or collateral of the Notes, to secure the Notes or to confirm and evidence the release, termination or discharge of any Guarantee or collateral of the Notes when the release, termination or discharge is permitted by the indenture, the Collateral Documents or the intercreditor agreement, as the case may be; or

10) make any other change that does not materially and adversely affect the rights of any holder of the Notes or to conform the indenture to this section "Description of the Notes."

Notices

For so long as Notes in global form are outstanding, notices to be given to holders will be given to the depositary, in accordance with its applicable policies as in effect from time to time. If Notes are issued in certificated form, notices to be given to holders will be deemed to have been given upon the mailing by first class mail, postage prepaid, of such notices to holders of the Notes at their registered addresses as they appear in the register maintained by the registrar.

Trustee

The Bank of New York Mellon is the trustee under the indenture.

The indenture contains provisions for the indemnification of the trustee and for its relief from responsibility. The obligations of the trustee to any holder are subject to such immunities and rights as are set forth in the indenture.

Except during the continuance of an Event of Default, the trustee needs to perform only those duties that are specifically set forth in the indenture and no others, and no implied covenants or obligations will be read into the indenture against the trustee. In case an Event of Default has occurred and is continuing, the trustee shall exercise those rights and powers vested in it by the 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 his own affairs. No provision of the indenture will require the trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties thereunder, or in the exercise of its rights or powers, unless it receives indemnity or security satisfactory to it against any loss, liability or expense.

The Issuer and its Affiliates may from time to time enter into normal banking and trustee relationships with the trustee and its Affiliates.

Governing Law and Submission to Jurisdiction

The Notes, the indenture, the intercreditor agreement and the Guarantees will be governed by the laws of the State of New York. The Collateral Documents will be governed by Brazilian law.

Each of the parties to the indenture and the intercreditor agreement will submit to the jurisdiction of the U.S. federal and New York State courts located in the Borough of Manhattan, City and State of New York for purposes of all legal actions and proceedings instituted in connection with the Notes, the Guarantees (as applicable), the indenture and the intercreditor agreement. Each of the Issuer, the Guarantors and the collateral agent will appoint National Corporate Research, Ltd., currently having an office at 10 E. 40th Street, 10th Floor, New York, New York, 10016, as their authorized agent upon which process may be served in any such action.

The provisions relating to meetings of bondholders contained at Articles 86 to 94-8 of the Luxembourg Act on commercial companies of August 10, 1915, as amended, shall not apply in respect of the Notes.

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 indenture, the Notes and the Guarantees, including damages. Any amount received or recovered in a currency other than 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 any Person in respect of any sum expressed to be due to it from the Issuer or the Guarantors in connection with the indenture, the Notes and the Guarantees will only constitute

a discharge to the Issuer or the Guarantors, as the case may be, to the extent of the dollar amount which 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 dollar amount is less than the dollar amount expressed to be due to the recipient, the Issuer and the Guarantors will indemnify such recipient against any loss sustained by it as a result; and if the amount of United States dollars so purchased is greater than the sum originally due to such recipient, such recipient will be deemed to have agreed to repay such excess. In any event, the Issuer and the Guarantors will indemnify the recipient against the cost of making any such purchase.

For the purposes of the preceding paragraph, it will be sufficient for the recipient to certify in a satisfactory manner (indicating the sources of information used) that it would have suffered a loss had an actual purchase of dollars been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of 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, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted by any holder of a note and will 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.

Certain Definitions

The following is a summary of certain defined terms used in the indenture. Reference is made to the indenture for the full definition of all such terms as well as other capitalized terms used herein for which no definition is provided.

"Additional Collateral" means any of the following: (i) Asset Collateral (other than the Spare Parts comprising the Issue Date Collateral), (ii) Eligible Account Receivables Collateral, (iii) Cash Collateral, (iv) Loyalty Receivables, (v) shares of Affiliates or direct or indirect Subsidiaries of GLA or GLAI and (vi) Eligible IP Collateral.

"Additional Pari Passu Obligations" means any obligations having Pari Passu Lien Priority relative to the Notes with respect to the Collateral and that is not secured by any other assets; provided that the trustee (or similar agent) for the holders of such obligations shall be or become a party to the Intercreditor Agreement.

"Affiliate" means, with respect to any specified Person, (a) any other Person which, directly or indirectly, is in control of, is controlled by or is under common control with such specified Person or (b) any other Person who is a director or officer (i) of such specified Person, (ii) of any subsidiary of such specified Person or (iii) of any Person described in clause (a) above. 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, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Aircraft" means any Eligible Aircraft that is owned by GLA or leased to GLA and owned by a special purpose entity in connection with a financing (including any financing by or guaranteed by an export credit agency).

"Aircraft Fiduciary Sale Agreement" means any agreement that may be entered into by and among GLA, as the fiduciary seller of the Aircraft, the holders of the Notes and the holders of the Exchangeable Notes, as the secured parties thereunder, represented by the collateral agent, and GLAI, as intervening party, pursuant to which GLA shall grant the first-priority Lien to the secured parties in the Aircraft.

"Asset Collateral" means any Rotable Spare Parts, Non-Rotable Spare Parts, Spare Engines, Aircraft and Flight Simulators, in each case, subject to a first-priority perfected Lien or, in the case of Aircraft subject to a Senior Lien, a second-priority perfected Lien granted pursuant to the terms of the Collateral Documents.

"Average Exchange Rate" means, as of any date of determination, the average of the Exchange Rate at 5:00 p.m. (New York City time) on each of the preceding 90 days.

"Capital Lease Obligations" means, with respect to any Person, any obligation which is required to be classified and accounted for as a capital lease on the face of a balance sheet of such Person prepared in accordance with IFRS; the amount of such obligation will be the capitalized amount thereof, determined in accordance with 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 upon which such lease may be terminated by the lessee without payment of a penalty.

"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 nonvoting), such Person's equity including any preferred stock, but excluding any debt securities convertible into or exchangeable for such equity.

"Cash Collateral" means all cash and Cash-Equivalents denominated in U.S. Dollars or Reais at any time and from time to time to be deposited in a cash collateral account subject to the first-priority Lien granted pursuant to the terms of the Collateral Documents.

"Cash-Equivalents" means (1) United States dollars, or money in other currencies received in the ordinary course of business that are convertible into United States dollars within three months, (2) U.S. Government Obligations with maturities not exceeding one year from the date of acquisition (3) (i) demand deposits, (ii) time deposits and certificates of deposit with maturities of one year or less from the date of acquisition, (iii) bankers' acceptances with maturities not exceeding one year from the date of acquisition, and (iv) overnight bank deposits, in each case with any bank or trust company organized or licensed under the laws of the United States or any state thereof having capital, surplus and undivided profits in excess of $500 million whose short-term debt is rated "A-2" or higher by S&P or "P-2" or higher by Moody's, (4) repurchase obligations with a term of not more than seven days for underlying securities of the type described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above, (5) commercial paper rated at least P 1 by Moody's or A 1 by S&P and maturing within six months after the date of acquisition, (6) money market funds at least 95% of the assets of which consist of investments of the type described in clauses (1) through (5) above.

"Change of Control" means the occurrence of any of (i) the direct or indirect sale or transfer of all or substantially all the assets of GLAI 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 GLAI; (iii) the first day on which a majority of the Board of Directors of GLAI consists of persons who were elected by shareholders who are not Permitted Holders; or (iv) the Issuer or any Guarantor, as the case may be, are liquidated or dissolved or adopt a plan of liquidation or dissolution other than in a transaction which complies with the provisions described under "—Covenants—Limitation on Consolidation, Merger or Transfer of Assets."

"Collateral" means the Issue Date Collateral and any Additional Collateral.

"Collateral Documents" means, collectively,

1) in respect of any Asset Collateral, the Fiduciary Sale Agreements;

2) in respect of the Pledged IP, the Fiduciary Transfer of Intellectual Property Rights Agreement;

3) in respect of any other Collateral, any security agreement, pledge agreement, assignment agreement, account control agreement, UCC financing statement, fiduciary sale (alienação fiduciária), fiduciary assignment (cessão fiduciária) or other agreements or documents of any kind required to be delivered in connection with any such Collateral and which creates or purports to create a first-priority Lien to the secured parties in such Collateral; and

4) any other document, agreement or instrument required to be delivered in connection with any of the foregoing and which creates or purports to create a first-priority Lien in any of the Collateral to the secured parties.

"CVM" means the Brazilian Securities Commission, or Comissão de Valores Mobiliários.

"Debt" means, with respect to any Person, without duplication:

1) 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, Notes or other similar instruments for the payment of which such Person is responsible or liable;

2) all Capital Lease Obligations of such Person;

3) 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 excluding trade accounts payable or other short-term obligations to suppliers payable within 180 days, in each case arising in the ordinary course of business);

4) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction (other than obligations with respect to letters of credit securing obligations (other than obligations described in clauses (1) through (3) above) entered into in the ordinary course of business of such person to the extent such letters of credit are not drawn upon or, if and 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);

5) all Hedging Obligations of such Person;

6) all obligations of the type referred to in clauses (1) through (5) of other Persons and all dividends of other Persons for the payment of which, in either case, 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);

7) all obligations of the type referred to in clauses (1) through (5) 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; and

8) any other obligations of such Person which are required to be, or are in such Person's financial statements, recorded or treated as debt under IFRS.

"Default" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"Designated Location" means Brazil.

"Eligible Account Receivables" means an account receivable other than credit card receivables owing to either of the Guarantors which satisfies the following requirements:

(a) the account receivable is denominated in Reais or U.S. Dollars;

(b) the account receivable results from the sale of goods or performance of services by the Guarantors in the ordinary course of its business;

(c) the account debtor is not claiming any defense to payment of the account receivable, whether well-founded or otherwise, in a court of competent jurisdiction;

(d) the account receivable is owned by the Guarantors free of any Liens or interests of others, except for the Lien in favor of the secured parties and statutory liens or permitted liens (including encumbrances that do not have priority over the Lien in favor of the secured parties);

(e) the account debtor is not an Affiliate or Subsidiary of the Guarantors;

(f) the account debtor has not (i) applied for, suffered, or consented to the appointment of any trustee, receiver, síndico, liquidator, custodian or other similar official of it or any substantial part of its property, (ii) filed, or had filed against it, any request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any bankruptcy, insolvency or other similar law now or hereafter in effect, (iii) admitted in writing its inability to pay its debts as they become due, or become generally unable to pay its debts as they become due, (iv) become insolvent, (v) made a general assignment for the benefit of its creditors or (vi) ceased operation of its business; and

(g) the account receivable is not unpaid 90 days after its due date under the original terms of sale or 90 days of its invoice

date, whichever occurs first.

"Eligible Account Receivables Collateral" means any Eligible Account Receivables subject to a first-priority perfected Lien granted pursuant to the terms of the Collateral Documents, provided that such first-priority perfected Lien shall be granted pursuant to the terms of a Brazilian law governed pledge (penhor).

"Eligible Account Receivables Collateral Value" means 80% of the Net Amount of Eligible Receivables Collateral.

"Eligible Aircraft" means any Boeing model B737-800, B737-700 or B737- MAX 8 family aircraft operated by GLA.

"Eligible IP Collateral" means all rights, owned or purported to be owned, or later developed or acquired and owned or purported to be owned, by Smiles S.A. (or its successor) or any of its subsidiaries, in and to all intellectual property comprising (a) all trademarks, service marks, brand names, designs, and logos that include the word "Smiles" or any successor brand (collectively, the "Loyalty Trademarks"), including (i) all causes of action and claims now or hereafter held by Smiles (or its successor) in respect of the Loyalty Trademarks, including, without limitation, the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof and (ii) all other trademark rights corresponding thereto and all other trademark rights of any kind whatsoever accruing under the Loyalty Trademarks; together, in each case, with the goodwill of the business connected with such use of, and symbolized by, each of the Loyalty Trademarks.

"Engine" shall mean an engine used, or intended to be used, to propel an Aircraft, including a part, appurtenance, and accessory of such Engine, powered by jet propulsion and having at least 1750 lb of thrust or its equivalent.

"Exchange Rate" means, the R$/Dollar rate, expressed as the amount of Reais per one U.S. Dollar as reported by the Central Bank of Brazil on the SISBACEN Data System and on its website (which, at the date hereof, is located at http://www.bcb.gov.br) under the sale index, option "all currencies," or any other official index disclosed by the Central Bank of Brazil that replaces the sale index, option "all currencies".

"Fiduciary Sale Agreements" means the collective reference to the Non-Rotables Fiduciary Sale Agreement, the Rotables Fiduciary Sale Agreement, the Spare Engine Fiduciary Sale Agreement, the Aircraft Fiduciary Sale Agreement and the Flight Simulator Fiduciary Sale Agreement, in each case, as amended and/or supplemented from time to time, as applicable.

"Flight Simulator Fiduciary Sale Agreement" means any agreement that may be entered into by and among GLA, as the fiduciary seller of the Flight Simulators, the holders of the Notes and the holders of any other indebtedness secured by such collateral in accordance with the indenture and the intercreditor agreement, if any, as the secured parties thereunder, represented by the collateral agent, and GLAI, as intervening party, pursuant to which GLA shall grant the first-priority Lien to the secured parties in the Flight Simulators.

"Flight Simulators" means the flight simulators and flight training devices owned by GLA or GLAI.

"guarantee" means any obligation, contingent or otherwise, of any person directly or indirectly guaranteeing any Debt or other obligation of any person and any obligation, direct or indirect, contingent or otherwise, of such person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation of such person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or pay, or to maintain financial statement conditions or otherwise) or (b) entered into for purposes of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, however, 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 each of (i) GLAI, (ii) GLA and (iii) any successor obligor under the Guarantee pursuant to the covenant described under the caption "—Covenants— Consolidation, Merger or Sale of Assets", unless and until the Guarantor is released from its Guarantee pursuant to the 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 "noteholder" means the person in whose name a note is registered in the register.

"IFRS" means the International Financial Reporting Standards as issued by the International Accounting Standards Board.

"Issue Date Collateral" means the Asset Collateral on the Issue Date comprising (i) Spare Parts and (ii) the Pledged IP, in each case, subject to the first-priority Lien granted pursuant to the terms of the Collateral Documents. For the avoidance of doubt, the Lien will not apply to (1) any Spare Part so long as it is incorporated in, installed on, attached or appurtenant to, or being used on, an aircraft, engine or Spare Part that is so incorporated, installed, attached, appurtenant or being used, (2) any Spare Part leased to, loaned to, or held on consignment by, GLA, and (3) any Spare Parts that are not specifically identified in the Fiduciary Sale Agreements. Aircraft shall not be included in the Issue Date Collateral.

"Lien" means any mortgage, pledge, security interest, encumbrance, conditional sale or other title retention agreement or other similar lien.

"Loyalty Receivables" means, with respect to any period and without duplication, the aggregate amount of real-denominated revenues of Smiles S.A. under its loyalty program contracts during such period together with all other payments to Smiles S.A. under its loyalty program contracts during such period.

"LTV Ratio" means, as of any date of determination, the ratio, expressed as a percentage, of (a) the sum of (i) the aggregate principal amount of Outstanding Notes plus (ii) the aggregate principal amount of any other Pari Passu Obligations, as of such date divided by (b) the Total Collateral Value, as of such date.

"Net Amount of Eligible Receivables Collateral" shall mean, at any time, the gross amount of Eligible Account Receivables Collateral (or, if denominated in Reais, the U.S. Dollar Equivalent thereof) less returns, discounts, claims, credits, promotional program allowances, price adjustments and allowances of any nature at any time issued, owing, granted, outstanding, available, or claimed (in each case without duplication, whether as a result of the failure to comply with the criteria set forth in the definition of Eligible Account Receivables or otherwise).

"Non-Rotable Spare Parts" means parts often described in the industry as "repairables" and "expendables" or "consumables." Repairables are replaceable parts or components, commonly economical to repair, and subject to being reconditioned to a fully serviceable condition over a period of time less than the life of the flight equipment to which they are related. Examples include many engine blades and vanes, some tires, seats, and galleys. A repairable cannot be a rotable and vice versa. Expendables or consumables consist of items for which no authorized repair procedure exists, and for which cost of repair would normally exceed that of replacement. Expendable items include nuts, bolts, rivets, sheet metal, wire, light bulbs, cable, and hoses.

"Non-Rotables Fiduciary Sale Agreement" means the agreement, dated on or around the date of the offering of the notes, entered into by and among GLA, as the fiduciary seller of the Non-Rotable Spare Parts, the holders of the Notes and the holders of the Exchangeable Notes, as the secured parties thereunder, represented by the collateral agent, and GLAI, as intervening party, pursuant to which GLA granted the first-priority Lien to the secured parties in the Non-Rotable Spare Parts as currently or in the future indicated in an exhibit to the Non-Rotables Fiduciary Sale Agreement.

"Officer's Certificate" means a certificate signed by any of the chief executive officer, the chief operating officer, the chief financial officer, the chief accounting officer, the treasurer, a director, the general counsel or any vice president of the Issuer or the applicable Guarantor, as the case may be.

"Pari Passu Lien Priority" means, relative to specified indebtedness, having equal Lien priority on specified Collateral (without regard to any waterfall provisions or the ability to exercise remedies) and subject to the Intercreditor Agreement.

"Pari Passu Obligations" means (i) the Notes obligations and (ii) any Additional Pari Passu Obligations.

"Permitted Holders" means any or all of the following:

1) an immediate family member of Messrs. Constantino de Oliveira, Henrique Constantino, Joaquim Constantino Neto and Ricardo Constantino or any Affiliate or immediate family member thereof; immediate family member of a person means the spouse, lineal descendants, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law and sister-in-law of such person; and

2) any Person the Voting Stock of which (or in the case of a trust, the beneficial interests in which) are owned at least 51% by Persons specified in clause (1).

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity, including a government or political subdivision or an agency or instrumentality thereof.

"Pledged IP" means all worldwide rights, owned or purported to be owned, or later developed or acquired and owned or purported to be owned, by GLAI or any of its subsidiaries, in and to all intellectual property comprising (a) all trademarks, service marks, brand names, designs, and logos that include the word "GOL" or any successor brand (collectively, the "Trademarks") and (b) the "www.voegol.com.br" domain name and similar domain names or any successor domain names (collectively, the "Domain Names"), including (i) all causes of action and claims now or hereafter held by GLA in respect of the Trademarks and Domain Names, including, without limitation, the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof and (ii) all other trademark rights corresponding thereto and all other trademark rights of any kind whatsoever accruing under the Trademarks and Domain Names; together, in each case, with the goodwill of the business connected with such use of, and symbolized by, each of the Trademarks and Domain Names.

"Real", "Reais" or "R$" means the legal currency of Brazil from time to time.

"Rotable Spare Parts" means parts that wear over time and can be economically restored to a serviceable condition and, in the normal course of operations, can be repeatedly reconditioned to a fully serviceable condition over a period approximating the life of the flight equipment to which they are related. Examples include avionics units, landing gears, auxiliary power units and major engine accessories.

"Rotables Fiduciary Sale Agreement" means the agreement, dated on or around the date of the offering of the notes, entered into by and among GLA, as the fiduciary seller of the Rotable Spare Parts, the holders of the Notes and the holders of the Exchangeable Notes, as the secured parties thereunder, represented by the collateral agent, and GLAI, as intervening party, pursuant to which GLA granted the first-priority Lien to the secured parties in the Rotable Spare Parts as currently or in the future indicated in an exhibit to the Rotables Fiduciary Sale Agreement.

"Senior Lien" means, with respect to any Eligible Aircraft Collateral, a lien in favor of a security trustee, collateral agent, security agent or other similar agent for the benefit of one or more lenders, noteholders or other creditors in a financing transaction (including a financing transaction by or guaranteed by an export credit agency).

"Spare Engines" means any Engine owned by GLA suitable for installation on an Eligible Aircraft that is owned by GLA.

"Spare Engine Fiduciary Sale Agreement" means each agreement, if any, entered into by and among GLA, as the fiduciary seller of the Spare Engines, the holders of the Notes and the holders of the Exchangeable Notes, as the secured parties thereunder, represented by the collateral agent, and GLAI, as intervening party, pursuant to which GLA granted the first-priority Lien to the secured parties in the Spare Engines.

"Spare Parts" means, collectively, Rotable Spare Parts and Non-Rotable Spare Parts.

"Significant Subsidiary" means any Subsidiary of GLAI (or any successor) which at the time of determination either (a) had assets which, as of the date of GLAI's (or such successor's) most recent quarterly consolidated balance sheet, constituted at least 10% of GLAI's (or such successor'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 GLAI's (or such successor's) most recent quarterly consolidated statement of income which constituted at least 10% of GLAI's (or such successor's) total revenues on a consolidated basis for such period.

"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).

"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.

"Total Collateral Value" means, on any date of determination:

1) the Fair Market Value of the Issue Date Collateral consisting of Spare Parts and of the Asset Collateral denominated in U.S. Dollars based on the most recent appraisal delivered prior to such date of determination (provided that the Fair Market Value of any Asset Collateral subject to a Senior Lien shall be reduced by the principal amount of the Indebtedness secured by such Senior Lien); plus

2) the Eligible Account Receivables Collateral Value denominated in U.S. Dollars (or, if denominated in Reais, 90% of the U.S. Dollar Equivalent thereof); plus

3) the face value of the Cash Collateral denominated in U.S. Dollars (or, if denominated in Reais, 90% of the U.S. Dollar Equivalent thereof);

4) the value of the Pledged IP, any other Eligible IP Collateral that is part of the Collateral denominated in U.S. Dollars based on the most recent appraisal delivered prior to such determination; plus

5) the value of any pledged shares, determined (i) in the case of shares traded on a public exchange, by reference to the trading price at the close of business on the Business Day preceding the date of determination or (ii) in the case of all other shares, by reference to the book value (without duplication) of the issuer of such shares and its assets net of its liabilities, as shown in the most recent quarterly consolidated financial statements of GLAI prepared in accordance with IFRS.

in each case, as of such date of determination; provided that to the extent that the Fair Market Value of any Non-Rotable Spare Parts that are "expendables" or "consumables" exceeds an amount equal to 30% of the Fair Market Value of all Spare Parts and Spare Engines that comprise Collateral, the Fair Market Value of such Non Rotable Spare Parts that are "expendables" or "consumables" in excess of such 30% shall be disregarded for the purposes of calculating the Fair Market Value of the Asset Collateral.

"Trigger LTV Ratio" means 65%.

"U.S. Dollar Equivalent" means, on any date of determination, with respect to any amount in Reais, the equivalent in U.S. Dollars of such amount, using the Average Exchange Rate calculated as of such 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.

TAXATION

The following discussion, subject to the limitations set forth below, describes material Luxembourg, Brazilian and United States tax considerations relating to your ownership and disposition of notes. This discussion does not purport to be a complete analysis of all tax considerations in Luxembourg, Brazil or the United States and does not address tax treatment of holders of notes under the laws of other countries or taxing jurisdictions. Holders of notes who are resident in countries other than Luxembourg, Brazil and the United States along with holders that are resident in those countries, are urged to consult with their own tax advisors as to which countries' tax laws could be relevant to them.

Luxembourg Taxation

This section provides for a general overview of the material Luxembourg tax consequences relating to your investment in the notes issued by the Issuer. This section is therefore not intended to provide for a comprehensive description of all the tax consequences related to your decision to invest in, hold or dispose of the notes.

Withholding Tax

As a general rule, under Luxembourg tax laws currently in effect, there is no withholding tax applicable to payments of interest to non-Luxembourg residents.

All payments by the Issuer in the context of the holding, disposal or redemption of the notes can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with applicable Luxembourg law, subject, however, to the application as regards Luxembourg resident individuals of the Luxembourg law of 23 December 2005 (the "23 December 2005 Law"), as amended by the Luxembourg law of 23 December 2016, which introduced:

- a 20% withholding tax (the "20% withholding tax") levied on interest and certain income assimilated to interest paid to Luxembourg resident individuals by a paying agent established in Luxembourg; and
- an optional 20% tax (the "20% tax") on interest and certain income assimilated to interest paid to Luxembourg resident individuals by a paying agent established in an E.U. Member State (other than Luxembourg) or a Member State of the European Economic Area.

The 20% withholding tax and the 20% tax operate a full discharge of income tax for Luxembourg resident individuals acting in the context of the management of their private wealth. Responsibility for the withholding of tax in application of the 23 December 2005 Law is assumed by the Luxembourg paying agent (in the case of the 20% withholding tax) and by the Luxembourg resident holder of the notes (in the case of the 20% tax).

Taxes on Income and Capital Gains

Non-resident Holders of Notes

A non-resident holder of notes, not having a permanent establishment or permanent representative in Luxembourg to which or to whom such notes are attributable, is not subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the notes. A gain realized by such non-resident holder of notes on the sale or disposal, in any form whatsoever, of the notes is further not subject to Luxembourg income tax.

A non-resident corporate holder of notes or an individual holder of notes acting in the course of the management of a professional or business undertaking, who has a permanent establishment or permanent representative in Luxembourg to which or to whom such notes are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the notes, and on any gains realized upon the sale or disposal, in any form whatsoever, of the notes.

Luxembourg Resident Corporate Holders of Notes

A corporate holder of notes must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realized on the sale or disposal, in any form whatsoever, of the notes, in its taxable income for Luxembourg income tax assessment purposes.

A corporate holder of notes that is governed by the law of May 11, 2007 on family estate management companies, as amended, or by the law of December 17, 2010 on undertakings for collective investment, as amended, or by the law of

February 13, 2007 on specialized investment funds, as amended, or by the law of July 23, 2016 on reserved alternative investment funds, and which does not fall under the special tax regime set out in article 48 thereof, is neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium or issue discount, nor on gains realized on the sale or disposal, in any form whatsoever, of the notes.

Net Wealth Tax

Luxembourg net wealth tax (without prejudice to the annual minimum net wealth tax) will not be levied on a corporate holder of a note unless:

- such holder is, or is deemed to be, resident in Luxembourg for the purpose of the relevant provisions and is not a holder of a note governed by (i) the laws of December 20, 2002, December 17, 2010 or the law of February 13, 2007 on undertakings for collective investment, or (ii) the law of March 22, 2004 on securitization, or (iii) the law of June 15, 2004 on the investment company in risk capital, or (iv) the law of May 11, 2007 on family estate management companies or (v) the law of July 13, 2005 on Luxembourg pension structures; or
- such note is attributable to an enterprise or part thereof which is carried on through a permanent establishment or a permanent representative.

Registration Tax

There is no Luxembourg registration tax, stamp duty or any other similar tax or duty due in Luxembourg by the holders of notes as a consequence of the issuance of the notes. No Luxembourg registration tax, stamp duty or other similar tax or duty is due either in case of a subsequent repurchase, redemption or transfer of the notes.

However, a fixed or ad valorem registration duty may be due upon the registration of the notes in Luxembourg if the notes are appended to a deed which is subject to mandatory registration, or in the case of a registration of the notes on a voluntary basis, or if the notes are lodged with the notary for his records.

Gift Tax

No Luxembourg gift tax is due upon the donation of notes unless such donation is registered in Luxembourg (which is generally not required).

Value Added Tax

No Luxembourg value added tax is levied with respect to (i) any payment made in consideration of the issuance of the notes; (ii) any payment of interest; (iii) any repayment of principal or upon redemption; and (iv) any transfer of the notes.

Brazilian Taxation

The following discussion is a general description of certain Brazilian tax aspects relating to the ownership and sale of the notes applicable to a holder of the notes that is an individual, entity, trust or organization resident or domiciled outside Brazil for tax purposes ("Non-Resident Holder"). The discussion is based on the tax laws of Brazil as in effect on the date hereof and is subject to any change in the Brazilian law that may come into effect after such date as well as to the possibility that the effect of such change in the Brazilian law may be retroactive and apply to rights created on or prior to the date thereof. The information set forth below is intended to be a general description only and does not purport to be a comprehensive description of all the tax aspects of the notes. Therefore, each Non-Resident Holder should consult his/her/its own tax advisor concerning the Brazilian tax consequences in respect of the notes, including the relevance to your particular situation of the considerations discussed below, as well as of state, local and other tax laws.

Investors should note that, as to the discussion below, other income tax rates or treatment may be provided for in any applicable tax treaty between Brazil and the country where the Non-Resident Holder is domiciled. This summary does not address any tax issues that affect solely our company, such as deductibility of expenses.

Interest or Principal Payment Under the Notes

Generally, a Non-Resident Holder is taxed in Brazil only when income is derived from Brazilian sources or gains are realized on the disposition of assets located in Brazil. Given that the Issuer is an entity incorporated under the laws of Luxembourg and is not registered to conduct business in Brazil, it would not qualify as a Brazilian resident company for purposes of the Brazilian tax legislation.

Therefore, as the Issuer should be considered domiciled outside of Brazil for tax purposes, any income (including accrued interest, fees, commissions, expenses, and any other income payable by the Issuer in respect of the Notes in favor of Non-Resident Holders) should not be subject to withholding or deduction in respect of Brazilian income tax or any other tax duties, assessments or governmental charges in Brazil, provided that such payments are made with funds held by the Issuer outside of Brazil.

Capital Gains

Capital gains realized on the sale or disposition of assets located in Brazil by a Non-Resident Holder are subject to taxation in Brazil regardless of whether the acquirer is resident or domiciled in Brazil, according to Section 26 of Law No. 10,833, enacted on December 29, 2003. Based on the fact that the notes are issued and registered abroad, the notes should not fall within the definition of assets located in Brazil for purposes of Law No. 10,833. Hence, gains arising from the sale or other disposition of the notes (which for the purposes of this paragraph includes any deemed income on the difference between the issue price of the notes and the price at which the notes are redeemed, or "original discount") made outside Brazil by a Non-Resident Holder to another non-Brazilian resident should not be subject to Brazilian taxes.

However, considering the general and unclear scope of Law No. 10,833 and the absence of judicial guidance in respect thereof, we cannot assure prospective investors that such interpretation will prevail in the courts of Brazil.

If income tax is deemed to be due, the gains may be subject to income tax in Brazil. For Non-Resident Holders that are not in Favorable Tax Jurisdictions (as defined below), income tax on gains realized on the sale or disposition of assets located in Brazil will subject to rates ranging from 15% to 22.5%, according to the amount of the gain. A rate lower than 15% may be provided for in an applicable tax treaty between Brazil and the country where the Non-Resident Holder is domiciled.

In case the Non-Resident Holder making the sale or disposition is located in a jurisdiction that does not impose any income tax or which imposes it at a maximum rate lower than 20%, or in a country or location where laws impose restrictions on the disclosure of shareholding composition or the ownership of investments, as currently prescribed by Article 1 of Normative Instruction No. 1,037/2010 issued by the Brazilian Revenue Service, or a Favorable Tax Jurisdiction, the gains will be subject to a flat 25% rate. See "—Discussion on Favorable Tax Jurisdictions."

In certain circumstances, if income tax is not paid, the amount of tax charged could be subject to an upward adjustment, as if the amount received by the Non-Resident Holder was net of taxes in Brazil (gross-up).

Payments Made by the Guarantors

If, by any chance, a Brazilian source is required, as a guarantor, to assume the obligation to pay any amount in connection with the notes to a Non-Resident Holder (including principal, interest or any other amount that may be due and payable in respect of the notes), Brazilian tax authorities could attempt to impose withholding income tax upon such payments.

Should the Guarantors be obliged to pay interest to a Non- Resident Holder in connection with the notes, withholding income tax at the rate of 15% may apply (or 25% if the Non-Resident Holder is located in a Favorable Tax Jurisdiction).

There is some uncertainty regarding the applicable tax treatment to payments of the principal amount by the Guarantors to Non-Resident Holders. However, there are arguments that can be sustained that payments made under the guarantees should be subject to imposition of the Brazilian income tax according to the nature of the guaranteed payment, in which case only interest and fees should be subject to taxation at the rates of 15%, or 25% in cases of beneficiaries located in a Favorable Tax Jurisdiction. There are no precedents from Brazilian courts endorsing that position and it is not possible to assure that such argument would prevail in court. Any other payments made by the Guarantors, such as fees and commissions, may be subject to specific tax treatment in Brazil, depending on the nature of the payment and the location of the respective Non-Resident Holder.

Please note that different rates may apply if the tax treaty between the country of residence of the Non-Resident Holder and Brazil sets forth a lower withholding income tax rate.

Foreclosure of Collateral

The sale of assets sourced in Brazil as a result of foreclosure of any security interest may be subject to income tax in Brazil. If the seller is a non-Brazilian resident that is not in Favorable Tax Jurisdictions (as defined below), income tax on gains realized on the sale or disposition of assets located in Brazil will subject to rates ranging from 15% to 22.5%, according to the amount of the gain, while if the seller is a non-Brazilian resident that is in a Favorable Tax Jurisdiction, income tax will

be due at a 25% flat rate. Such income tax will be withheld from the purchase price of the secured asset and therefore may reduce the net proceeds available for the payment of the secured obligation.

Discussion on Favorable Tax Jurisdictions

On June 4, 2010, Brazilian tax authorities enacted Normative Instruction No. 1,037 listing (1) Favorable Tax Jurisdictions and (2) the Privileged Tax Regimes, which definition is provided by Law No. 11,727, of June 23, 2008. On December 12, 2014, the Ministry of Finance issued Rule No. 488 narrowing the concept of Favorable Tax Jurisdictions and Privileged Tax Regimes to those that impose taxation on income at a maximum rate lower than 17%, if the relevant jurisdiction is committed to adopt international standards on tax transparency. Under Brazilian law, the aforementioned commitment is present if the relevant jurisdiction (i) has entered into (or concluded the negotiation of) an agreement or convention authorizing the exchange of information for tax purposes with Brazil and (ii) is committed to the actions discussed in international forums on tax evasion in which Brazil has been participating, such as the Global Forum on Transparency and Exchange of Information. Nevertheless, until now, there has been no amendment to Normative Ruling No. 1,037 to reflect such threshold modification.

Although we believe that the best interpretation of the current tax legislation could lead to the conclusion that the above mentioned Privileged Tax Regime concept should apply solely for purposes of Brazilian tax rules related to transfer pricing and thin capitalization, we cannot assure you whether subsequent legislation or interpretations by the Brazilian tax authorities regarding the definition of a Privileged Tax Regime provided by Law No. 11,727 will also apply for purposes of the imposition of Brazilian withholding income tax on payments of interest to a Non -Resident Holder. If Brazilian tax authorities determine that payments made to a Non-Resident Holder under a Privileged Tax Regime are subject to the same rules applicable to payments made to Non-Resident Holders located in a Favorable Tax Jurisdiction, the withholding income tax applicable to such payments could be assessed at a rate up to 25%.

We recommend prospective investors consult their own tax advisors from time to time to verify any possible tax consequences arising of Normative Ruling No. 1,037, as amended, and Law No. 11,727.

Other Brazilian Tax Considerations

Pursuant to Decree No. 6,306, of December 14, 2007, as amended, conversions of foreign currency into Brazilian currency or vice versa are subject to the tax on foreign exchange transactions ("IOF/Exchange"), including foreign exchange transactions in connection with payments made by a Guarantor under the guarantee to Non-Resident Holders. Currently, the IOF/Exchange rate is 0.38% for most foreign exchange transactions, including foreign exchange transactions in connection with payments under the guarantee by a Guarantor to Non-Resident Holders.

Despite the above, in any case, the Brazilian Government is allowed to reduce the IOF/Exchange rate at any time down to 0% or increase the IOF/Exchange rate at any time up to 25%, but only with respect to future foreign exchange transactions.

In addition, in the event payments by Guarantors made under the guarantee are qualified as credit transactions between the Brazilian party and the Issuer, Brazilian tax authorities could impose the Tax on Loan Transactions, or IOF-Loan, at a daily rate of 0.0041% likely limited to 365 days, added by a one-time 0.38% rate, summing up to approximately 1.88%.

Stamp, Transfer or Similar Taxes

Generally, there are no stamp, transfer or other similar taxes in Brazil applicable to the transfer, assignment or sale of the notes outside Brazil, nor any inheritance, gift or succession tax applicable to the ownership, transfer or disposition of the notes, except for gift and inheritance taxes imposed in some states of Brazil on gifts and bequests by a Non-Resident Holder to individuals or entities domiciled or residing within such Brazilian states.

THE ABOVE DESCRIPTION IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL BRAZILIAN TAX CONSEQUENCES RELATING TO THE OWNERSHIP OF THE NOTES. PROSPECTIVE PURCHASERS OF THE NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE TAX CONSEQUENCES OF THEIR PARTICULAR SITUATIONS.

Certain United States Federal Income Tax Considerations

The following is a general discussion based upon present law of certain U.S. federal income tax considerations for prospective purchasers of the notes. The discussion addresses only persons that purchase notes in the original placement at their original price, hold the notes as capital assets, and, in the case of U.S. Holders (as defined below), use the U.S. dollar as

their functional currency. The discussion does not consider the circumstances of particular purchasers, some of which (such as financial institutions, insurance companies, regulated investment companies, tax exempt organizations, dealers, traders who elect to mark their investment to market, persons that include income on an "applicable financial statement" subject to section 451(b) of the Code and persons holding the notes as part of a hedge, straddle, conversion, constructive sale or integrated transaction) are subject to special tax regimes. The discussion does not address any U.S. state, local or foreign taxes, the Medicare tax on net investment income or the U.S. federal alternative minimum tax. Prospective investors should note that no rulings have been, or are expected to be, sought from the U.S. Internal Revenue Service (the "IRS") with respect to any of the U.S. federal income tax consequences discussed below, and no assurance can be given that the IRS or a court will not take contrary positions.

EACH PROSPECTIVE PURCHASER IS URGED TO CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN THE NOTES UNDER THE LAWS OF THE UNITED STATES, BRAZIL, LUXEMBOURG AND ANY OTHER JURISDICTION WHERE THE PURCHASER MAY BE SUBJECT TO TAXATION.

For purposes of this discussion, "U.S. Holder" means a beneficial owner of a note that for U.S. federal income tax purposes is

- a citizen or individual resident of the United States,
- a corporation organized in or under the laws of the United States or any political subdivision thereof,
- a trust subject to the control of one or more U.S. persons and the primary supervision of a U.S. court or that has validly elected to be treated as a U.S. person, or
- an estate the income of which is subject to U.S. federal income taxation regardless of its source.

The treatment of partners in a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) that owns notes may depend on the status of such partners and the status and activities of the partnership. Partnerships (or other entities treated as partnerships for U.S. federal income tax purposes) holding notes and partners in such partnerships should consult their own tax advisors about the consequences of an investment in the notes.

Potential Contingent Payment Debt Instrument Treatment

In certain circumstances the Issuer may be required to make payments on a note that would change the yield of the note. See "Description of Notes—Repurchase of Notes upon a Change of Control" and "—Redemption—Optional Redemption." This obligation may implicate the provisions of Treasury regulations relating to contingent payment debt instruments ("CPDIs"). According to the applicable Treasury regulations, certain contingencies will not cause a debt instrument to be treated as a CPDI if such contingencies, as of the date of issuance, are "remote or incidental" or certain other circumstances apply. The Issuer intends to take the position that the notes are not CPDIs. This determination, however, is not binding on the IRS and if the IRS were to challenge this determination, a holder may be required to accrue income on the notes that such holder owns in excess of stated interest, and to treat as ordinary income rather than capital gain any income realized on the taxable disposition of such notes before the resolution of the contingency. In the event that such contingency were to occur, it would affect the amount and timing of the income that a U.S. Holder recognizes. U.S. Holders are urged to consult their own tax advisors regarding the potential application to the notes of the CPDI rules and the consequences thereof. The remainder of this discussion assumes that the notes will not be treated as CPDIs.

Interest on the Notes

Stated interest paid to a U.S. Holder, including the amount of any tax withheld from payments of stated interest, will be includible in such U.S. Holder's gross income as ordinary interest income at the time stated interest and additional amounts are received or accrued in accordance with such U.S. Holder's regular method of tax accounting for U.S. federal income tax purposes. If we are required to pay additional amounts with respect to interest paid on the notes, such additional amounts (including any tax withheld) should be treated as ordinary interest income as described in the foregoing sentence.

Interest on the notes generally will be treated as foreign source income for U.S. federal income tax purposes and generally will constitute "passive category" income for most U.S. Holders. Subject to generally applicable restrictions and conditions, including a minimum holding period requirement, a U.S. Holder generally will be entitled to a foreign tax credit

in respect of any foreign income taxes withheld on interest payments on the notes. Alternatively, the U.S. Holder may be able to deduct such foreign income taxes in computing taxable income for U.S. federal income tax purposes, provided that the U.S. Holder does not elect to claim a foreign tax credit with respect to any foreign income taxes paid or accrued during the taxable year. Any Brazilian IOF/Exchange tax generally may not be treated as a creditable foreign income tax for U.S. federal income tax purposes, although a U.S. Holder may be entitled to deduct such taxes subject to applicable limitations under the Code. You should consult your tax advisors regarding the U.S. federal income tax consequences of these taxes. The rules governing the foreign tax credit are complex. U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit or a deduction for foreign taxes paid under their particular circumstances.

Sale or Other Taxable Disposition of the Notes

Upon the sale or other taxable disposition (including redemption) of a note, a U.S. Holder generally will recognize taxable gain or loss equal to the difference, if any, between the amount realized on the sale or other taxable disposition (other than accrued but unpaid interest, which will be taxable as interest) and the U.S. Holder's adjusted tax basis in the note. A U.S. Holder's adjusted tax basis in a note generally will be equal to the amount that the U.S. Holder paid for the note. Any such gain or loss generally will be capital gain or loss and generally will be long-term capital gain or loss if the note has been held for more than one year at the time of its sale or other taxable disposition. Certain non-corporate U.S. Holders (including individuals) may be eligible for preferential rates of U.S. federal income tax in respect of long-term capital gains. The deductibility of capital losses is subject to limitations.

If Brazilian income tax is withheld on the sale or other taxable disposition of the notes, the amount realized by a U.S. Holder will include the gross amount of the proceeds of that sale or other taxable disposition before deduction of the Brazilian income tax. Capital gain or loss, if any, realized by a U.S. Holder on the sale or other taxable disposition of the notes generally will be treated as U.S. source gain or loss for U.S. foreign tax credit purposes. Consequently, in the case of a gain from the disposition of a note that is subject to Brazilian income tax, the U.S. Holder may not be able to benefit from the foreign tax credit for that Brazilian income tax unless the U.S. Holder can apply the credit against U.S. federal income tax payable on other income from foreign sources. Alternatively, the U.S. Holder may take a deduction for the Brazilian income tax if it does not elect to claim a foreign tax credit with respect to any foreign income taxes paid or accrued during the taxable year.

Substitution of the Issuer

The Issuer may, subject to certain conditions, be replaced and substituted by GLAI or one of GLAI's wholly-owned subsidiaries as principal debtor in respect of the notes (see "Description of Notes—Substitution of the Issuer"), which may be treated for U.S. federal income tax purposes as a deemed exchange of the notes for new notes and result in certain adverse tax consequences to U.S. Holders. The Issuer and the Substituted Debtor will have an obligation to indemnify each noteholder against all taxes or duties which arise by reason of a law or regulation having legal effect or being in reasonable contemplation thereof on the date such substitution becomes effective, which may be incurred or levied against such holder as a result of any substitution described under "Description of Notes—Substitution of the Issuer" and which would not have been so incurred or levied had such substitution not been made. U.S. Holders are urged to consult their own tax advisors regarding any potential adverse tax consequences to them that may result from a substitution of the Issuer.

U.S. Backup Withholding and Information Reporting

Information reporting generally will apply to payments of principal of, and interest on, notes (including additional amounts), and to proceeds from the sale, exchange or other taxable disposition (including redemption) of notes within the United States, or by a U.S. payor or U.S. middleman, to a U.S. Holder (other than an exempt recipient). Backup withholding may be required on reportable payments if the holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, information reporting and backup withholding requirements. Backup withholding is not an additional tax. A holder of notes generally will be entitled to credit any amounts withheld under the backup withholding rules against its U.S. federal income tax liability or to obtain a refund of the amounts withheld provided the required information is furnished to the IRS in a timely manner.

"Specified Foreign Financial Asset" Reporting

U.S. Holders that own "specified foreign financial assets" with an aggregate value in excess of US$50,000 (and in some circumstances, a higher threshold), may be required to file an information statement with respect to such assets with their U.S. federal income tax returns, currently on IRS Form 8938. The notes generally are expected to constitute "specified

foreign financial assets" unless they are held in accounts maintained by financial institutions. U.S. Holders are urged to consult their tax advisors regarding the application of this legislation to their ownership of the notes.

The above description is not intended to constitute a complete analysis of all tax consequences relating to the ownership of the notes. Prospective purchasers of notes should consult their own tax advisors concerning the tax consequences of their particular situations.

The above description is not intended to constitute a complete analysis of all tax consequences relating to the ownership and disposition of the notes. Prospective purchasers of notes should consult their own tax advisors concerning the tax consequences of their particular situations.

LUXEMBOURG LAW CONSIDERATIONS

The Issuer is organized under the laws of Luxembourg. Insolvency proceedings with respect to the Issuer could be required to proceed under the laws of the jurisdiction in which its "center of main interests," as defined in Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) (the "Recast EU Insolvency Regulation"), is situated at the time insolvency proceedings are commenced. Although there is a rebuttable presumption that the "center of main interests" or "COMI" will be in the jurisdiction where its registered office is situated (i.e., Luxembourg), this presumption is not conclusive. In particular, one of the main changes introduced by the Recast (EU) Insolvency Regulation which entered into application in EU Member States (except Denmark) on 26 June 2017 consists of increased scrutiny in situations where there has been a recent COMI shift. Where a company's COMI has shifted in the three months preceding the request for the opening of insolvency proceedings, the rebuttable presumption that its COMI is at the place of its registered office will no longer apply. Also, the opening of secondary proceedings in another EU Member State will be possible, not only if the debtor has an establishment in such EU Member State at the time of the opening of main insolvency proceedings, but also if the debtor had an establishment in such EU Member State in the three-month period prior to the request of opening of main insolvency proceedings. Therefore insolvency proceedings with respect to the Issuer may proceed under, and be governed by, Luxembourg insolvency laws or potentially by the insolvency laws of another jurisdiction if the center of main interests of the Issuer is determined to be in such other jurisdiction at the relevant time. The insolvency laws of such jurisdictions may not be as favorable to your interests as those of the United States or another jurisdiction with which you may be familiar.

If insolvency proceedings affecting the Issuer would be governed by Luxembourg insolvency laws, Luxembourg insolvency proceedings could have a material adverse effect on the Issuer's business and assets and the Issuer's respective obligations under the notes. Under Luxembourg insolvency laws, your ability to receive payment on the notes may be more limited than under other bankruptcy laws. The following types of proceedings, together referred to as insolvency proceedings, may be opened against an entity having its center of main interests or an establishment within the meaning of the Recast EU Insolvency Regulation in Luxembourg, in the latter case assuming that the center of main interests is located in a jurisdiction where the Recast EU Insolvency Regulation applies, or its central administration (*administration centrale*) is in Luxembourg (within the meaning of the Luxembourg Companies Act, as amended). (i) Bankruptcy (*faillite*) proceedings, the opening of which may be requested by the Issuer or by any of its creditors. Following such a request, a competent Luxembourg court may open bankruptcy proceedings if the Issuer (a) is unable to pay its debts as they fall due (*cessation de paiements*); and (b) has lost its commercial creditworthiness (*ébranlement de credit*). The main effect of these proceedings is the suspension of all measures of enforcement against the company, except, subject to certain limited exceptions, for enforcement by secured creditors. (ii) Controlled management proceedings (*gestion contrôlée*), the opening of which may only be requested by the Issuer and not by its creditors. A reorganization order in this context requires the prior approval by more than 50% in number of the creditors representing more than 50% of the Issuer's liabilities in order to take effect. (iii) Voluntary composition with creditors (*concordat préventif de faillite*), upon request only by the Issuer, subject to obtaining the consent of the majority of its creditors. The court's decision to admit the Issuer to a composition with participating creditors triggers a provisional stay on enforcement of claims by participating creditors while other creditors may pursue their claims individually. In addition, your ability to receive payment on the notes may be affected by a decision of a court to grant a suspension of payments (*sursis de paiement*) or to put the Issuer into judicial liquidation (*liquidation judiciaire*). Generally, during the insolvency proceedings, all enforcement measures by general secured and unsecured creditors against the Issuer are stayed, while certain secured creditors (pledgees or mortgagees) retain the ability to settle separately while the debtor is in bankruptcy. Liabilities of the Issuer in respect of the notes will, in the event of a liquidation of such Issuer following bankruptcy or judicial winding-up proceedings, rank junior to the cost of such proceedings, including debt incurred for the purpose of such bankruptcy or judicial winding-up, and those debts of the Issuer that are entitled to priority under Luxembourg law. Preferential rights arising by operation of law under Luxembourg law include (i) certain amounts owed to the Luxembourg Revenue; (ii) value-added tax and other taxes and duties owed to the Luxembourg Customs and Excise; (iii) social security contributions; and (iv) remuneration owed to employees. Transactions entered into or payments made by the Issuer during the hardening period (*période suspecte*), which is a maximum of six months and ten days, preceding the opening of insolvency proceedings, in particular the granting of security for antecedent debt or with inadequate consideration, shall be declared null and void. Further, if an adequate payment in relation to a due debt was made during the hardening period to the detriment of the general body of creditors, or if the party receiving such payment knew that the Issuer had ceased payments when such payment occurred, such preferential transactions may be invalidated. Generally, if the insolvency official demonstrates that the Issuer has given a preference to any person by defrauding the rights of creditors generally, a competent insolvency official, acting on behalf of the creditors, has the power to challenge such preferential transaction without limitation of time. In principle, a bankruptcy order rendered by a Luxembourg court does not result in an automatic termination of contracts except for personal (*intuitu personae*) contracts, that is, contracts for which the identity of the Issuer

or its solvency were crucial. However, the insolvency official may choose to terminate certain onerous contracts. As of the date of adjudication of bankruptcy, no interest on any unsecured claim will accrue in relation to the bankruptcy estate. Insolvency proceedings may consequently have a material adverse effect on the Issuer's business and assets and the Issuer's respective obligations under the notes (as Issuer).

PRIVATE PLACEMENT

BofA Securities, Inc., Deutsche Bank Securities, Inc. and Evercore Group L.L.C. will act as the sole and exclusive Placement Agents in connection with arranging, on a "best efforts" basis, the placement of the notes placed hereby.

The notes will not be registered with the SEC under the Securities Act and are only being placed and will only be issued in reliance upon the exemption from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof.

You should be aware that you may be required to bear the financial risk of an investment in the notes for an indefinite period of time.

We have agreed to indemnify the Placement Agents and their respective affiliates against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the Placement Agents and their respective affiliates may be required to make in respect of those liabilities.

Each purchaser of notes in the private placement pursuant to this private placement memorandum will be required to sign a purchase agreement (*Annex A* to this private placement memorandum).

The Issuer reserves the right to withdraw, cancel or modify the private placement and to reject any orders in whole or in part.

Acknowledgements

Each person receiving this private placement memorandum acknowledges, on its own behalf and/or in behalf of itself and any other person, entity or account, that: (1) (i) such person is a QIB, or (ii) such person is a "Non-U.S. Person" and (a) if such person intends on purchasing any notes on its own behalf, (x) it has its principal address outside the United States, and (y) it is located outside the United States, and/or (b) if such person intends on purchasing the notes solely on behalf of other persons, entities or accounts, each such other person, entity or account is a Non-U.S. Person and is located outside the United States; (2) by purchasing the notes, such person will make the representations, warranties, acknowledgements, covenants and agreements provided under this section and under "Selling Restrictions"; (3) such person is a sophisticated institutional investor and has sufficient knowledge, experience and expertise in financial, business and tax matters and in assessing securities (in particular illiquid investments and the related risks) and market, tax and all other relevant risks, including the specific risks of investing in Brazil and in the industry in which the Issuer and the Guarantors conduct their business; (4) such person became aware of this private placement and the notes were placed to such person by means of this private placement memorandum and/or by direct contact between such person and the Issuer, the Company or the Placement Agents and not by any other means, including, but not limited to, by any form of general solicitation or general advertising (as those terms are used under the Securities Act); (5) such person has such knowledge and experience in financial and business matters as to be capable of evaluating the merits, risks and suitability of investing in the notes (and has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision) and is aware that there are substantial risks incident to the purchase of the notes, including, but not limited to, those summarized under "Risk Factors"; (6) before purchasing the notes, such person will be given the opportunity to ask such questions, receive such answers and obtain such other information from the Issuer, the Company and their respective officers and directors (to the extent that the Issuer, the Company or such officers and directors possess the same or can acquire it without unreasonable effort or expense) as it (i) will deem necessary to verify the accuracy of the information referred to in this private placement memorandum and (ii) will deem relevant or necessary in order to make an investment decision with respect to the notes; (7) before purchasing the notes, such person will have had the chance to (i) adequately analyze and assess (including by conducting its own independent review and due diligence of the Issuer and the Guarantors) the merits and risks of an investment in the notes, (ii) determine that the notes are a suitable investment for such person, and (iii) perform its own legal, accounting and tax analysis and receive such investment, financial, tax, legal and other advice as it deems appropriate under the circumstances, and will have concluded that the investment in the notes (x) is fully consistent with it's financial requirements and financial condition, investment objectives and risk tolerance; (y) complies and is fully consistent with all of its investment policies, guidelines and restrictions; and (z) is a fit, proper and suitable investment for such person; (8) (i) such person will acquire the notes 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, (ii) such person has not solicited offers for, or offered or sold, and will not solicit offers for, or offer to sell, the notes by means of any form of general solicitation or general advertising (as those terms are used under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act, (iii) such person was not formed for the specific purpose of acquiring the notes, and (iv) such person and the other persons, entities or

accounts such person represents, if any, understands that no federal or state agency of any jurisdiction has passed upon the notes or the adequacy or accuracy of this private placement memorandum, or made any findings or determination as to the fairness of an investment in the notes; (9) the notes are illiquid and that (i) such person will be able at this time and in the foreseeable future to bear the economic risk of a total loss of such person's investment in the notes and is voluntarily assuming all risks associated with the purchase and holding of the notes, (ii) such person may be required to hold the notes indefinitely, (iii) such person has no need for liquidity with respect to the notes, (iv) such person has no need to dispose of the notes to satisfy any existing or contemplated undertaking or indebtedness, (v) such person acknowledges specifically that a possibility of total loss exists, and (vi) there is no established market for the notes and that no public market for the notes may develop; (10) such person agrees not to engage in hedging transactions with regard to the notes unless in compliance with the Securities Act; and (11) (i) in making the decision to purchase the notes, such person will rely solely upon the private placement memorandum and independent investigation made by such person and its independent assessment of the merits and risks of an investment in the notes, and (ii) such decision to purchase the notes will be formed based on such independent investigation of the Issuer, the Company and the notes, and such independent assessment of the merits and risks of an investment in the notes.

Qualifications of Investors

The notes may be purchased only by investors who satisfy certain investor suitability requirements established by us.

Limitation of Offering

The offer and sale of the notes placed hereby are made in reliance upon an exemption from or in transactions not subject to the Securities Act. Accordingly, distribution of this private placement memorandum has been strictly limited to persons satisfying the investor suitability requirements described herein, and this private placement memorandum does not constitute an offer to sell or a solicitation of an offer to buy with respect to any person not satisfying those qualifications.

How to Purchase Notes in the Private Placement

The notes sold in the private placement will be made available by the Issuer directly to investors. To purchase the notes we are placing pursuant to this private placement memorandum, you should carefully read this private placement memorandum and then proceed as follows:

- review the form of purchase agreement found under *Annex A* to this private placement memorandum. Complete the information requested, including the aggregate principal amount of notes to be purchased, and execute and deliver such purchase agreement as specified in the instructions set forth in the purchase agreement;
- by signing the purchase agreement, investors will be acknowledging that they have received and reviewed this private placement memorandum and that they agree to be bound by the terms of such purchase agreement and this private placement memorandum; and
- upon confirmation of the allocation of notes by the Issuer to such investor, pay the purchase price of the notes actually allocated to such investor in accordance with the terms of the purchase agreement and the instructions as set forth therein.

The Issuer reserves the right to withdraw, cancel or modify this offer and to accept or reject orders in whole or in part.

Sales Materials

This private placement is made only by means of this private placement memorandum (including any Annexes hereto). Except as described herein, neither we, the Placement Agents nor any other party has authorized the use of other sales materials in connection with this private placement. We may respond to specific questions from prospective investors and their advisors. No person has been authorized to give any information or to make any representations other than those contained in this private placement memorandum and any Annexes hereto, other than pursuant to a request for information of the Company and the information provided by the Company is specified to be covered by this paragraph and, if given or made, such information or representations must not be relied upon.

New Issue of Notes

The notes are a new issue of securities with no established trading market. We will use commercially reasonable efforts to list the notes on the SGX-ST, but there can be no assurance that the notes will be listed.

Settlement

Notes will be allocated by the Issuer to you on or about December 23, 2020, unless later extended by the Issuer by means of written notice (the "Allocation Date"). Only prospective investors to which the Issuer actually allocates notes shall receive by email, no later than on the business day immediately following the Allocation Date, (i) a counterpart of the Purchase Agreement confirming final allocation of notes to the investor and (ii) a final pricing term sheet in the form annexed to the form of the Purchase Agreement (the "Pricing Term Sheet") including the final terms of the notes as agreed between us and the investors that are purchasing.

The notes will be issued on the Issue Date against payment of the notes and will be available for delivery through DTC for the delivery of the notes on your account.

Other Relationships

The Placement Agents and their respective affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us and/or our affiliates. Consequently, they have received, or may in the future receive, customary fees, interest and commissions for these transactions.

In addition, in the ordinary course of their business activities, the Placement Agents and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve our securities and/or instruments or those of our affiliates. If any of the Placement Agents or their respective affiliates has a lending relationship with us, certain of those Placement Agents or their respective affiliates routinely hedge, and certain other of those Placement Agents or their respective affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, the Placement Agents and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities or those of our affiliates, including, potentially, the notes placed hereby. Any such credit default swaps or short positions could adversely affect the value of the notes placed hereby. The Placement Agents and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. In addition, the Placement Agents and/or their respective affiliates are or may be lenders, and in some cases agents or managers for the lenders, under credit facilities made to us.

Placement and Allocation

We and the Placement Agents will undertake marketing efforts for the placement of the notes to investors through a private placement in accordance with the laws of the applicable jurisdictions, upon exemptions from registration or public offering requirements.

Subscription and Sale Restrictions

The distribution of this private placement memorandum and the offer of the notes in certain jurisdictions may be restricted by law and persons into whose possession this document comes should inform themselves about and observe any such restrictions, including those set forth in "Selling Restrictions." Any failure to comply with these restrictions may constitute a violation of the securities laws of any of such jurisdiction.

SELLING RESTRICTIONS

The distribution of this private placement memorandum is restricted by law in certain jurisdictions. Persons into whose possession this private placement memorandum comes are required to inform themselves of and to observe any of these restrictions. This private placement memorandum does not constitute, and may not be used in connection with, an offer or solicitation by anyone in any jurisdiction in which an offer or solicitation is not authorized or in which the person making an offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make an offer or solicitation. Neither us nor the financial advisor accepts any responsibility for any violation by any person of the restrictions applicable in any jurisdiction.

We are not making an offer of the notes in any jurisdiction where the offer is not permitted. You must comply with all applicable laws and regulations in force in any jurisdiction in which you purchase the notes or possess or distribute this private placement memorandum, and you must obtain any consent, approval or permission required for your purchase of the notes under the laws and regulations in force in any jurisdiction to which you are subject or in which you make such purchase. We will not have any responsibility therefore.

Brazil

The notes may not be offered or sold in Brazil. The notes have not been, and will not be, registered with the CVM. Any public offering, sale, marketing effort or distribution of the notes in Brazil, as defined under Brazilian laws and regulations, requires prior registration under Law No. 6,385, of December 7, 1976, as amended, and Instruction No. 400, issued by the CVM on December 29, 2003, as amended. Documents relating to an offering of the notes by this private placement memorandum, as well as information contained in those documents, may not be distributed in Brazil, nor be used in connection with any offer for subscription or sale of the notes in Brazil. The notes may not be placed, offered or sold in Brazil, except in circumstances that do not constitute a public offering or distribution under Brazilian laws and regulations.

Notice to Prospective Investors in the European Economic Area and the United Kingdom

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA") or the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the "Insurance Mediation Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "Prospectus Directive"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or the United Kingdom may be unlawful under the PRIIPS Regulation. This Memorandum has been prepared on the basis that any offer of Notes in any Member State of the EEA or the United Kingdom will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of Notes. This Memorandum is not a prospectus for the purposes of the Prospectus Directive.

Notice to Prospective Investors in the United Kingdom

In addition, in the United Kingdom, this Memorandum is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are "qualified investors" (as defined in the Prospectus Directive) (i) who have professional experience in matters relating to investments falling within Article 19 (5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"). This document must not be acted on or relied on in the United Kingdom by persons who are not relevant persons. In the United Kingdom, any investment or investment activity to which this document relates is only available to, and will be engaged in with, relevant persons.

Singapore

This private placement memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the notes were not offered or sold or caused to be made the subject of an invitation for subscription or purchase and will not be offered or sold or caused to be made the subject of an invitation for subscription or purchase, and this prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the notes, has not been circulated or distributed, nor will it be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable within 6 months after that corporation or that trust has acquired the notes pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law; or

(4) as specified in Section 276(7) of the SFA.

Switzerland

This document, as well as any other material relating to the notes subject of the placement contemplated by this private placement memorandum, do not constitute an issue prospectus pursuant to Article 652a of the Swiss Code of Obligations. The notes will not be listed on the SWX Swiss Exchange and, therefore, the documents relating to the notes, including, but not limited to, this document, do not claim to comply with the disclosure standards of the listing rules of SWX Swiss Exchange and corresponding prospectus schemes annexed to the listing rules of the SWX Swiss Exchange. The notes may only be offered in Switzerland by way of a private placement, i.e. to a small number of selected investors only, without any public offer and only to investors who do not purchase the notes with the intention to distribute them to the public. The investors will be individually approached by us from time to time. This document, as well as any other material relating to the notes, is personal and confidential and do not constitute an offer to any other person. This document may only be used by those investors to whom it has been handed out in connection with the private placement described herein and may neither directly nor indirectly be distributed or made available to other persons without our express consent. It may not be used in connection with any other offer and shall in particular not be copied and/or distributed to the public in (or from) Switzerland.

Luxembourg

This private placement memorandum has not been approved by and will not be submitted for approval to the Luxembourg financial sector supervisory authority (*Commission de Surveillance du Secteur Financier*) for purposes of public offering or sale in Luxembourg. Accordingly, the notes may not be offered or sold to the public in Luxembourg, directly or indirectly, and neither this private placement memorandum nor any other private placement memorandum, form of application, advertisement or other material related to such notes may be distributed, or otherwise be made available in or from, or published in, Luxembourg except in circumstances which do not constitute an offer of securities to the public, subject to the prospectus requirements, in accordance with the Luxembourg Act of July 16, 2019 on prospectuses for

securities, as amended.

Mexico

The notes have not been registered with the National Registry of Securities maintained by the Mexican National Banking and Securities Commission and may not be offered or sold publicly in Mexico. This private placement memorandum may not be publicly distributed in Mexico.

Hong Kong

This private placement memorandum has not been approved by or registered with the Securities and Futures Commission of Hong Kong or the Registrar of Companies of Hong Kong. No person may offer or sell in Hong Kong, by means of any document, any notes other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No person may issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the notes which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Japan

The notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan, as amended, or the "FIEL," and, accordingly, the notes may not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan.

Chile

The notes being offered will not be registered under the Securities Market Law (*Ley de Mercado de Valores*) in the Securities Registry (*Registro de Valores*) or in the Foreign Securities Registry (*Registro de Valores Extranjeros*) of the CMF and, therefore, the notes are not subject to the supervision of the CMF. As unregistered securities in Chile, we are not required to disclose public information about the notes in Chile. Accordingly, the notes cannot and will not be publicly offered to persons in Chile unless they are registered in the corresponding Securities Registry. The notes may only be offered in Chile in circumstances that do not constitute a public offering under Chilean law or in compliance with CMF Rule 336. Pursuant to the Securities Market Law, a public offering of securities is an offering that is addressed to the general public or to certain specific categories or groups thereof. Considering that the definition of public offering is quite broad, even an offering addressed to a small group of investors may be considered to be addressed to a certain specific category or group of the public and therefore be considered public under applicable law. However, pursuant to CMF Rule 336, the notes may be privately offered in Chile to certain "qualified investors" identified as such therein (which in turn are further described in CMF Rule 216, dated June 12, 2008).

CMF Rule 336 requires the following information to be provided to prospective investors in Chile:

1. Date of commencement of the offer: December 4, 2020. The offer of the notes is subject General Rule (*Norma de Carácter General*) No. 336, dated June 27, 2012, issued by the CMF;

2. The subject matter of this offer are securities not registered with the Securities Registry (*Registro de Valores*) of the CMF, nor with the Foreign Securities Registry (*Registro de Valores Extranjeros*) of the CMF, due to the notes not being subject to the oversight of the CMF;

3. Since the notes are not registered in Chile there is no obligation by the issuer to make publicly available information about the notes in Chile; and

4. The notes shall not be subject to public offering in Chile unless registered with the relevant Securities Registry of the CMF.

CMF Rule 336 further requires the following information to be included in the Spanish language:

Aviso a los Inversionistas Chilenos

La oferta de los bonos se acoge a la Norma de Carácter General N°336 de la Comisión para el Mercado Financiero. Los bonos que se ofrecen no están inscritos bajo la Ley de Mercado de Valores en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la Comisión para el Mercado Financiero, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratarse de valores no inscritos en Chile, no existe obligación por parte del emisor de entregar en Chile información pública respecto de estos valores. Los bonos no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el Registro de Valores correspondiente. Los bonos solo podrán ser ofrecidos en Chile en circunstancias que no constituyan una oferta pública o cumpliendo con lo dispuesto en la Norma de Carácter General N°336 de la Comisión para el Mercado Financiero. De conformidad con la Ley de Mercado de Valores Chilena, se entiende por oferta pública de valores la dirigida al público en general o a ciertos sectores o a grupos específicos de éste. Considerando lo amplio de dicha definición, incluso una oferta dirigida a un pequeño grupo de inversionistas puede ser considerada como una oferta dirigida a ciertos sectores o a grupos específicos del público y por lo tanto considerada como pública bajo la ley aplicable. Sin embargo, en conformidad con lo dispuesto por la Norma de Carácter General N°336, los bonos podrán ser ofrecidos privadamente a ciertos "inversionistas calificados," identificados como tal en dicha norma (y que a su vez están descritos en la Norma de Carácter General N°216 de la Comisión para el Mercado Financiero de fecha 12 de junio de 2008).

La siguiente información se proporciona a potenciales inversionistas de conformidad con la Norma de Carácter General N°336:

1. La oferta de los bonos comienza el 4 de diciembre de 2020, y se encuentra acogida a la Norma de Carácter General N° 336, de fecha 27 de junio de 2012, de la CMF;

2. La oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la CMF, por lo que tales valores no están sujetos a la fiscalización de la CMF;

3. Por tratarse de valores no inscritos en Chile no existe la obligación por parte del emisor de entregar en Chile información pública sobre los mismos; y

4. Estos valores no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el Registro de Valores correspondiente.

Colombia

The notes have not been and will not be offered in Colombia through a public offering of securities pursuant to Colombian laws and regulations, nor will they will be registered in the Colombian National Registry of Securities and Issuers or listed on a regulated securities trading system such as the Colombian Stock Exchange.

Peru

The notes and the information contained in this private placement memorandum are not being publicly marketed or offered in Peru and will not be distributed or caused to be distributed to the general public in Peru. Peruvian securities laws and regulations on public offerings will not be applicable to the offering of the notes and therefore, the disclosure obligations set forth therein will not be applicable to the issuer or the sellers of the notes before or after their acquisition by prospective investors. The notes and the information contained in this private placement memorandum have not been and will not be reviewed, confirmed, approved or in any way submitted to the Peruvian Superintendency of Capital Markets (*Superintendencia del Mercado de Valores*), nor have they been registered under the Securities Market Law (*Ley del Mercado de Valores*) or any other Peruvian regulations. Accordingly, the notes cannot be offered or sold within Peruvian territory except to the extent any such offering or sale qualifies as a private offering under Peruvian regulations and complies with the provisions on private offerings set forth therein. The notes may not be offered or sold in the Republic of Peru except in compliance with the securities law thereof.

United Arab Emirates

The notes have not been, and are not being, publicly offered, sold, promoted or advertised in the United Arab Emirates (including the Dubai International Financial Centre) other than in compliance with the laws of the United Arab Emirates (and the Dubai International Financial Centre) governing the issue, offering and sale of securities. Furthermore, this private placement memorandum does not constitute a public offer of securities in the United Arab Emirates (including the Dubai

International Financial Centre) and is not intended to be a public offer. This private placement memorandum has not been approved by or filed with the Central Bank of the United Arab Emirates, the Securities and Commodities Authority of the United Arab Emirates or the Dubai Financial Services Authority.

General

None of the notes have been offered, sold or delivered and will not be offered, sold or delivered, directly or indirectly, and neither this private placement memorandum nor any other offering material relating to the notes in or from any jurisdiction will be distributed, except under circumstances that will result in compliance with the applicable laws and regulations thereof and that will not impose any obligations on the Issuer.

Investments in the notes outside the United States may be subject to stamp taxes and other charges in compliance with the laws and practices of the country of investment in addition to the price to investors on the cover page of this private placement memorandum.

ENFORCEMENT OF CIVIL LIABILITIES

Service of Process and Enforcement of Civil Liabilities in Luxembourg

The Issuer is a *société anonyme* organized under the laws of Luxembourg. Certain or all of the Issuer's directors and executive officers are non-residents of the United States. In addition, all or a substantial portion of the assets of the Issuer and substantially all of the assets of its directors are located outside the United States. As a result, it may not be possible for you to serve process on these persons or the Issuer in the United States or to enforce judgments obtained in U.S. courts against them or the Issuer based on civil liability provisions of the securities laws of the United States. It may be possible for investors to effect service of process upon the Issuer within Luxembourg provided that The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters of November 15, 1965 is complied with.

We have been advised by our Luxembourg counsel that the United States and Luxembourg are not currently bound by a treaty providing for reciprocal recognition and enforcement of judgments, other than arbitral awards rendered in civil and commercial matters. According to our Luxembourg counsel, an enforceable judgment for the payment of monies rendered by any U.S. federal or state court based on civil liability, whether or not predicated solely upon U.S. securities laws, would not directly be enforceable in Luxembourg. However, a party who received such favorable judgment in a U.S. court may initiate enforcement proceedings in Luxembourg (*exequatur*) by requesting enforcement of the U.S. judgment by the District Court (*Tribunal d'Arrondissement*) pursuant to Section 678 of the New Luxembourg Code of Civil Procedure. The District Court will authorize the enforcement in Luxembourg of the U.S. judgment if it is satisfied that all of the following conditions are met:

- the U.S. court has applied the substantive law as designated by the Luxembourg conflict of laws rules;
- the U.S. court has acted in accordance with its own procedural laws;
- the U.S. court order or judgment must not result from an evasion of Luxembourg law (*fraude à la loi*);
- the U.S. court awarding the judgment has jurisdiction to adjudicate the respective matter under its applicable laws, and such jurisdiction is recognized by Luxembourg private international and local law;
- the judgment is final and enforceable in the jurisdiction where the decision has been rendered;
- the judgment was granted following proceedings where the defendant had the opportunity to appear, was granted the necessary time to prepare its case and, if it appeared, could present a defense; and
- the considerations of the foreign order as well as the judgment do not contravene international public policy as understood under the laws of Luxembourg or has been given in proceedings of a criminal or tax nature.

If an original action is brought in Luxembourg, a court of competent jurisdiction may refuse to apply the designated law if its application contravenes Luxembourg's international public policy and, if such action is brought on the basis of U.S. federal or state securities laws, may not have the requisite power to grant the remedies sought. In practice, Luxembourg courts now tend not to review the merits of a foreign judgment, although there is no clear statutory prohibition of such review.

Service of Process and Enforcement of Civil Liabilities in Brazil

GLAI and GLA are corporations organized under the laws of Brazil. Substantially all of their directors and officers reside in Brazil or elsewhere outside the United States. In addition, all or a substantial portion of their assets and substantially all of the assets of their directors and officers are likely located outside the United States. As a result, it may not be possible for investors to effect service of process upon these persons within the United States or other jurisdictions outside Brazil, which may be time-consuming, or to enforce against them judgments predicated upon the civil liability provisions of the U.S. federal securities laws or the laws of such other jurisdictions.

In the terms and conditions of the notes, we will (i) agree that the courts of the State of New York and the federal courts of the United States, in each case sitting in the Borough of Manhattan, City of New York, will have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with the notes and, for such purposes, irrevocably submit to the jurisdiction of such courts; and (ii) name an agent for service of process in the Borough of Manhattan, City of New York. See "Description of Notes."

We have been advised by Mattos Filho, Veiga Filho, Marrey Jr. e Quiroga Advogados, Brazilian counsel to GLAI and GLA, that judgments of non-Brazilian courts for civil liabilities predicated upon the securities laws of countries other than

Brazil, including U.S. securities laws, may be enforced in Brazil subject to certain requirements, as described below. A judgment against GLAI, GLA or any of their directors and officers obtained outside Brazil would be enforceable in Brazil against GLAI, GLA or any such person without retrial or reexamination of the merits, upon confirmation of that judgment by the Brazilian Superior Court of Justice (*Superior Tribunal de Justiça*). That confirmation, generally, will occur if:

- the foreign judgment is issued by a competent jurisdiction, court and/or authority, according to the law of the jurisdiction of origin;
- the foreign judgment is not rendered in an action upon which Brazilian courts have exclusive jurisdiction, pursuant to the provisions of Article 23 of the Brazilian Code of Civil Procedure (*Código de Processo Civil*) (Law No. 13,105/2015);
- proper service of process is made on the defending party(ies) and, when made in Brazil, such service of process must be made in accordance with Brazilian law, or after sufficient evidence of the defendant's absence has been given, as required under applicable law;
- where a Brazilian court has jurisdiction, there is no conflict between the foreign judgment and a previous domestic judgment involving the same parties, cause of action or claim brought in Brazil that has reached the status of *res judicata*;
- the foreign judgment has become final and is not subject to appeal (*res judicata*) and is legally allowed to be enforced, fulfilling all formalities required for its enforceability under the jurisdiction in which it was issued;
- the original or a certified copy of the foreign judgment is authenticated by a Brazilian consular office in the country where the foreign judgment is issued, except if it is apostilled by a competent authority of the state in which the decision was issued, according to the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents of 5 October 1961, and, in any event, is accompanied by a sworn translation into Portuguese in Brazil; and
- the foreign judgment is not contrary to Brazilian national sovereignty, public policy and/or human dignity.

The confirmation process may be time-consuming and may also give rise to difficulties in enforcing the foreign judgment in Brazil. Accordingly, we cannot assure you that confirmation would be obtained, that the confirmation process would be conducted in a timely manner or that a Brazilian court would enforce a monetary judgment for violation of the securities laws of countries other than Brazil, including U.S. securities laws.

GLAI and GLA have also been advised that:

- the ability of a judgment creditor to satisfy a judgment by attaching certain assets of GLAI and/or GLA and/or their directors and officers is limited by provisions of Brazilian bankruptcy, insolvency, moratorium, liquidation, judicial or extrajudicial reorganization and similar laws if those assets are located in Brazil; and
- civil lawsuits may be brought before Brazilian courts in connection with the notes based solely on U.S. federal securities laws and that, subject to applicable law, Brazilian courts may enforce such liabilities in such lawsuits against GLAI and/or GLA, provided that the provisions of the federal securities laws of the United States do not contravene Brazilian national sovereignty, public policy, good morals or public morality; however, under Brazilian law, Brazilian courts can assert jurisdiction when the defendant is domiciled in Brazil, the obligation has to be performed in Brazil or the subject matter under dispute originates in Brazil.

A plaintiff, whether Brazilian or non-Brazilian, who resides outside Brazil or is outside Brazil during the course of litigation in Brazil regarding the notes must provide a bond to guarantee the payment of court expenses and defendant's legal fees, if the plaintiff owns no real property in Brazil that may secure such payment, except for (i) lawsuits seeking to enforce titles and judgments; (ii) counterclaims; or (iii) when an international treaty or agreement to which Brazil is a party otherwise provides, as established under Article 83 *caput* and §§1, I, II and III of the Brazilian Code of Civil Procedure. The bond must be sufficient to satisfy the payment of court fees and the defendant's attorney fees, as determined by a Brazilian judge. This requirement does not apply to the enforcement of foreign judgments which have been confirmed by the Brazilian Superior Court of Justice.

GLAI and GLA have also been advised that, if the notes or the relevant indenture were to be declared void by a court applying the laws of the State of New York, a judgment obtained outside Brazil seeking to enforce GLAI's and GLA's Guarantees may not be confirmed by the Brazilian Superior Court of Justice.

INDEPENDENT APPRAISER

The references to Morten Beyer & Agnew and to its appraisal report, dated as of November 19, 2020, are included in this private placement memorandum in reliance upon the authority of the firm as an expert with respect to the matters contained in its appraisal report. Morten Beyer & Agnew's address is 2010 Wilson Boulevard, Suite 1001, Arlington, Virginia 22201. Morten Beyer & Agnew is certified by the ISTAT.

ANNEX A – PURCHASE AGREEMENT

December [●], 2020

FORM OF PURCHASE AGREEMENT

GOL Finance
GOL Linhas Aéreas Inteligentes S.A.
GOL Linhas Aéreas S.A.
c/o GOL Linhas Aéreas Inteligentes S.A.
Praça Comandante Linneu Gomes
S/N Portaria 3
Jardim Aeroporto, 04626-020, São Paulo, SP
Brazil

Ladies and Gentlemen:

In connection with the proposed private placement by GOL Finance (the "Issuer" or the "Company"), a public limited liability company (*société anonyme*) organized and existing under the laws of Luxembourg, of [●]% senior secured notes due 2026 (the "Notes"), guaranteed by GOL Linhas Aéreas Inteligentes S.A. and GOL Linhas Aéreas S.A. (collectively, the "Guarantors") (the "Guarantees" and, together with the Notes, the "Securities"), to be issued under and governed by the indenture dated [●], 2020 (the "Indenture"), between the Issuer, the Guarantors and The Bank of New York Mellon, as trustee (the "Trustee"), registrar, transfer agent and paying agent, and TMF Brasil Administração e Gestão de Ativos LTDA, as collateral agent (the "Collateral Agent"), the funds and accounts listed on Schedule A attached hereto (each, a "Purchaser") hereby confirms, agrees and certifies that:

1. By executing and delivering to the Issuer this purchase agreement (this "Purchase Agreement") on the date hereof, the Purchaser agrees and gives a binding commitment to purchase from the Issuer the principal amount of Securities listed on Schedule A at the purchase price set forth on the Pricing Term Sheet (as defined below) on the terms provided for therein, herein and in the private placement memorandum relating to the offering of the Notes, dated [●], 2020 (the "Private Placement Memorandum"). The purchase price for the Securities so purchased by the Purchaser will be paid in accordance with the procedures below. All obligations hereunder of each Purchaser are personal to it and shall be deemed several and not joint with respect to the obligations of each other Purchaser listed on Schedule A.

The sale and purchase of the Notes to be purchased by the Purchaser shall occur at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, at [●] a.m., New York time, at a closing (the "Closing") on [December 23, 2020] or on such other Business Day thereafter on or prior to [●], 2020 as may be agreed upon by the Company and the Purchaser. On the Business Day prior to the Closing, no later than [3:30 p.m.][1] (New York City time), the Purchaser shall deliver to The Bank of New York Mellon ("BNYM"), as settlement and escrow agent, an amount equal to the purchase price of the Notes to be purchased by the Purchaser by wire transfer of U.S. dollars in immediately available funds to the escrow account specified in Schedule B. At the Company will deliver to BNYM as custodian for the Depository Trust Company ("DTC"), one or more global notes representing the Notes, registered in the name of Cede & Co., as nominee of DTC, and, BNYM will credit the Notes to the account of the DTC participant specified by the Purchaser on Schedule C in an amount equal to the Notes to be purchased by the Purchaser through the deposit/withdrawal at custodian ("DWAC") procedure. If at the Closing the BNYM shall fail to tender such Notes to the Purchaser, or any of the conditions specified in Section 12 shall not have been fulfilled to such Purchaser's satisfaction, such Purchaser shall, at its election, be relieved of all further obligations under this Agreement, without thereby waiving any rights the Purchaser may have by reason of such failure by BNYM to tender such Notes or any of the conditions specified in Section 12 not having been fulfilled to the Purchaser's satisfaction *provided*, *however*, that the Purchaser shall not be relieved of any of its obligations under this Agreement if BNYM's failure to tender such Notes is caused by an act or omission of the Purchaser.

[1] BNYM to confirm.

The Securities will be secured pursuant to certain Brazilian law governed security agreements (the "Collateral"), as more particularly described in the Private Placement Memorandum, in favor of the Collateral Agent for its benefit and the benefit of the Trustee and the holders of the Securities (collectively, the "Collateral Documents").

2. The Company and the Guarantors, jointly and severally, represent and warrant to, and agree with, the Purchaser, as of the date hereof and as of the Settlement Date:

(a) *Accuracy of Disclosure.* (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in each of the Private Placement Memorandum, complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder and (ii) the Private Placement Memorandum, as of its date, any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) *Organization of the Company and the Guarantors.* Each of the Company, the Subsidiaries and the Guarantors has been duly incorporated, is validly existing as a corporation in good standing under the laws of Luxembourg, Brazil, the Cayman Islands or the Dominican Republic, as applicable, has the corporate power and authority to own its property and to conduct its business as described in the Private Placement Memorandum and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect (as defined below). For purposes of this Agreement, the term "Material Adverse Effect" shall mean (i) any material adverse effect on the condition (financial or otherwise), business, properties, results of operations or prospects of the Company, the Subsidiaries and the Guarantors and (ii) any material adverse effect on the ability of the Company or the Guarantors to perform their obligations under this Agreement, the Securities, the Indenture, the Collateral Documents and the Guarantees (each, a "Transaction Document" and collectively "Transaction Documents").

(c) *Authorization of the Purchase Agreement.* This Agreement has been duly authorized, executed and delivered by each of the Company and the Guarantors.

(d) *Authorization of the Securities.* The Securities have been duly authorized by the Company, and, when executed and authenticated in accordance with the provisions of the Indenture and issued and delivered to and paid for by the Initial Purchasers in accordance with the terms of this Agreement, will be on Closing valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally (collectively, the "Enforceability Exceptions"); and (ii) equitable principles of general applicability, and will be entitled to the benefits of the Indenture pursuant to which such Securities are to be issued.

(e) *Authorization of the Indenture.* The Indenture has been duly authorized by the Company and the Guarantors, and when executed and delivered by the Company and the Guarantors, will be a valid and legally binding agreement of the Company and the Guarantors, enforceable against the Company and the Guarantors in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and equitable principles of general applicability including those resulting from the specific regulations applicable to the Guarantors' industry.

(f) *Authorization of the Guarantees.* The Guarantees to be endorsed on the Securities by the Guarantors has been duly authorized by the Guarantors; and on Closing, will have been duly executed and delivered by the Guarantors. When the Securities have been issued, executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Initial Purchasers in accordance with the terms of this Agreement, the Guarantees of the Guarantors endorsed thereon will constitute valid and legally binding obligations of the Guarantors, enforceable against the Guarantors in accordance with its terms, except as (i) the enforceability thereof may be limited by bankruptcy,

insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally and (ii) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability.

(g) *Authorization of the Transaction Documents*. Each of the other Transaction Documents to which the Guarantors are a party has been duly authorized by the Guarantors, and when executed and delivered by the Guarantors, will be a valid and legally binding agreement of the Guarantors, enforceable against the Guarantors in accordance with its terms, subject to the Enforceability Exceptions and equitable principles of general applicability and when all required filings and recordings with respect to, and deliveries of, the Collateral have been made as required by the Collateral Documents, will create valid, perfected security interests in the Collateral, subject to no prior liens (other than certain other permitted liens and encumbrances permitted under the Indenture) being created and perfected prior to perfection of the security interests in the Collateral.

(h) *Ranking of the Securities.* The Securities will constitute direct, unconditional, unsubordinated and secured obligations, without any preference among themselves, of the Company and will rank at least *pari passu* with all other present and future unsubordinated and secured obligations of the Company.

(i) *Ranking of the Guarantees.* The payment obligation of each Guarantor under the Guarantee executed by it will constitute direct, unconditional, unsubordinated and unsecured obligations of said Guarantor and will rank at least *pari passu* with all other present and future unsubordinated and secured obligations of said Guarantor.

(j) *Non-Contravention.* The execution and delivery by the Company and the Guarantors, and the performance by the Company and the Guarantors of their respective obligations under, this Agreement, the Indenture, the Collateral Documents (including, without limitation, the grant and perfection of liens and security interests in the Collateral to the extent contemplated in the Collateral Documents), the Guarantees, as applicable, and the Securities do not and will not contravene any provision of applicable law or the articles of association, bylaws or other organizational documents of the Company or of the Guarantors, any agreement or other instrument binding upon the Company or the Guarantors that is material to the Company or the Guarantors, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or the Guarantors.

(k) *No Consents Required*. No consent, approval, authorization or order of, or qualification with, any governmental or regulatory body or agency is required for the performance by the Company or the Guarantors of their respective obligations under this Agreement, the Indenture, the Guarantees or the Securities, except for any further authorization, as may be required from the Central Bank of Brazil, resulting from any change or development in Brazilian regulations or the interpretations thereof, in order to enable remittances to be made by the Guarantors, from Brazil in U.S. dollars of principal of and interest under the Guarantees, including any payments of reimbursement, indemnification or contribution; and provided that (i) any remittances by the Guarantors from Brazil in U.S. dollars to make payments under this Agreement, the Indenture, the Guarantees or the Securities are made in accordance with the procedures established in Resolution nº 3.568, issued by the Brazilian Monetary Council on May 29, 2008, regulated by Circular nº 3.690, issued by the Central Bank of Brazil on December 16, 2013, as amended, and Circular nº 3.691, issued by the Central Bank of Brazil on December 16, 2013, as amended, and (ii) the proper legal documentation supporting and evidencing the Guarantors' payment obligations under the Guarantees will be presented to a Brazilian bank authorized to deal in the exchange market, as required by applicable Brazilian laws and regulations in force from time to time.

(l) *No Material Adverse Effect.* There has not occurred any Material Adverse Effect, or any development involving a prospective Material Adverse Effect from that set forth in Private Placement Memorandum, exclusive of any amendments or supplements thereto.

(m) *Investment Company Act.* The Company and the Guarantors are not, and after giving effect to the placement and sale of the Securities and the application of the proceeds thereof as described in

each of the Private Placement Memorandum will not be, required to register as an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended.

(n) *Choice of Laws.* The choice of laws of the State of New York as the governing law of this Agreement, the Indenture or the Guarantees is a valid choice of law under the laws of Brazil and Luxembourg and will be honored by the courts of Brazil and Luxembourg as disclosed in the Private Placement Memorandum under the heading "Enforcement of Civil Liabilities."

(o) *Financial Statements; Material Liabilities*. The Company has delivered or made available to the Purchaser copies of the financial statements of the Company and the Guarantors. All of such financial statements (including in each case the related schedules and notes) fairly present in all material respects the consolidated financial position of the Company, the Guarantors and its Subsidiaries as of the respective dates and the consolidated results of their operations and cash flows for the respective periods so specified and have been prepared in accordance with International Financial Reporting Standards (IFRS), issued by the International Accounting Standards Board (IASB), consistently applied throughout the periods involved except as set forth in the notes thereto (subject, in the case of any interim financial statements, to the absence of footnotes and normal year-end adjustments). As of the date of this Agreement, the Company, the Guarantors and its Subsidiaries did not have any material liabilities that are not disclosed in the Private Placement Memorandum, and since September 30, 2020, the Company, the Guarantors and its Subsidiaries have not incurred any new material liabilities other than (i) as disclosed in the Private Placement Memorandum, including the documents incorporated by reference therein, (ii) liabilities incurred in the ordinary course of business or (iii) liabilities or executory obligations under any contracts to which the Company, the Guarantors or any of its Subsidiaries are party.

(p) *No Material Defaults.* Neither the Company, any Guarantor nor any Subsidiary is (i) in violation of its articles of association, bylaws or other organizational documents; (ii) in default, and no event exists that, with notice or lapse of time or both, would constitute such a default, in the performance or observance by the Company, the Guarantors or any Subsidiary of any material obligation, agreement, covenant or condition contained in any indenture, mortgage, loan agreement or other material agreement or instrument to which it is a party or by which it is bound or to which its property or assets are subject; or (iii) in violation of any applicable law, statute, rule or regulation or any judgment or order of any U.S., Brazilian or Luxembourg court or arbitrator or governmental or regulatory authority, except in connection with clauses (ii) and (iii) for any such default or violation that would not have a Material Adverse Effect.

(q) *Absence of Exchange Controls.* Except as otherwise disclosed in each of the Private Placement Memorandum, including the documents incorporated by reference therein, no exchange control authorization or any other authorization, approval, consent or license of any governmental authority or agency in Luxembourg or Brazil is required for the payment by the Company or the Guarantors of any amounts in United States dollars pursuant to the terms of the Indenture, the Securities or the Guarantees, provided that (I) any remittances by the Guarantors from Brazil in U.S. dollars to make payments under this Agreement, the Indenture, the Guarantees or the Securities are made in accordance with the procedures established in Resolution nº 3.568, issued by the Brazilian Monetary Council on May 29, 2008, regulated by Circular nº 3.690, issued by the Central Bank of Brazil on December 16, 2013, as amended, and Circular nº 3.691, issued by the Central Bank of Brazil on December 16, 2013, as amended, and (II) the proper legal documentation supporting and evidencing the Guarantors' payment obligations under the Guarantees will be presented to a Brazilian bank authorized to deal in the exchange market, as required by applicable Brazilian laws and regulations in force from time to time.

(r) *Litigation; Observance of Statutes and Orders*. (a) There are no actions, suits, investigations or proceedings pending or, to the best knowledge of the Company, threatened in writing against the Company, the Guarantors or any Subsidiary in any court or before any arbitrator of any kind or before or by any governmental authority or agency in Luxembourg or Brazil that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, other than as disclosed in the Private Placement Memorandum. Neither the Company nor the Guarantors nor any Subsidiary is (i) in violation of any order, judgment, decree or ruling of any court, any arbitrator of any kind or any governmental authority or agency in Luxembourg or Brazil or (ii) in violation of any applicable law,

ordinance, rule or regulation of any governmental authority or agency in Luxembourg or Brazil, which violation would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(s) *Luxembourg and Brazilian Tax Matters.* Except as described in Private Placement Memorandum, no tax, withholding or deductions are required under current laws and regulations of Luxembourg and Brazil and any political subdivision thereof with respect to any payments due or made by the Guarantors under the Guarantees and by the Company under the Securities, the Collateral Documents and the Indenture.

(t) *Private Placement by the Company*. Neither the Company nor anyone acting on its behalf has offered the Notes or any similar securities for sale to, or solicited any offer to buy the Notes or any similar securities from, or otherwise approached or negotiated in respect thereof with, any Person other than the Purchasers and not more than [15] other Institutional Investors, each of which has been offered the Notes at a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Notes to the registration requirements of (i) Section 5 of the Securities Act; (ii) the Brazilian Securities Commission (*Comissão de Valores Mobiliários*; or (iii) the registration requirements of any Securities or blue sky laws of any applicable jurisdiction. For the purposes of this clause, "Institutional Investor" means (a) the Purchaser, (b) any holder of a Note holding (together with one or more of its affiliates) more than 5% of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, (d) any related fund of any holder of any Note, and (e) any qualified institutional buyer within the meaning of Rule 144A of the Securities Act.

(u) *Perfection of Security Interests*. All filings, registrations and other actions necessary to perfect the liens and security interests in favor of the Collateral Agent for the benefit of the secured parties under the Collateral Documents intended to be created under the Collateral Documents have been or will be duly made or taken at or prior to Closing, and are or will be in full force and effect at or prior to Closing, as and to the extent contemplated by the Indenture and the Collateral Documents. When all such filings, registrations and other actions have been duly made or taken and are in full force and effect, and the Collateral Documents have been duly executed and delivered, the security interests granted by the Collateral Documents will constitute valid and (to the extent contemplated by the relevant Collateral Documents) perfected first-priority security interests in the Collateral securing the obligations of the Company under the Indenture and the Securities, enforceable in accordance with the terms contained therein, subject to the Enforceability Exceptions and equitable principles of general applicability.

(v) *No Restrictions on Subsidiaries.* Except as described in the Private Placement Memorandum, no Subsidiary of GLAI is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, nor due to any judgment, order or decree of any government authority, agency or court having jurisdiction over such subsidiary, from paying any dividends to GLAI, from making any other distribution on such Subsidiary's capital stock, from repaying to GLAI any loans or advances to such Subsidiary from GLAI in accordance with the terms of any such loan or advance, or from transferring any of such Subsidiary's properties or assets to GLAI or any other Subsidiary of GLAI.

(w) *Title to Property; Leases.* The Company, the Guarantors and its Subsidiaries have good and sufficient title to their respective material properties, including all such properties reflected in the most recent audited balance sheet referred to in the Private Placement Memorandum or purported to have been acquired by the Company, the Guarantors or any Subsidiary after such date (except as sold or otherwise disposed of in the ordinary course of business), in each case free and clear of liens, except for liens established pursuant to the Collateral Documents.

(x) *Licenses, Permits, Etc.* The Company, the Guarantors and its Subsidiaries own or possess all licenses, permits, franchises, authorizations, patents, copyrights, proprietary software, service marks,

trademarks and trade names, or rights thereto, without known conflict with the rights of others, except for those conflicts that, individually or in the aggregate, would not have a Material Adverse Effect.

(y) *No Unlawful Payments.* Except as disclosed in the Private Placement Memorandum (including the documents incorporated by reference therein), neither the Company, the Guarantors, the Subsidiaries, nor to the respective knowledge of the Company, the Guarantors and the Subsidiaries, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company, the Guarantors or the Subsidiaries, respectively, or any of their respective subsidiaries, has (i) used any corporate funds of the Company, the Guarantors and the Subsidiaries for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity;[2] (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, and rules and regulations thereunder, the Brazilian Anti-Corruption Law No. 12,846/13 or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company, the Guarantors and the Subsidiaries and to the respective knowledge of the Company, the Guarantors and the Subsidiaries, their respective affiliates have conducted their businesses in compliance with the all applicable anti-bribery and anti-corruption laws and have instituted, maintain and enforce, and will continue to maintain and enforce, policies and procedures designed to ensure and which are reasonably expected to continue to ensure compliance with all applicable laws.

(z) *No Conflict with Money Laundering Laws.* The operations of the Company, the Guarantors and the Subsidiaries are and have been conducted at all times in compliance with all applicable money laundering statutes, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Anti-Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving the Company, the Guarantors or any Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company and the Guarantors, threatened.

(aa) *No Conflict with Sanctions Laws.* Neither the Company, the Guarantors, the Subsidiaries, nor to the respective knowledge of the Company, the Guarantors and the Subsidiaries, any director, officer, agent, employee, affiliate or person acting on behalf of the Company, the Guarantors or the Subsidiaries, respectively, is currently subject to or the target of any sanctions administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Treasury Department or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the U.S. Department of Commerce, the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom or other relevant sanctions authority (collectively, "Sanctions"), nor is the Company, the Guarantors, or any of the Subsidiaries located, organized or resident in a country or territory that is the subject or target of Sanctions (each a "Sanctioned Country"), including, without limitation, Cuba, Iran, North Korea, Sudan, Syria and the Crimea region of Ukraine (each, a "Sanctioned Country or Region"). The Company and Guarantors will not directly or indirectly use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or Region or (iii) causing a violation by any person (including any person participating in the transaction, whether as underwriter, placement agent, advisor, investor or otherwise) of Sanctions. For the past five years, the Company, the Guarantor and its respective subsidiaries have not engaged in and are not now

[2] Investigation disclosure in Item 8A of 20-F + note 1.4 to 2019 financials

engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country or Region.

3. The Purchaser represents, warrants and agrees that:

(a) It is purchasing the Securities on its own behalf, as an investment fund or account, as the case may be, duly organized and existing in accordance with the laws of the jurisdiction of its incorporation and it is purchasing the Securities for its own account or for one or more separate accounts maintained by such Purchaser and not with a view to the distribution thereof. As indicated in Schedule A hereto, the Purchaser either (i) has its principal address outside the United States and was located outside the United States at the time any offer to buy the Securities was made to the Purchaser and at the time that this Purchase Agreement is executed by the Purchaser or (ii) is a "qualified institutional buyer" as defined in Rule 144A under the U.S. Securities Act of 1933 (the "Securities Act").

(b) The execution, delivery and performance of this Purchase Agreement by the Purchaser are within the powers of the Purchaser, have been duly authorized and will not constitute or result in a breach or default under or conflict with any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which the Purchaser is a party or by which the Purchaser is bound, and will not violate any provisions of such entity's organizational documents, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable. The signature on this Purchase Agreement is genuine, and the signatory has been duly authorized to execute the same, and this Purchase Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms.

(c) It is not and, for so long as the Purchaser owns the Securities, will not be acting on behalf of: (a) an "employee benefit plan" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), which is subject to Title I of ERISA, (b) a plan described in Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), (c) an entity whose underlying assets include "plan assets" by reason of a plan's investment in such entity (including but not limited to an insurance company general account), or (d) an entity that otherwise constitutes a "benefit plan investor" within the meaning of the Department of Labor Regulation Section 2510.3-101 (29 C.F.R. Sections 2510.3-101), as modified by Section 3(42) of ERISA (each of categories (a) through (d), a "Covered Plan").

(d) The Purchaser represents that (i) in making the decision to purchase the Securities, it has relied solely upon the independent investigation made by it and an independent assessment of the merits and risks of an investment in the Securities, and (ii) such decision to purchase Securities was formed based on such independent investigation of the Issuer, the Guarantors and the Securities, and such independent assessment of the merits and risks of an investment in the Securities.

4. The Purchaser acknowledges that it has received and carefully read a copy of the final pricing term sheet (the "Pricing Term Sheet"), in the form annexed hereto as Schedule D, describing the final terms of the Securities, relating to the offering of the Securities.

5. The Parties understand and agree that the Securities (i) are not being offered in a manner involving a public offering in the United States within the meaning of the Securities Act, (ii) are not being offered in a distribution in violation of the Securities Act and (iii) have not been registered under the Securities Act or the securities laws of Brazil or any other jurisdiction and, unless so registered, may not be offered, sold, pledged or otherwise transferred except in accordance with the restrictions and procedures described in the Pricing Term Sheet and in the Indenture.

6. The Parties hereby make the representations, warranties, acknowledgements, covenants and agreements under the Pricing Term Sheet and agree to be bound by the restrictions set forth therein.

7. The Purchaser represents and warrants that none of the Purchaser or its [manager or administrator], as indicated in its bylaws or any person or entity controlling, controlled by or under common control with its manager

or administrator: (a) is a person or entity listed in the annex to Executive Order No. 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), (b) is included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control within the United States Department of the Treasury ("OFAC"), (c) is a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, (d) is otherwise subject to U.S. economic or trade sanctions, (e) is a non-U.S. shell bank or will make payment from or receive payment to a non-U.S. shell bank, (f) is a senior non-U.S. political figure or an immediate family member or close associate of such figure, or an entity owned or controlled by such a figure, or (g) is prohibited from investing in the Issuer pursuant to applicable U.S. anti-money laundering, antiterrorist, economic sanctions and asset control laws, regulations, rules or orders (each of categories (a) through (g), a "Prohibited Investor"). The Purchaser agrees to provide the Issuer, promptly upon request, all information that the Issuer reasonably deems necessary or appropriate to comply with applicable U.S. anti-money laundering, antiterrorist, economic sanctions and asset control laws, regulations, rules and orders. The Purchaser consents to the disclosure to U.S. regulators and law enforcement authorities by the Issuer and its affiliates and agents of such information about the Purchaser as the Issuer reasonably deems necessary or appropriate to comply with applicable U.S. anti-money laundering, antiterrorist, economic sanctions and asset control laws, regulations, rules and orders. The Purchaser further represents and warrants that the funds used to purchase the Securities were legally derived under U.S. and any applicable foreign law, and were not derived from any activities in any geographic area subject to U.S. economic or trade sanctions, or with any entity or person subject to such sanctions. The Purchaser acknowledges that if, following the investment in the Securities by the Purchaser, the Issuer reasonably believes that the Purchaser is a Prohibited Investor or has invested with funds derived illegally or will use the proceeds of the investment to further illegal activity or refuses to provide promptly information that the Issuer requests, the Issuer has the right or may be obligated to prohibit additional investments, segregate the assets constituting, and/or withhold or suspend distributions to the Purchaser in respect of, the investment in accordance with applicable regulations or immediately require the Purchaser to transfer the Securities. The Purchaser further acknowledges that neither the Purchaser nor any person or entity controlling, controlled by or under common control with the Purchaser will have any claim against the Issuer, the Guarantors or any of their affiliates or agents for any form of damages as a result of any of the foregoing actions.

For the avoidance of doubt, any obligation set forth in this paragraph 9 shall not apply to any person if and solely to the extent that it is or would be unenforceable by or in respect of that person by reason of breach by such person of any applicable Blocking Law. For the purposes of this paragraph, the "Blocking Law" means (i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union or the United Kingdom), (ii) section 7 of the German Foreign Trade Regulation (*Außen-wirtschaftsverordnung*); or (iii) any similar blocking or anti-boycott law in the United Kingdom or any other member state of the European Union.

8. The Purchaser acknowledges and agrees that the Issuer and the Guarantors may request from the Purchaser such additional information as the Issuer and the Guarantors may deem necessary to evaluate the eligibility of the Purchaser to acquire the Securities, and may request from time to time such information as the Issuer and the Guarantors may deem necessary to determine the eligibility of the Purchaser to hold the Securities or to enable the Issuer to determine the Issuer's compliance with applicable regulatory requirements or the Purchaser's tax status, and the Purchaser shall provide such information as may reasonably be requested.

9. The Purchaser acknowledges that the Issuer, the Guarantors and others will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Purchase Agreement and that the Issuer, the Guarantors and others are relying on the exemptions from the provisions of Section 5 of the Securities Act. For so long as the Purchaser holds any of the Securities, the Purchaser agrees to promptly notify the Issuer and the Guarantors if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein, to the best of its knowledge, are no longer accurate.

10. The Purchaser's obligation to purchase and pay for the Notes to be sold to such Purchaser at the Closing is subject to the fulfillment to the Purchaser's satisfaction, prior to or at the Closing, of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Company in this Agreement shall be correct in all material respects when made and at the Closing.

(b) Performance; No Default. The Company shall have performed and complied in all material respects with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at the Closing. From the date of this Agreement until the Closing, before and after giving effect to the issue and sale of the Notes, no Default or Event of Default shall have occurred and be continuing.

(c) Officer's Certificate. The Company shall have delivered to the Purchaser an Officer's Certificate, dated the date of the Closing, certifying that the conditions specified in Sections 12(a), 12(b) and 12(h) have been fulfilled.

(d) Secretary's Certificate. The Company shall have delivered to the Purchaser a certificate of its Secretary or Assistant Secretary, dated the date of the Closing, certifying as to (i) the resolutions attached thereto relating to the authorization, execution and delivery of the Notes, this Agreement and the Indenture and (ii) the Company's organizational documents as then in effect.

(e) Opinions of Counsel. The Purchaser shall have received opinions in form and substance reasonably satisfactory to the Purchaser, dated the date of the Closing from Nauta Dutilh Avocats Luxembourg S.à r.l., Mattos Filho Veiga Filho Marrey Jr. e Quiroga Advogados and Milbank LLP, counsel for the Company.

(f) Purchase Permitted By Applicable Law, Etc. On the date of the Closing the Purchaser's purchase of Notes shall (a) be permitted by the laws and regulations of each jurisdiction to which the Purchaser is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, and (b) not violate any applicable law or regulation (including Regulation T, U or X of the Board of Governors of the Federal Reserve System). If requested by such Purchaser, such Purchaser shall have received an Officer's Certificate certifying as to such matters of fact as such Purchaser may reasonably specify to enable such Purchaser to determine whether such purchase is so permitted.

(g) CUSIP Number; DTC Eligibility. A CUSIP Number issued by Standard & Poor's CUSIP Service Bureau shall have been obtained for the Notes and the Notes shall be DTC eligible.[3]

(h) Changes in Corporate Structure. The Company or the Guarantors shall not have changed its jurisdiction of incorporation or organization, as applicable, been a party to any material merger or consolidation, or succeeded to all or any substantial part of the liabilities of any other entity that are material, at any time following the date of the most recent financial statements referred to in the Private Placement Memorandum.

(i) Delivery of Investor Representation Letter. At the Closing, the Purchaser shall deliver a signed copy of an "investor representation letter" addressed to the placement agents, substantially in the form of Schedule E attached hereto.

11. All representations and warranties contained herein shall survive the execution and delivery of this Agreement, the Indenture and the Notes, the purchase or transfer by the Purchaser of any Note or portion thereof or interest therein and the payment of any Note, and may be relied upon by any subsequent holder of a Note, regardless of any investigation made at any time by or on behalf of the Purchaser or any other holder of a Note. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, this Agreement, the Indenture and the Notes embody the entire agreement and understanding

[3] TBD re CUSIP

between the Purchaser and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

12. The Issuer and the Purchaser shall each bear their respective expenses and legal fees incurred with respect to this Agreement, the Notes, the Indenture and the transactions contemplated hereby and thereby.

13. Neither this Purchase Agreement nor any rights that may accrue to the Purchaser hereunder may be transferred or assigned. Notwithstanding the foregoing, the Securities may be sold by the Purchaser at any time, according to the terms and conditions of the Indenture, including, but not limited to, the transfer restrictions set forth therein.

14. The Purchaser hereby acknowledges and agrees that this Purchase Agreement is an agreement solely between the Purchaser and the Issuer, and that this Purchase Agreement is independent of any other subscription, purchase or similar agreement between the Issuer, on the one hand, and any other purchaser of the Securities, on the other hand.

15. In addition to, and without limitation of, any specific conflicts of interest described in this Purchase Agreement, there are numerous perceived and actual potential conflicts of interest between the Purchaser, on the one hand, and the Issuer, the Guarantors and the Issuer's affiliates, on the other hand. The Purchaser hereby acknowledges that none of the Issuer, the Guarantors or any of the Issuer's affiliates is acting as an adviser or fiduciary to the Purchaser with respect to the Purchaser's potential acquisition of the Securities. Certain affiliates of the Issuer will have the opportunity to purchase Securities in this offering. To ensure that the Purchaser is properly represented, the Issuer strongly recommends that the Purchaser seeks independent advice before making an investment in the Securities.

16. The Issuer is entitled to rely upon this Purchase Agreement and is irrevocably authorized to produce this Purchase Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

17. The acknowledgments, representations, warranties and agreements of this Purchase Agreement shall be deemed to have been confirmed and repeated as of the Settlement Date.

18. The Issuer and the Purchaser hereby submit to the exclusive jurisdiction of the New York Courts in any suit or proceeding relating to or arising out of this Purchase Agreement or the transactions contemplated hereby. THE ISSUER AND THE PURCHASER WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) IN ANY WAY RELATING TO OR ARISING OUT OF THIS PURCHASE AGREEMENT. The Issuer and the Purchaser waive any objection which they may now or hereafter have to the laying of venue of any such suit or proceeding in such courts. The Issuer and the Purchaser agree that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Issuer and the Purchaser, as applicable, and may be enforced in any court to the jurisdiction of which the Issuer is subject by a suit upon such judgment. The Issuer and the Guarantors have irrevocably appointed Cogency Global Inc., at its office located, as of the date of this Purchase Agreement, at 122 East 42nd Street, 18th Floor, New York, NY 10168 (the "Process Agent"), as their authorized agent in the Borough of Manhattan in The City of New York upon which process may be served in any such suit or proceeding, and agree that service of process upon such authorized agent, and written notice of such service to the Issuer and the Guarantors, as the case may be, by the person serving the same to the address provided in this Section 14, shall be deemed in every respect effective service of process upon the Issuer and the Guarantors, as the case may be, in any such suit or proceeding. The Issuer and the Guarantors hereby represent and warrant that such authorized agent has accepted such appointment and has agreed to act as such authorized agent for service of process. The Issuer and the Guarantors further agree to take any and all action as may be necessary to maintain such designation and appointment of such authorized agent in full force and effect for a period of seven years from the date hereof.

THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

All communications hereunder shall be in writing and effective only upon receipt and, (i) if to the Issuer and the Guarantors, shall be delivered, mailed or sent to Praça Comandante Linneu Gomes, S/N Portaria 3, Jardim Aeroporto, 04626-020, São Paulo, SP, Brazil, Attention: Executive Vice President (Facsimile: +55 11 5098-2341, e-mail: rfl@voegol.com.br) and (ii) if to the Purchaser, shall be delivered, mailed or sent to [●].

[Signature pages follow]

IN WITNESS WHEREOF, the Purchaser has caused this Purchase Agreement to be executed as of the date first above written. By signing this Purchase Agreement, the Purchaser represents that (and the Issuer and the Guarantors will be entitled to assume that) the Purchaser: (i) has read this Purchase Agreement carefully, and (ii) has considered the implications of the contents of this Purchase Agreement with its legal, tax, accounting and other professional advisors.

[●]

By: _____
Name:
Title:

GOL Finance

By: _____
Name:
Title:

GOL Linhas Aéreas Inteligentes S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

GOL Linhas Aéreas S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE A

LIST OF PURCHASERS

SCHEDULE B

ESCROW ACCOUNT INFORMATION

SCHEDULE C

PURCHASER INFORMATION

Legal Name of Purchaser	**Address of Purchaser**	**Purchaser's Taxpayer Identification Number**	**Name/Phone Number/Email of Purchaser's Designated DTC Participant**	**DTC Participant Number**	**FFC Account Number [Account Number at Bank/Broker]**	**Aggregate Principal Amount of Notes to be credited**	**CUSIP/ISIN Number of Notes to be credited**

SCHEDULE D

FORM OF PRICING TERM SHEET

Term Sheet - Senior Secured Debt Financing Program – Early Investor Commitment

December 17, 2020

This term sheet ("Term Sheet") sets forth the principal terms with respect to the proposed early investment and financing commitment by [INVESTOR], a [STATE AND FORM OF INCORPORATION] ("[●]") to invest in Senior Secured Exchangeable Notes to be issued by GOL Equity Finance, a special purpose vehicle established under the laws of Luxembourg, in each case as described in this Term Sheet (the "Transaction").

Notwithstanding that this Term Sheet refers to the possibility of the execution and delivery of definitive agreements that set forth further details concerning the Transaction, each of the parties acknowledges and agrees that: (i) this Term Sheet contains all of the material terms and conditions with respect to the Transaction and (ii) this Term Sheet is intended to be, and shall be, the legal and binding obligation of each of the parties, enforceable by each such party in accordance with its terms. The Transaction is subject to the U.S. and global capital markets conditions generally, and for airlines specifically, at the relevant time, and fulfilment of the conditions precedent described herein, in addition to the approvals by the board of directors of GOL. The parties agree that with the exception of this Term Sheet, GOL will not disclose to [●] any material non-public information regarding GOL or any of its subsidiaries in the context of the Transaction.

Senior Secured Debt Financing Program	The commitment to subscribe for Senior Secured Exchangeable Notes in accordance with the terms and conditions of this Term Sheet is part of GOL's secured debt issuance program, which is designed to complement GOL's senior unsecured bond issuances and to make GOL's capital structure more efficient and diverse. The collateral securing the notes under the program and other collateral that may be added is available to serve as collateral for other GOL issuance of secured indebtedness, subject to the applicable collateral ratios and to the terms and conditions of the notes and an intercreditor agreement. Before issuing the Senior Secured Exchangeable Notes, GOL expects to issue and sell 8.00% Senior Secured Notes due 2026 ("**Senior Secured Notes**") to the Early Investors by way of a private placement under Section 4(a)2 of the U.S. Securities Act of 1933, as amended ("Securities Act"). Those notes will be assigned a Rule 144A CUSIP number for clearing purposes within DTC. GOL expects to subsequently (i) retap the Senior Secured Notes by way of a Rule 144 A/Regulation S offering, at no OID, and (ii) issue the Senior Secured Exchangeable Notes in a Rule 144A/Regulation S offering.
Senior Secured Exchangeable Notes	144A/Reg S issuance of Senior Secured Exchangeable Notes ("**Senior *Secured Exchangeable Notes***" and, together with the Senior Secured Notes, collectively, the "***Notes***").
Principal Amount	At least $200 million.
Issuer	GOL Equity Finance, an orphan special purpose vehicle organized as a public limited liability company (*société anonyme*) under the laws of Luxembourg, having its registered office at 48, boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under number B 224920 (together with GOL Finance, the "***Issuers***" and each, individually, as the context may require, an "***Issuer***").

Guarantors	GLAI and GLA.
Reference Interest Rate	The Senior Secured Exchangeable Notes will bear interest at an annual reference rate of 5.0%. Interest will accrue from the Closing Date, and will be payable semiannually in arrears. This reference interest rate is established only for purposes of measuring the upside sharing upon issuance of the Senior Secured Exchangeable Notes. Default interest will accrue on overdue principal and interest at a rate 2.00% per annum higher than the interest rate otherwise applicable to the Senior Secured Exchangeable Notes.
Commitment Premium	2.00% of the notional commitment in accordance with this Term Sheet
Conversion Premium	Up 30% to the 10 day volume weighted average price for the 10 days prior to December 16,2020, or $10.62 per ADS, implying a strike price for upside sharing of $13.81.
Closing Date	To occur subsequent to the closing of the Senior Secured Notes transaction referred to above
Maturity	The later of 5 years after the date of issuance date of the Senior Secured Exchangeable Notes and June 30, 2026.
Exchange Rights	The Senior Secured Exchangeable Notes will grant Exchange Rights consistent with the exchange rights granted under GOL's senior exchangeable notes due 2024.
Registration Rights; Additional Interest	The Senior Secured Exchangeable Notes will grant Registration Rights and Additional Interest consistent with the registration rights and additional interest provisions of GOL's senior exchangeable notes due 2024.
Other Structural Aspects	The Senior Secured Exchangeable Notes will be structured consistent with GOL's senior exchangeable notes due 2024, including with regard to: • a warrant issuance by GLAI subsequent to the offering, • capped call transactions executed simultaneously with the Transaction, • the support of an ADS lending facility for GLAI ADSs -- a total amount of up to 9 million ADSs will be made available, in addition to the existing ADS lending facility of 14 million ADSs, and • lockups of the directors and officers and controlling shareholders of GLAI.
Certain Terms of the Senior Secured Exchangeable Notes	

Use of Proceeds	GOL will use the net proceeds for the following: (a) Working capital of the Guarantors in order to accelerate investments; (b) Refinance certain existing indebtedness to free up certain assets for additional working capital financing for further investments in profitable growth opportunities while also generating NPV savings through interest savings optimization; (c) Repayment in part or in full of the Delta Loan per the conditions of the Loan Agreement; (d) Purchase of the equity interest in Smiles not currently owned by GOL; (e) Investments in of aircraft; and (f) General corporate purposes. The allocation of the proceeds among these uses of proceeds from the Senior Secured Exchangeable Notes offering shall occur at the full discretion of GOL.
Rating	Senior Secured Debt Financing Program to be rated by Moody's
Listing	The Issuer will use commercially reasonable efforts to list the Senior Secured Exchangeable Notes on the Singapore Stock Exchange after the Closing Date.
Additional Issuances	The Issuers are entitled to, without the consent of the noteholders, increase the outstanding principal amount of the Notes by issuing additional Notes under the applicable indenture on the same terms and conditions as the existing Notes offered thereunder, so long as (a) the Issuer is in compliance with the Trigger LTV Ratio after giving effect to the issuance of such additional Notes, (b) the Issuers and the Guarantors shall have entered into additional Collateral documents and made all necessary filings so that any additional Collateral required to be delivered in connection with the issuance of any additional Notes is subject to first priority liens in favor of the collateral agent, for the benefit of the noteholders, as Collateral for all of the obligations of the Issuers and the Guarantors under the Notes and the Guarantees and (c) no Default or Event of Default has occurred and is continuing or will occur as a result of or immediately after the issuance of the additional Notes.

Collateral and Intercreditor Agreement	The following assets, whether now existing or hereafter acquired (collectively, the "***Collateral***"): Approximately $845 million of "**Day 1 Collateral**" comprised of: (a) All intellectual property associated with the GOL brand; and (b) All unencumbered spare parts. The "**Day 1 Collateral**" will be perfected within 30 days of the Closing Date for the Senior Secured Notes. Additional eligible Collateral may be added at GOL's option, including in order to comply with the Trigger LTV Ratio: (a) Spare engines; (b) Flight simulators (c) Unencumbered non-credit card backed receivables; (d) First lien on some or all newly acquired Aircraft not subject to any other first lien financing; (e) Second lien on some or all newly acquired Aircraft subject to another first lien financing; (f) First lien on Smiles' revenues; and/or (g) First lien on all intellectual property associated with the Smiles brand. Agreed upon forms of the additional eligible Collateral documentation will be annexed to the indentures of the Senior Secured Notes and Senior Secured Exchangeable Notes, except with regard to item (e) above, which will be a second lien with terms and conditions consistent with the applicable first lien documentation for the relevant aircraft (but for being a second lien), if any. Both the Senior Secured Notes and the Senior Secured Exchangeable Notes would rank pari passu and share equally in the Collateral, subject to the terms of an intercreditor agreement to be entered into at the Closing Date of the Senior Secured Exchangeable Notes.
Smiles Collateral	Following the issuance of the Senior Secured Exchangeable Notes: (a) Within 45 days of the repayment of the Delta Term Loan, GOL will provide a first lien on all shares of Smiles owned by GOL; and (b) Within 90 days of the closing of the Smiles merger, subject to extension for reasonable delays to the consolidation of GLA and Smiles, GOL will provide either a full or partial first lien on the revenues of Smiles economically equivalent to the value of the shares held by GOL in Smiles prior to the merger. The percentage of the lien on Smiles revenue provided by GOL will be calculated as a percentage of Smiles revenue over the last twelve months at contribution and at each Calculation Date. If Smiles Collateral is added to the collateral package of the Senior Secured Debt Financing Program, the Smiles Collateral can only be released if the Senior Secured Notes have been repaid in full, and the pro forma LTV following the release is below 40%.

LTV Ratio	The Issuers and the Guarantors shall, on each interest payment date, beginning on December 31, 2021 (each such day, a "***Calculation Date***"), ensure that, among other requirements, the LTV ratio shall be less than the Trigger LTV Ratio.
	
	If the LTV ratio is equal to or greater than the Trigger LTV Ratio as of any Calculation Date, the Issuers and the Guarantors shall, (i) within 15 Brazilian business days from such Calculation Date, enter into and deliver all documents and agreements required to grant a first-priority lien in any additional Collateral for the benefit of the secured parties in order that the LTV ratio shall be restored to a level at least equal to the Trigger LTV Ratio and (ii) ensure that the first-priority Lien in such additional Collateral shall be perfected on or prior to the date falling 30 Brazilian business days after such Calculation Date (the "***Cure Period***").
	
	If (i) the Issuers or the Guarantors fail to restore the LTV ratio to a level at least equal to the Trigger LTV Ratio on or prior to the expiry of the Cure Period and (ii) the LTV ratio as of the Calculation Date immediately prior to the commencement of such Cure Period was less than or equal to 70%, then the Issuers will pay additional interest on all outstanding Notes in an amount equal to 2.0% per annum of the principal amount of such Notes commencing on the first day of the fiscal quarter immediately following such Calculation Date, and ending on the date on which the LTV Ratio is restored to the agreed levels set forth above. If, as of the next succeeding Calculation Date, the LTV ratio is equal to or greater than the Trigger LTV Ratio, an Event of Default will occur on such succeeding Calculation Date.
	
	If (i) the Issuers or the Guarantors fail to restore the LTV ratio to a level at least equal to the Trigger LTV Ratio on or prior to the expiry of the Cure Period and (ii) the LTV ratio was greater than 70% as of the Calculation Date immediately prior to the commencement of such Cure Period, an Event of Default will occur on the date of expiry of the Cure Period.
	
	"***Trigger LTV Ratio***" means 65%.

Release of Collateral	Subject to the terms of the indentures, the Collateral documents and the intercreditor agreement, the Issuers and the Guarantors will be entitled to the release of the Collateral from the security interest securing the obligations of the Notes under any one or more of the following circumstances: (a) in accordance with the indenture, the Collateral documents and the intercreditor agreement, if at any time the collateral agent, if and as instructed by the trustee, forecloses upon or otherwise exercises remedies against the Collateral resulting in the sale or disposition thereof; (b) in connection with an amendment or waiver of the indentures and/or the Collateral documents; (c) upon payment in full of the principal of, together with accrued and unpaid interest on, the Notes that are due and payable; (d) upon a legal defeasance or covenant defeasance under the indentures; (e) except with respect to any spare parts (subject to certain exceptions detailed in the Description of Notes) and intellectual property associated with the GOL brand, at any time at the election of the Issuers, in each case, so long as (A) no Event of Default will exist immediately after such release and (B) the Issuers would comply with the Trigger LTV Ratio immediately after giving effect to such release.

Appraisals	Summaries of the appraisal reports for the Day 1 Collateral will be disclosed in the disclosure documentation for the Senior Secured Exchangeable Notes offering. The Issuers will periodically deliver updated appraisals of the Collateral, if applicable.
Covenants	The terms of the Notes do not contain any restrictive covenants or provisions designed to protect holders of the Notes in the event that the Issuer or the Guarantors or any other of the Guarantors' present or future subsidiaries participate in a highly leveraged transaction. The terms of the Notes do not permit the Issuer to consolidate or merge with, or transfer all or substantially all of their respective assets to, another person, or to enter into transactions with affiliates, unless the Issuer complies with certain requirements.
Events of Default	Consistent with prior GOL international bond offerings, the Notes and the indentures will contain certain events of default, consisting of, among others, the following: (a) failure to pay the principal when due or failure to pay interest in respect of the Notes within 30 days of the due date for an interest payment; (b) failure to comply with the Issuer's obligation to exchange the Senior Secured Exchangeable Notes in accordance with the indenture upon exercise of a noteholder's exchange right for a period of three business days; (c) failure to comply with certain covenants relating to the collateral, including the LTV ratio, and such failure continues after the expiry of certain cure periods; (d) failure to comply with the Issuer's and the Guarantors' covenants with such failure continuing for 60 days after written notice has been delivered to the Issuer and the Guarantors; (e) failure to give a fundamental change notice with respect to the Notes when due and such failure continues for a period of three business days; (f) any indebtedness of the Issuer, the Guarantors or any of the significant subsidiaries of GLAI exceeding US$50.0 million that is not paid when due or is accelerated; (g) any default or event of default occurs under the indenture relating to the other Notes; (h) specified events of bankruptcy, liquidation or insolvency of GLAI or of any of its subsidiaries; and (i) if any of the collateral documents cease to be in full force and effect or if any security interest under the collateral documents ceases to be enforceable and of the same effect and priority purported to be created thereby.
Governing Law	The indenture, the guarantees, the Notes, the intercreditor agreement and the ADSs will be governed by the laws of the State of New York. The collateral documents, the warrants and the preferred shares issued by GLAI will be governed by Brazilian law.

Commitments	The undersigned investor (the "***Early Investor***") herewith agrees to commit to subscribe for up to $[●] million of the Senior Secured Exchangeable Notes offering. In the aggregate, the Early Investors will have the right to subscribe for up to $100 million of the Senior Secured Exchangeable Notes offering. GOL will ensure the allocation of the amounts committed in the order books of Senior Secured Exchangeable Notes offering. The Early Investor's commitment to subscribe for the Senior Secured Exchangeable Notes will be subject to: • execution of definitive documentation on the Senior Secured Exchangeable Notes offering, including a customary note purchase agreement with the initial purchasers of such offering, including representations, warranties, covenant, indemnification and termination provisions in line with prior GOL senior unsecured notes issuance, as adjusted to reflect the terms of this Term Sheet. • the Issuer of the Senior Secured Exchangeable Notes issuing at least $200 million in Senior Secured Exchangeable Notes (including any Senior Secured Exchangeable Notes to be acquired by the Early Investor) on or before February 28, 2021, and • The Early Investor may terminate its Commitment under this Term Sheet by notice to GOL, if after the execution and delivery of this Term Sheet and prior to February 28, 2021 (i) trading generally shall have been suspended or materially limited on, or by, as the case may be, any of the B3, the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Market, the Chicago Board of Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade or other relevant exchanges, (ii) trading of any securities of GOL shall have been suspended on any exchange or in any over-the-counter market, (iii) a material disruption in securities settlement, payment or clearance services in the United States or Brazil shall have occurred, (iv) any moratorium on commercial banking activities shall have been declared by United States Federal or New York State or Brazilian authorities or (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets, currency exchange rates or controls or any calamity or crisis that, in your judgment, is material and adverse and which, individually or together with any other event specified in this clause (v), makes it, in the Early Investor's reasonable judgment, impracticable or inadvisable to proceed with the transaction as set forth in this Term Sheet.

Upside Sharing	Senior Secured Exchangeable Notes: The Issuer is willing to share the benefit of the tightening of the credit spread and the stock price appreciation, if applicable, between the commitment and the pricing of the 144A Senior Secured Exchangeable. In the event that the interest rate is lower at the pricing of the Senior Secured Exchangeable Notes, the Issuer agrees to compensate the Early Investors for 50% of the present value of the difference in the interest rates over the term of the Senior Secured Exchangeable Notes. In the event that the final conversion price offered by the market is in excess of share price on the date of receiving all finalized commitments multiplied by the conversion premium (closing price on the date of receiving all commitments up 30% ("TGS Conversion Price")), the Issuer agrees to use reasonable best efforts to equivalently share 50% of the difference between the conversion price the market is offering and the TGS Conversion Price. As an example, if the market is offering a conversion premium of $13.00 and the TGS Conversion Price is $12.00, the Issuer would work with the Early Investor to find a mechanism that would provide the Early Investor equivalent value to a conversion price of $12.50 per share. Investors shall have the option to receive the upside sharing economics either in the form of a fee or in original issue discount ("OID"). Total upside sharing economics subject to a cap of $10 million in total compensation.
Representations and Warranties	GOL represents and warrants that, as of the date of this Term Sheet, there is no material non-public information or any other undisclosed material information about GOL and its subsidiaries as of the date of this Term Sheet.
Disclosure	The offering documents, investor presentation and/or other marketing materials for the Note offerings may disclose the aggregate principal amount of Notes to be acquired by the early investors, the existence (but not the amount) of the upside sharing. The offering documents will not disclose the name or identity of any Early Investor. Early Investor will not receive any information about GOL, GLAI or any of their Affiliates that is not publicly disclosed and/or included in the offering materials for the Notes.

Term Sheet - Senior Secured Debt Financing Program – Senior Secured Notes

December 17, 2020

This term sheet ("Term Sheet") sets forth the principal terms with respect to the Senior Secured Notes due 2026 to be issued by GOL as described in this Term Sheet (the "Transaction").

This Term Sheet contains all of the material terms and conditions with respect to the Transaction. The parties agree that with the exception of this Term Sheet, GOL will not disclose any material non-public information regarding GOL or any of its subsidiaries in the context of the Transaction.

Senior Secured Debt Financing Program:	This issuance of the Senior Secured Notes is the first placement under GOL's secured debt issuance program, which is designed to complement GOL's senior unsecured bond issuances and to make GOL's capital structure more efficient and diverse. The collateral securing the Senior Secured Notes and other collateral that may be added is available to serve as collateral for other GOL issuance of secured indebtedness, subject to the applicable collateral ratios and to the terms and conditions of the notes and an intercreditor agreement. GOL expects to issue and sell the Senior Secured Notes (as defined below) to the Early Investors by way of a private placement under Section 4(a)2 of the U.S. Securities Act of 1933, as amended ("**Securities Act**"). These notes will be assigned a Rule 144A CUSIP number for clearing purposes within DTC. GOL expects to subsequently (i) retap the Senior Secured Notes by way of a Rule 144 A/Regulation S offering, at no OID, and (ii) issue the Senior Secured Exchangeable Notes in a Rule 144A/Regulation S offering.
Senior Secured Notes	4(a)(2) issuance of Senior Secured Notes ("***Senior Secured Notes***").
Principal Amount	At least $300 million.
Issuer	GOL Finance, a finance subsidiary of GLAI, organized as a public limited liability company (*société anonyme*) under the laws of Luxembourg, having its registered office at 48, boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg).
Guarantors	GOL Linhas Aéreas Inteligentes S.A. ("***GLAI***", and, together with its subsidiaries "**GOL**") and GOL Linhas Aéreas S.A. ("***GLA***"), both incorporated in Brazil.
Interest	The Senior Secured Notes will bear interest at an annual rate of 8.00%. Interest will accrue from the Closing Date, and will be payable semiannually in arrears. Default interest will accrue on overdue principal and interest at a rate 2.00% per annum higher than the interest rate otherwise applicable to the Senior Secured Notes.
Issue Price	98.625%
Upfront Investment Premium	2.500% of the principal amount of Senior Secured Notes subscribed, payable in cash upon execution of the note purchase agreement.to which this Term Sheet is an Annex

Closing Date	To occur on December 23, 2020.
Maturity	June 30, 2026
Redemption Premium	After 24 months at 108% of par, plus accrued and unpaid interest and additional amounts, if any, to the redemption date. After 36 months at 104% of par, plus accrued and unpaid interest and additional amounts, if any, to the redemption date. After 48 months at par, plus accrued and unpaid interest and additional amounts, if any, to the redemption date.
Certain Terms of the Senior Secured Notes	
Use of Proceeds	GOL will use the net proceeds for the following: (g) Working capital of the Guarantors in order to accelerate investments; (h) Refinance certain existing indebtedness to free up certain assets for additional working capital financing for further investments in profitable growth opportunities while also generating NPV savings through interest savings optimization; (i) Repayment in part or in full of the Delta Loan per the conditions of the Loan Agreement; (j) Purchase of the equity interest in Smiles not currently owned by GOL; (k) Investments in of aircraft; and (l) General corporate purposes. The allocation of the proceeds among these uses of proceeds from the Senior Secured Notes offering shall occur at the full discretion of GOL.
Rating	Senior Secured Debt Financing Program to be rated at closing by Moody's
Listing	The Issuer will use commercially reasonable efforts to list the Senior Secured Notes on the Singapore Stock Exchange after the Closing Date.
Additional Issuances	The Issuers are entitled to, without the consent of the noteholders, increase the outstanding principal amount of the Notes by issuing additional Notes under the applicable indenture on the same terms and conditions as the existing Notes offered thereunder, so long as (a) the Issuer is in compliance with the Trigger LTV Ratio after giving effect to the issuance of such additional Notes, (b) the Issuers and the Guarantors shall have entered into additional Collateral documents and made all necessary filings so that any additional Collateral required to be delivered in connection with the issuance of any additional Notes is subject to first priority liens in favor of the collateral agent, for the benefit of the noteholders, as Collateral for all of the obligations of the Issuers and the Guarantors under the Notes and the Guarantees and (c) no Default or Event of Default has occurred and is continuing or will occur as a result of or immediately after the issuance of the additional Notes.

Collateral and Intercreditor Agreement	The following assets, whether now existing or hereafter acquired (collectively, the "***Collateral***"): Approximately $845 million of "**Day 1 Collateral**" comprised of: (c) All intellectual property associated with the GOL brand; and (d) All unencumbered spare parts. The "**Day 1 Collateral**" will be perfected within 30 days of the Closing Date for the Senior Secured Notes. Additional eligible Collateral may be added at GOL's option, including in order to comply with the Trigger LTV Ratio: (h) Spare engines; (i) Flight simulators (j) Unencumbered non-credit card backed receivables; (k) First lien on some or all newly acquired Aircraft not subject to any other first lien financing; (l) Second lien on some or all newly acquired Aircraft subject to another first lien financing; (m) First lien on Smiles' revenues; and/or (n) First lien on all intellectual property associated with the Smiles brand. Agreed upon forms of the additional eligible Collateral documentation will be annexed to the indentures of the Senior Secured Notes and Senior Secured Exchangeable Notes, except with regard to item (e) above, which will be a second lien with terms and conditions consistent with the applicable first lien documentation for the relevant aircraft (but for being a second lien), if any. Both the Senior Secured Notes and the Senior Secured Exchangeable Notes would rank pari passu and share equally in the Collateral, subject to the terms of an intercreditor agreement to be entered into at the Closing Date of the Senior Secured Exchangeable Notes.

LTV Ratio	Initial loan-to-value to be approximately 37-47% upon the issuance of the Senior Secured Notes.
	
	The Issuers and the Guarantors shall, on each interest payment date, beginning on December 31, 2021 (each such day, a "***Calculation Date***"), ensure that, among other requirements, the LTV ratio shall be less than the Trigger LTV Ratio.
	
	If the LTV ratio is equal to or greater than the Trigger LTV Ratio as of any Calculation Date, the Issuers and the Guarantors shall, (i) within 15 Brazilian business days from such Calculation Date, enter into and deliver all documents and agreements required to grant a first-priority lien in any additional Collateral for the benefit of the secured parties in order that the LTV ratio shall be restored to a level at least equal to the Trigger LTV Ratio and (ii) ensure that the first-priority Lien in such additional Collateral shall be perfected on or prior to the date falling 30 Brazilian business days after such Calculation Date (the "***Cure Period***").
	
	If (i) the Issuers or the Guarantors fail to restore the LTV ratio to a level at least equal to the Trigger LTV Ratio on or prior to the expiry of the Cure Period and (ii) the LTV ratio as of the Calculation Date immediately prior to the commencement of such Cure Period was less than or equal to 70%, then the Issuers will pay additional interest on all outstanding Notes in an amount equal to 2.00% per annum of the principal amount of such Notes commencing on the first day of the fiscal quarter immediately following such Calculation Date, and ending on the date on which the LTV Ratio is restored to the agreed levels set forth above. If, as of the next succeeding Calculation Date, the LTV ratio is equal to or greater than the Trigger LTV Ratio, an Event of Default will occur on such succeeding Calculation Date.
	
	If (i) the Issuers or the Guarantors fail to restore the LTV ratio to a level at least equal to the Trigger LTV Ratio on or prior to the expiry of the Cure Period and (ii) the LTV ratio was greater than 70% as of the Calculation Date immediately prior to the commencement of such Cure Period, an Event of Default will occur on the date of expiry of the Cure Period.
	
	"***Trigger LTV Ratio***" means 65%.

Release of Collateral	Subject to the terms of the indentures, the Collateral documents and the intercreditor agreement, the Issuers and the Guarantors will be entitled to the release of the Collateral from the security interest securing the obligations of the Notes under any one or more of the following circumstances: (f) in accordance with the indenture, the Collateral documents and the intercreditor agreement, if at any time the collateral agent, if and as instructed by the trustee, forecloses upon or otherwise exercises remedies against the Collateral resulting in the sale or disposition thereof; (g) in connection with an amendment or waiver of the indentures and/or the Collateral documents; (h) upon payment in full of the principal of, together with accrued and unpaid interest on, the Notes that are due and payable; (i) upon a legal defeasance or covenant defeasance under the indentures; (j) except with respect to any spare parts (subject to certain exceptions detailed in the description of notes) and intellectual property associated with the GOL brand, at any time at the election of the Issuers, in each case, so long as (A) no Event of Default will exist immediately after such release and (B) the Issuers would comply with the Trigger LTV Ratio immediately after giving effect to such release.
Appraisals	Summaries of the appraisal reports for the Day 1 Collateral will be disclosed in the disclosure documentation for the Senior Secured Notes offering and the Senior Secured Exchangeable Notes offering. The Issuers will periodically deliver updated appraisals of the Collateral, if applicable.
Covenants	The terms of the Notes do not contain any restrictive covenants or provisions designed to protect holders of the Notes in the event that the Issuer or the Guarantors or any other of the Guarantors' present or future subsidiaries participate in a highly leveraged transaction. The terms of the Notes do not permit the Issuer to consolidate or merge with, or transfer all or substantially all of their respective assets to, another person, or to enter into transactions with affiliates, unless the Issuer complies with certain requirements.

Events of Default	Consistent with prior GOL international bond offerings, the Notes and the indentures will contain certain events of default, consisting of, among others, the following: (j) failure to pay the principal when due or failure to pay interest in respect of the Notes within 30 days of the due date for an interest payment; (k) failure to comply with the Issuer's obligation to exchange the Senior Secured Exchangeable Notes in accordance with the indenture upon exercise of a noteholder's exchange right for a period of three business days; (l) failure to comply with certain covenants relating to the collateral, including the LTV ratio, and such failure continues after the expiry of certain cure periods; (m) failure to comply with the Issuer's and the Guarantors' covenants with such failure continuing for 60 days after written notice has been delivered to the Issuer and the Guarantors; (n) failure to give a fundamental change notice with respect to the Notes when due and such failure continues for a period of three business days; (o) any indebtedness of the Issuer, the Guarantors or any of the significant subsidiaries of GLAI exceeding US$50.0 million that is not paid when due or is accelerated; (p) any default or event of default occurs under the indenture relating to the other Notes; (q) specified events of bankruptcy, liquidation or insolvency of GLAI or of any of its subsidiaries; and (r) if any of the collateral documents cease to be in full force and effect or if any security interest under the collateral documents ceases to be enforceable and of the same effect and priority purported to be created thereby.
Governing Law	The indenture, the guarantees, the Notes, the intercreditor agreement and the ADSs will be governed by the laws of the State of New York. The collateral documents, the warrants and the preferred shares issued by GLAI will be governed by Brazilian law.

Representations and Warranties	GOL represents and warrants that, as of the date of this Term Sheet, there is no material non-public information or any other undisclosed material information about GOL and its subsidiaries as of the date of this Term Sheet.
Disclosure	The offering documents, investor presentation and/or other marketing materials for the Note offerings may disclose the aggregate principal amount of Notes to be acquired by the early investors, the existence (but not the amount) of the upside sharing. The offering documents will not disclose the name or identity of any Early Investor. Early Investor will not receive any information about GOL, GLAI or any of their Affiliates that is not publicly disclosed and/or included in the offering materials for the Notes.

SCHEDULE E

FORM OF INVESTOR REPRESENTATION LETTER

To the Placement Agents named in Annex A hereto

Re: Purchase of % Senior Secured Notes Due 2026 (the "Securities") issued by GOL Finance (the "Company")

Ladies and Gentlemen:

In connection with the offer and sale of the Securities to be issued by the Company, we represent, warrant, agree and acknowledge as follows:

1. No disclosure or other offering document has been prepared in connection with the placement of the Securities by any of the Placement Agents named in Annex A hereto or their respective affiliates (together, the "Placement Agents"). No Placement Agent nor any person representing or otherwise acting on any Placement Agent's behalf has made any representation to us about the Company or the placement of the Securities and we have not relied on any such statements or information in making our investment decision.

2. We are qualified as a sophisticated institutional investor and has sufficient knowledge, experience and expertise in financial, business and tax matters and in assessing securities (in particular illiquid investments and the related risks) and market, tax and all other relevant risks, including the specific risks of investing in Brazil and in the industry in which the Issuer and the Guarantors conduct their business.

3. We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits, risks and suitability of investing in the Securities (and have sought such accounting, legal and tax advice as we have considered necessary to make an informed investment decision) and are aware that there are substantial risks incident to the purchase of the Securities. We have had access to, and an adequate opportunity to review, financial and other information as we deem necessary to make our decision to purchase the Securities.

4. We are (i) a qualified institutional buyer (as defined in Rule 144A of the Securities Act of 1933 as amended (the "Securities Act")), (ii) an accredited investor (as defined in Rule 501 of the Securities Act) or (iii) not a U.S. Person (as defined in Regulation S under the Securities Act) and outside the United States and were located outside the United States at the time any offer to buy the Notes was made to us and at the time that this Purchase Agreement is executed by us. Accordingly, we understand that the offering meets the exemptions from filing under FINRA Rule 5123(b)(1)(C) or (J).

5. We (i) are an institutional account as defined in FINRA Rule 4512(c), (ii) are a sophisticated investor, experienced in investing in private equity transactions and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities and (iii) have exercised independent judgment in evaluating our participation in the purchase of the Securities. Accordingly, we understand that the offering meets (i) the exemptions from filing under FINRA Rule 5123(b)(1)(A) and (ii) the institutional customer exemption under FINRA Rule 2111(b).

4. We and our advisor(s), if any, have asked such questions, received such answers and obtained such other information from the Issuer, the Guarantors and their respective representatives and counsel as we and our advisor(s), if any, deem relevant or necessary in order to make an investment decision with respect to the Securities.

5. Alone, or together with our advisor(s), we have (i) adequately analyzed and assessed (including by conducting our own independent review and diligence of the Issuer and the Guarantors) the merits and risks of an investment in the Securities, (ii) determined that the Securities are a suitable investment for us, and (iii) performed our own legal, accounting and tax analysis and received such investment, financial, tax, legal and other advice as it deems appropriate under the circumstances, and have concluded that the investment in the Securities: (x) is fully consistent with our financial requirements and financial condition, investment objectives and risk tolerance; (y) complies and is fully

consistent with all investment policies, guidelines and restrictions applicable to us; and (z) is a fit, proper and suitable investment for us.

6. (i) We are acquiring the Securities on our own behalf, as an [investment fund], organized and existing in accordance with the laws of [●], (for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof), (ii) we have not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell, the Securities by means of any form of general solicitation or general advertising or in any manner involving a public offering of the Securities, and (iii) we understand that no federal or state agency of any jurisdiction has passed upon the Securities or made any findings or determination as to the fairness of an investment in the Securities.

7. We understand and agree that the Securities are illiquid and that (i) we are able at this time and in the foreseeable future to bear the economic risk of a total loss of our investment in the Securities and is voluntarily assuming all risks associated with the purchase and holding of the Securities, (ii) we may be required to hold the Securities indefinitely, (iii) we have no need for liquidity with respect to the Securities, (iv) we have no need to dispose of the Securities to satisfy any existing or contemplated undertaking or indebtedness, (v) a possibility of total loss exists, and (vi) there is no established market for the Securities and that no public market for the Securities may develop.

8. We agree not to engage in hedging transactions with regard to the Securities unless in compliance with applicable laws.

9. We acknowledge, understand and agree that (i) in making the decision to purchase the Securities, we have relied solely upon the independent investigation made by us and our independent assessment of the merits and risks of an investment in the Securities, and (ii) such decision to purchase Securities was formed based on such independent investigation of the Issuer, the Guarantors and the Securities, and such independent assessment of the merits and risks of an investment in the Securities.

10. We have not undertaken and will not undertake any activity for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities.

11. We are aware that the sale to us is being made in reliance on a private placement exemption from registration under the Securities Act and are acquiring the Securities for our own account or for an account over which we exercise sole discretion for another qualified institutional buyer.

12. The Securities have not been registered under the Securities Act or any other applicable securities laws, are being offered for sale in transactions not requiring registration under the Securities Act, and unless so registered, may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act or any other applicable securities laws, pursuant to any exemption therefrom or in a transaction not subject thereto. We are not acquiring the Securities with a view to, or for the sale or resale in connection with, any distribution of the Securities within the meaning of the Securities Act or any other applicable securities laws.

13. We acknowledge that (i) the Issuer, the Guarantors or the Placement Agents currently may have, and later may come into possession of, information regarding the Issuer that is not known to us and that may be material to a decision to enter into this transaction to purchase the Securities ("Excluded Information"), (ii) we have determined to enter into the this transaction to purchase the Securities notwithstanding our lack of knowledge of the Excluded Information, and (iii) neither the Company nor the Guarantors nor the Placement Agents shall have liability to us, and we hereby to the extent permitted by law waive and releases any claims we may have against the Company and the Placement Agents, with respect to the nondisclosure of the Excluded Information.

13. In connection with the issue and purchase of the Securities, the Placement Agents have not acted as our financial advisors or fiduciaries.

14. The Placement Agents and their respective directors, officers, employees, representatives and controlling persons have made no independent investigation with respect to the Issuer, the Guarantors or the Securities or the accuracy, completeness or adequacy of any information supplied to us by the Issuer.

15. In connection with the issue and purchase of the Securities, the Placement Agents have not acted as our financial advisors or fiduciaries.

16. We acknowledge, understand and agree that the obligations of the Issuer under the Indenture and the Securities and of the Guarantors under the guarantees will be secured by the Collateral as described in the Private Placement Memorandum.

17. We agree to release the Issuer, the Guarantors and the Placement Agents from and against: (i) any legal, equitable or other claim that may arise under the Securities Act, the Securities Exchange Act of 1934, the rules and regulations thereunder, any other applicable law, rule or regulation or in general under any theory of liability or relief in connection with the offer and sale of the Securities; and (ii) any losses, damages, injuries, declines in value, lost opportunities, liabilities, fees, charges, costs or expenses of any nature that we may suffer in connection with the offer and sale of the Securities.

Very truly yours,

[NAME OF INVESTOR]

By: _____
Name:
Title:

Date:

ANNEX B – INTELLECTUAL PROPERTY APPRAISAL

aviation consulting

Valuation of:
Gol Linhas Aéreas Inteligentes S.A. Brand Intellectual Property

Client:
Gol Linhas Aéreas Inteligentes S.A.

Date:
November 19, 2020

HQ – Washington D.C.
2101 Wilson Boulevard
Suite 1001
Arlington, Virginia 22201
USA
Tel: +1 703 276 3200
Fax: +1 703 276 3201

Dublin
Harcourt Centre, Suite 511
Harcourt Road
Dublin 2
D02 HW77 Ireland
Tel: +353 1 477 3057

Hong Kong
Tel: +852 2824 8414
Fax: +852 3965 3222

ISTAT

www.mba.aero

TABLE OF CONTENTS

I. VALUATION SUMMARY

VALUATION SUMMARY

SUBJECT ENTITY	Gol Linhas Aéreas Inteligentes S.A.
SUBJECT ASSET	Gol Linhas Aéreas Inteligentes S.A.'s Brand Intellectual Property
NUMBER OF EMPLOYEES	Approximately 15,000
PURPOSE OF VALUATION	Consideration for Financing Agreement
STANDARD OF VALUE	Fair Market Value
PREMISE OF VALUE	Going Concern
VALUATION DATE	November 19, 2020
VALUATION APPROACHES	Income Approach
VALUATION METHODS	The Relief from Royalty Method
REPORT TYPE	Summary Report
CONCLUSION OF VALUE	R$3,529,943,000

II. INTRODUCTION

Subject & Purpose of the Valuation Engagement

mba Aviation ("mba") was engaged by Gol Linhas Aéreas Inteligentes S.A. ("GOL," the "Client," or the "Subject Entity") to estimate the value of its Brand Intellectual Property ("Subject Asset") as of November 2020 (the "Valuation Date").

It is understood by mba that the Conclusion of Value will be used by the Client in connection with a financing agreement. mba understands that this report may be provided to agents, lenders, and other parties in connection with such financing agreement. This Valuation Report was prepared solely for the purpose described in this paragraph and, accordingly, should not be used for any other purpose. This Report should not be distributed to any party other than the Client or the agents, lenders, and other parties in connection with such financing agreement without the express knowledge and written consent of mba.

Relevant Dates

mba was engaged to value the Subject Assets as of the Valuation Date. For the purpose of this valuation, historical financials and other information covering the results of the Subject Entity's operations were used, including forecasted financial performance and estimates of passenger growth provided by the Client. It is mba's understanding that this information represents the most complete and reliable financial information available as of the date of this report. In this valuation, mba considered only circumstances that existed as of, and events that occurred up to, the Valuation Date. However, events occurring after the Valuation Date but before the date of this report (i.e. subsequent events) were taken into account to the extent that they were indicative of conditions that were known or knowable as of the Valuation Date.

Standard & Premise of Value

Two important concepts mba considered before beginning this engagement were the applicable Standard of Value and Premise of Value. Standard of Value deals with the definition of value or the type of value being proffered. Numerous Standards of Value exist and may be applicable for a particular valuation, depending on the purpose of that engagement. For this valuation, the applicable Standard of Value is Fair Market Value.

The IRS defines Fair Market Value as:

> *The price at which property would change hands between a willing buyer and a willing seller when the former is not under any compulsion to buy and the latter is not under any compulsion to sell, both parties having reasonable knowledge of relevant facts.*

Premise of Value deals with the "how" in a transaction. The valuation premise may be either in-use or in-exchange, with the determining factor being the highest and best use as considered from a market participant's perspective. In this case, the Conclusion of Value is based on an in-use valuation premise of Going Concern, which assumes that the Subject Entity will continue to operate into the future.

Scope of the Valuation Engagement

There is a specialized classification of intangible assets called intellectual properties. Intellectual properties manifest all of the economic existence and economic value attributes of other intangible assets. Intangible assets are often created in the normal course of business operations. However, intellectual properties are created by human intellectual or inspirational activity. A common categorization of intellectual property types is:

1. Creative (e.g. trademarks, trade names, service marks, logos, copyrights, computer software)
2. Innovative (e.g. patents, industrial designs, trade secrets)

mba has valued the Subject Asset and considered the following factors in this valuation:

- The nature of the business, the Subject Asset and the history of the enterprise from its inception;
- The economic outlook in general and the condition and outlook of the specific industry in particular;
- The financial condition of the business; and
- The earning capacity of the business and its Subject Asset.

mba's scope of work included but was not necessarily limited to the following:

- Discussions with management concerning the Subject Asset, financial and operating history, and forecasted future operations of the Subject Entity;
- Analysis of historical financial statements and other financial and operational data concerning the Subject Asset;
- Analysis of forecasted financial and operational data concerning the Subject Asset;
- Research concerning the Subject Entity, its financial and operating history, the nature of its products, services, and technologies, and its competitive position in the marketplace;
- Research and analysis on the industry segment in which the Subject Entity operates;
- Research and analysis on current economic conditions and the outlook for the United States (U.S.) economy; and
- Analysis and estimation of the value of the Subject Assets as of the Valuation Date.

Sources of Information

The principal sources of information utilized in conducting this analysis were as follows:

- Interviews with Subject Entity;
- Internal financial statements as of November 2020 and audited financial statements for the years ended December 31, 2015, through 2019;
- Forecasted financial statements prepared by the Subject Entity;
- Subject Entity Corporate Presentation;
- Subject Entity website;
- Statistics, studies, forecasts, and articles regarding the industry in which the Subject Entity operates and the economic environment; and
- mba's internal data and values for the assets held by the Subject Entity.

Financial and other pertinent information provided to mba by the Subject Entity has been accepted without further verification. mba did not audit, review, compile, or attest under the AICPA Statements on Standards for Attestation Engagements (SSAEs) to any financial information derived from those sources, and mba, therefore, assumes no responsibility for any such financial information.

Refer to Section X for a complete list of Assumptions & Limiting Conditions applicable to this Valuation Report. Certain specific assumptions and limiting conditions may be cited in the body of this report.

III. SUBJECT ENTITY OVERVIEW

Nature, Background & History

GOL was founded in 2000 and initiated operations as Brazil's first low-cost carrier in 2001. GOL's unique business model permits a flexible and versatile operation, avoiding over and under capacity as the Brazilian market evolves. In addition to a standardized 737 fleet type, its focus on business traffic in key markets in Brazil, short-term sublease agreements, tailored crew scheduling and a flexible hub-based network have ensured the versatility of its business model and drives its operating margins. GOL maintains the lowest operating costs (on a CASK) basis of any Brazilian airline in each year since they began operating.

As of December 31, 2019, GOL operated a single fleet of 130 Boeing 737 Next Generation aircraft and seven 737-8 MAX to offer more than 750 daily flights across 100 destinations in Brazil, South America, the Caribbean and the U.S. In 2018, GOL generated total net revenue of R$11.4 billion with an operating margin of 12.3% and, in 2019, generated total net revenue of R$13.9 billion with an operating margin of 15.4%.

GOL is among the five largest low-cost carriers globally based on annual revenue, it has achieved an aircraft utilization of 12.3 block hours per day, one of the highest in the world. The airline operates the most flights at Brazil's busiest airports, boasts the leading Brazilian airline loyalty program, with 16.9 million members and is the country's second largest cargo airline with a 25.0% market share as measured by ATK.

Strategy

The Subject Entity's goal is to be *The First Airline for Everyone* in Brazil, by offering the most attractive option for air travel with a compelling combination of value, product, and service. The key elements of its business strategy are maintaining low unit cost, offering the best value to the customer, capitalizing on its strong market position, and expanding in global markets.

GOL aims to maintain its cost advantage by continuing to achieve high aircraft utilization, relying on new generation, fuel-efficient aircraft that deliver lower operating costs and taking a disciplined approach to operational performance. Due to its low unit costs and high efficiencies, GOL can provide competitive low fares with dependable, reliable and on-time customer service. GOL intends to increase penetration across all traveler segments. Since 2008, the number of domestic airline passengers carried in Brazil has increased by 67.0% to 95.3 million in 2019, according to ANAC. Brazilian domestic air passenger demand grew 0.8% in 2019, and IATA, based on 2017 data, suggested that it will double its size in the next two decades. While GOL will remain focused on Brazilian markets, it expects to explore opportunities provided by the Boeing 737 MAX fleet, which will permit an approximate 15.0% increase in distance flow, expanding international operations to selected cities in the Caribbean, South America, North America, and other locations.

Competition

GOL competes with eight carriers in the Brazilian domestic market. The nine carriers are listed below, with the number of available seat kilometers (ASKs) and frequencies they have within the Subject Entity's core and target markets during 2020.

CARRIER	ASKS (000)	FREQUENCIES
GOL LINHAS AEREAS S.A.	24,600,205	129,950
LATAM AIRLINES GROUP	21,384,509	112,599
AZUL AIRLINES	17,965,070	153,769
PASSAREDO	335,070	9,867
MAP LINHAS AEREAS	39,656	1,426
ASTA - SOUTH AMERICA AIR TAXI	8,705	2,241
VIVA AIR COLOMBIA	1,013	2
TAP AIR PORTUGAL	242	8

GOL also competes with 48 carriers that have a significant presence in the international Brazilian market. The top 15 carriers, by number of ASKs, are listed below with the number of ASKs and frequencies they have within the Subject Entity's core and target markets during 2020.

CARRIER	COUNTRY	ASKS (000)	FREQUENCIES
LATAM AIRLINES GROUP	Brazil / Chile	34,116,465	123,553
GOL LINHAS AEREAS S.A.	Brazil	26,586,317	134,106
AZUL AIRLINES	Brazil	21,980,706	156,253
TAP AIR PORTUGAL	Portugal	5,748,853	2,843
KLM-ROYAL DUTCH AIRLINES	The Netherlands	3,922,221	1,159
AIR FRANCE	France	3,741,644	1,326
AMERICAN AIRLINES	USA	3,484,363	1,860
UNITED AIRLINES	USA	3,319,516	1,630
LUFTHANSA GERMAN AIRLINES	Germany	2,685,539	779
EMIRATES	United Arab Emirates	2,569,687	653
QATAR AIRWAYS	Qatar	2,330,703	803
COPA AIRLINES	Panama	2,015,658	2,671
DELTA AIR LINES	USA	1,726,542	849
BRITISH AIRWAYS	Great Britain	1,449,026	620
ALITALIA	Italy	1,317,803	486

Source: OAG Schedules Data, as of November 2020

IV. SUBJECT ASSET OVERVIEW

There is a specialized classification of intangible assets called intellectual properties. Intellectual properties manifest all of the economic existence and economic value attributes of other intangible assets. Intangible assets are often created in the normal course of business operations. However, intellectual properties are created by human intellectual or inspirational activity. A common categorization of intellectual property types is:

1. Creative (e.g. trademarks, trade names, service marks, logos, copyrights, computer software)
2. Innovative (e.g. patents, industrial designs, trade secrets)

Intellectual Property

Intellectual properties are assets with the capability of generating revenue, decreasing costs, expanding and protecting competitive positions, or enhancing customer value propositions.

GOL's brand, marketing, and distribution method contributes to its intellectual property. The distribution technology and approach creates significant cost savings and enables the Subject Entity to continue building loyalty with customers through increased interaction with them. The GOL brand is established as a global leader in online booking and direct to consumer sales.

The low cost distribution strategy results in reduced expenses by avoiding the fees associated with the use of Global Distribution System (GDS) distribution points.[1] Every GDS charges per transaction. Booking fees are usually between 2.0%–4.0% of a ticket price, and around 20.0% for a hotel booking.[2] The automated marketing and targeted advertising allows GOL to maintain lower than industry costs on a per passenger basis.

GOL is also able to utilize data and analytics to grow revenues and optimize the customer experience. GOL has a leading technical function, which provides multiple cost effective opportunities to market products and services, including at the time of travel purchase, between purchase and travel, and after travel is complete. GOL continues to evolve ways of working with technology to engage customers and employees; this creates additional revenue opportunities by allowing the Subject Entity to capitalize on customer loyalty. GOL has recently leveraged technology to create a travel process emphasizing contactless check-in for comfort and safety of customers during the ongoing COVID-19 pandemic.[3]

[1] GOL NYSE Investor Roundtable June 24, 2020.
[2] A-viewpoint-on-GDS-surcharges-and-the-evolving-airline-distribution-landscape, TPConnects.
[3] GOL Results 3Q20 Presentation.

The full year financial statements for the Subject Entity are summarized below.

R$ MILLIONS	2015	2016	2017	2018	2019
REVENUE	R$9,778	R$9,867	R$10,576	R$11,411	R$13,865
REVENUE GROWTH, Y/Y	-2.9%	0.9%	7.2%	7.9%	21.5%
EBITDA	R$236	R$1,144	R$1,495	R$2,068	R$3,865
EBITDA MARGIN	2.4%	11.6%	14.1%	18.1%	27.9%

V. AVIATION INDUSTRY OVERVIEW

An essential consideration in any appraisal is the condition of the market at the time the valuation is rendered. Without question, 2020 has been a year unlike any other in recent memory, with macroeconomic, geopolitical and global health questions pushing the world economy in general and the aviation industry specifically down from the highs of recent years. This section defines market conditions, including general market commentary, highlighting major factors currently influencing aircraft values, as well as mba's view of the current market situation for each aircraft type examined in this valuation.

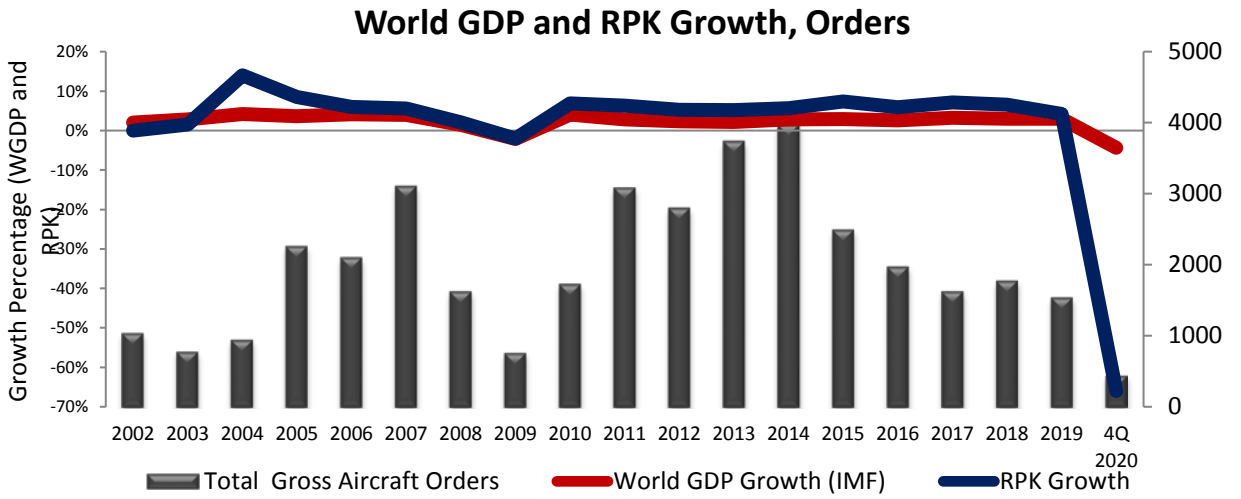
Passenger Traffic

There are a number of variables that have historically shown a strong correlation to aircraft values. These variables include but are not limited to: global Gross Domestic Product (GDP), Revenue Passenger Kilometer (RPK), and Available Seat Kilometer (ASK) rates of growth, as well as an aircraft's placement on the production line, ubiquity, technical obsolescence, active-to-parked ratio, production status, and order backlog, which all help predict long-term values prospects. Other factors, like oil prices and active-to-parked ratio, have traditionally offered insight into short-term value fluctuations. However, entering 4Q 2020, the aviation industry is facing the winter season, which historically is tough on airline revenues., In addition, geopolitics and production, let alone air traffic, are still going through an unprecedented period of shock, yet the overall global economy started to emerge from the lows to where it had plunged in April 2020 during the "Great Lockdown". In its most recent World Economic Outlook (WEO) Report as of October 2020, the International Monetary Fund (IMF) emphasized how difficult it will be to rekindle economic activity as the COVID-19 pandemic continues to surge and consequent partial lockdowns start to be reinstated across the world. Global growth is projected to continue to shrink dramatically, with world output at -4.4%, a less-severe projection than June 2020's forecast of -4.9% ,that placed the GDP forecast around 6.5 percentage points lower than the pre-COVID-19 projections of January 2020. This forecast reflects the "better-than-anticipated 2Q GDP outturns, mostly in advanced economies, where activity began to improve sooner than expected after lockdowns were scaled back in May and June, as well as indicators of a stronger recover in the third quarter". However, the anticipated recovery in 2021 has dropped to 7.2% from 24.0% in April's projections.

Analyzed in conjunction, two of the best indicators of the health of the commercial aviation industry are the number of new aircraft orders placed and RPK growth, which the International Air Transport Association (IATA) defines as the number of paying passengers multiplied by total kilometers flown. Both of these data points and trends have been highly correlated to world GDP in the past. By looking at the forecasted world GDP, the potential RPK growth can typically be assumed, which in turn influences new aircraft orders if passenger demand increases.

Unfortunately, as of 4Q20, the COVID-19 pandemic and safety protocols around it have all but halted mobility globally, especially air traffic. In September 2020, IATA predicted that full-year passenger demand (domestic and international) would be down 66.0% compared to 2019, down from the April forecast of a 48.0% decline. While recent data shows improvements over the unprecedented lows early in the pandemic, IATA's Director General remarked in September that recovery would be slower than expected in the spring: "We now think it will be 2024 before RPKs return to 2019 levels. And this could slip further if we have setbacks in containing the virus or finding a vaccine."

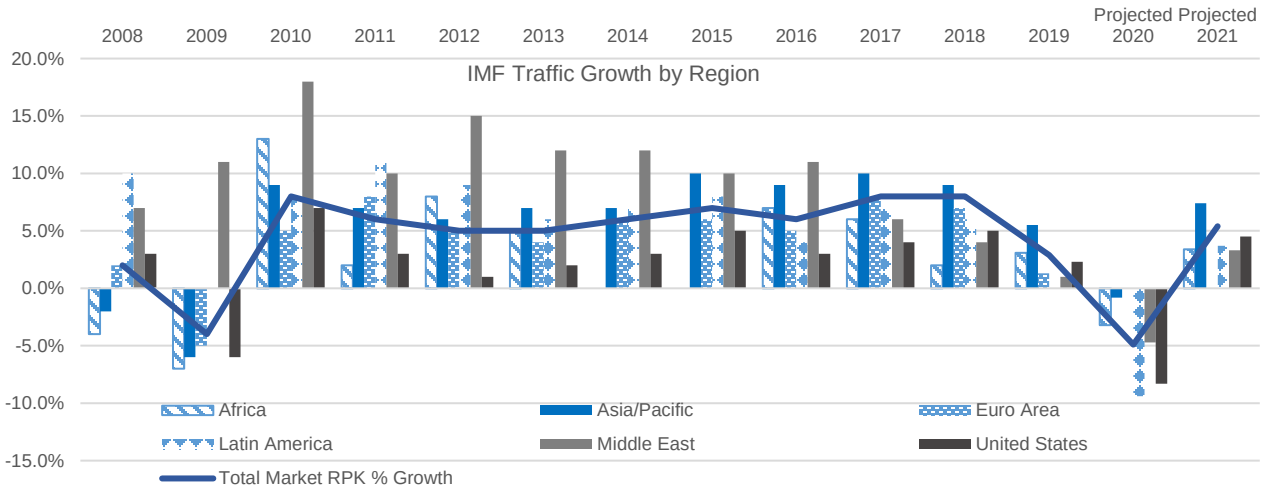
As seen in the chart below, air passenger traffic has always been sensitive to global economics and geo-politics, and this will be no different, despite such unparalleled declines in air traffic in the first half of 2020. History has also shown that traffic has typically rebounded in the periods following extraordinary circumstances.



Source: STAR Fleet, OEMs, World Bank, IATA

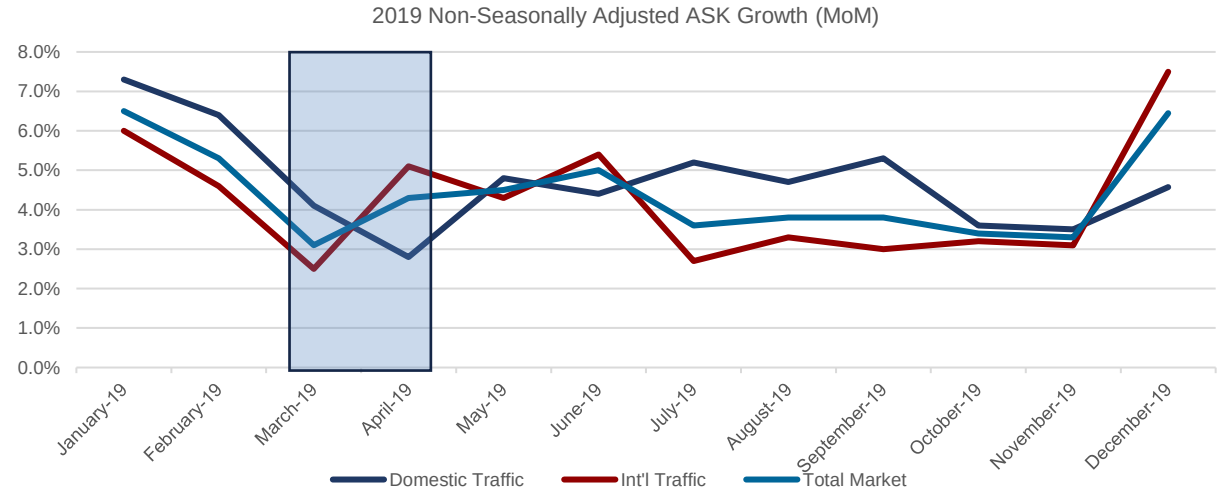
Historical growth patterns may still prove useful when forecasting traffic post-COVID-19. Annual traffic growth had already slowed down dramatically as 2019 came to a close. Profound geopolitical and geo-economic uncertainties like Brexit, United States (U.S.)-China trade relations, and escalating tensions in the Commonwealth of Independent States (CIS) and the Middle East all weighed heavily on recent forecasts for the aviation industry. In addition, the grounding of the 737 MAX strained capacity, which in turn held back RPK growth. While 2018 marked the ninth consecutive year of above-trend growth in RPKs, rates retracted throughout 2019 and remained well below the 20-year average rate of approximately 5.5%.

In 2019, real Global RPK and economic growth were primarily driven by Emerging Market and Developing Economies, where GDPs are collectively estimated to have grown by 3.5% in 2019, down from 4.3% in 2018, compared to advanced economies' rates of 1.6% in 2019 and 2.2% in 2018, according to the World Bank. According to its most recent WEO, the IMF forecasted a 3.0% drop in market output in the Emerging and Developing Economies in 2020, and a rebound of 5.9% in 2021 (compared to Advanced economies' -8.0% in 2020 and +4.8% in 2021) but warns that if containment measures last longer than the projected recovery in 2021, they may be hit harder than advanced economies if tight financial conditions persist.



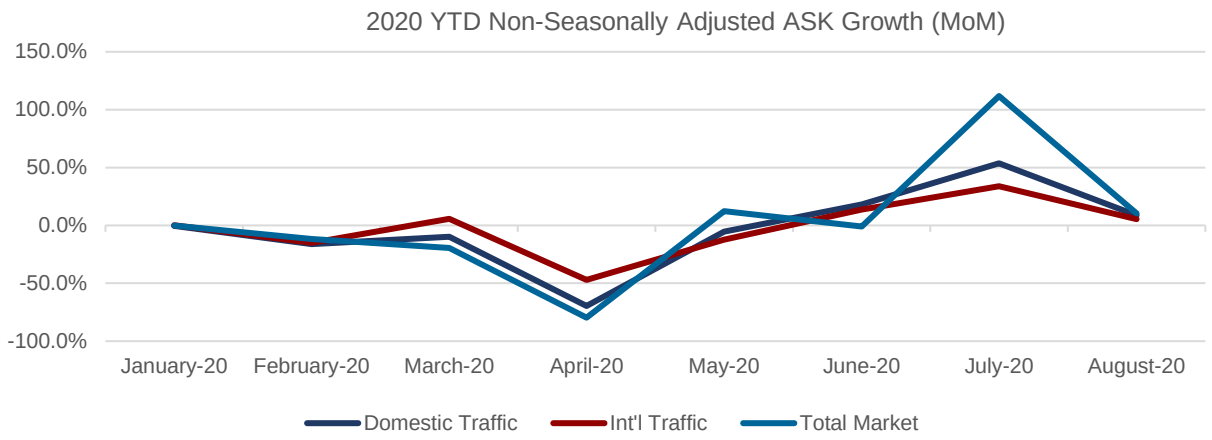
Source: IATA.org: 2006–2020

Another important traditional metric of air travel health are ASKs. A measure of passenger capacity, it reveals real air traffic growth, visibly contracting in 2019 around the time of the 737 MAX groundings. Comparing domestic, international, and total ASK growth rates is another measure confirming slowing air travel growth and, in the case of recent months, a considerable rebound in domestic air travel.



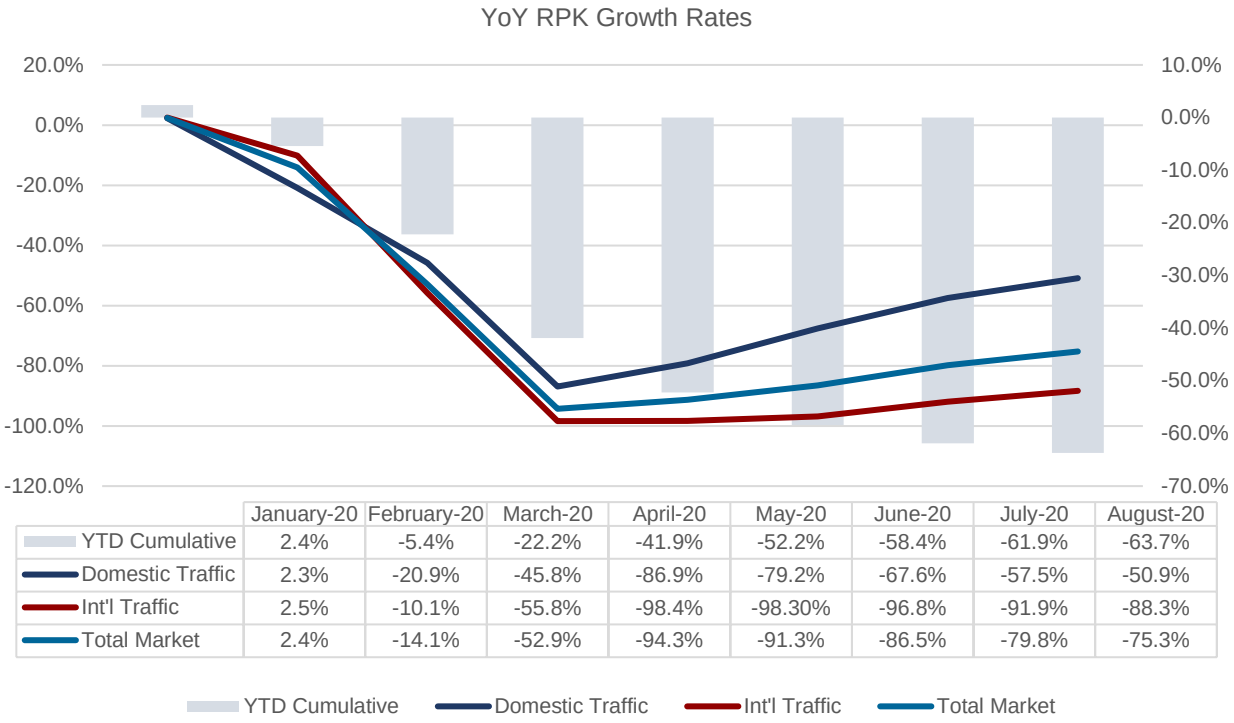
Source: OAG Analyzer

In 2020 so far, one can see how aberrantly air traffic has behaved, while also noting that the worst of the ASK retraction appears to have occurred at the height of uncertainty about the pandemic. Though the beginnings of a recovery from April can be seen in the following chart, the upcoming winter season is expected to stunt the speed of recovery, especially for long-haul travel.



Source: OAG Analyzer

A closer look at 2020 RPK rates also reveals the dramatic depression in travel revenue thus far in 2020, corresponding to the plummeting travel demand, as well as the summer's early, yet hopeful, indications of a rebound, specifically in domestic air travel. Whether the rebound is temporary or the beginning of a trend remains to be seen.



	January-20	February-20	March-20	April-20	May-20	June-20	July-20	August-20
YTD Cumulative	2.4%	-5.4%	-22.2%	-41.9%	-52.2%	-58.4%	-61.9%	-63.7%
Domestic Traffic	2.3%	-20.9%	-45.8%	-86.9%	-79.2%	-67.6%	-57.5%	-50.9%
Int'l Traffic	2.5%	-10.1%	-55.8%	-98.4%	-98.30%	-96.8%	-91.9%	-88.3%
Total Market	2.4%	-14.1%	-52.9%	-94.3%	-91.3%	-86.5%	-79.8%	-75.3%

Source: OAG Analyzer

Global Events' Impact on Aviation

Pre-COVID era geopolitical and geoeconomic events of the past few years are still generating uncertainty and volatility in the aviation industry at the mid-point of 2020. China saw its lowest rate of economic growth since 1992 in 2019, after introducing tariffs on US$60 billion of American goods and threatening to reduce Chinese orders of Boeing aircraft. In response, the Trump Administration proposed an escalation of tariffs on Chinese aircraft and jet engines, upping the duties to 25.0%; though both countries have since agreed upon a 'truce'.

Tensions with the Middle East continue, as well. Qatar still faces trade and travel bans from Saudi Arabia, Egypt, the United Arab Emirates (UAE), and Bahrain, impacting the routes Qatar Airlines is able to fly as well as passenger traffic on Qatar within the region. In January 2020, efforts to resolve the diplomatic crisis were unsuccessful.

In October 2019, the World Trade Organization (WTO) cleared the way for the U.S. to impose tariffs on imports of US$7.5 billion in European Union (EU) goods after finding Airbus had not done enough to prevent negative effects of EU subsidies for the A350 and A380 programs on U.S. commerce. On June 22, 2020, the U.S. Trade Representative filed paperwork that would allow companies to comment on a proposed increase to as high as 100.0% on all goods already tariffed and broaden the list to tariffs on new items, such as certain coffees and olives. The action would coincide with the EU and United Kingdom's (U.K.) expected win in their case against the U.S.'s subsidies of Boeing, which would allow the European countries to respond with tariffs of their own.

The U.K. vote to exit the EU in 2016 caused a considerable amount of uncertainty in the aviation market. With Brexit now ostensibly confirmed as of January 31, 2020, the U.K.'s Civil Aviation Authority (CAA) has determined that the U.K. will not remain a member of EASA beginning January 1, 2021, after the Brexit transition period. According to the U.K. CAA's website, they "will need to fulfill regulatory functions, such as Aviation Safety Agreements and aviation licenses without having EASA as a technical agent and without having access to EASA and EU-level capabilities. […] All licenses issued by the CAA under EU legislation and all type approval certificates and third country approvals issued by EASA under EU legislation will continue to have validity under U.K. law, provided they were effective immediately before January 1, 2021."

In September 2020, U.K. Prime Minister Boris Johnson placed an October 15th deadline for the finalized trade agreement. If an agreement cannot be reached, a "hard Brexit" would take place, which could thwart efforts to reach agreements like as the Bilateral Aviation Safety Agreement (BASA), which provides airworthiness cooperation between two CAAs. There remain concerns from large multinational companies with factories both in the EU and the U.K., like Airbus and Rolls-Royce, that there will be debilitating costs and procedures associated with new regulatory and border controls after Brexit.

Global Pandemic

In 2002–2003, an outbreak of a coronavirus known as severe acute respiratory syndrome (SARS) became an epidemic and resulted in a slowdown of passenger air traffic of 5.1% due to contagion fears. With RPK growth cut in half, aircraft values took a brief hit due to oversupply in the market as airlines tried to cut capacity, with widebodies and regional aircraft taking the largest hit. Impact on values was minor and short-lived, recovering within a year. However, COVID-19 has far surpassed SARS in terms of number of people infected and the global spread of the virus and has had far greater impact on RPK growth and aircraft pricing than SARS.

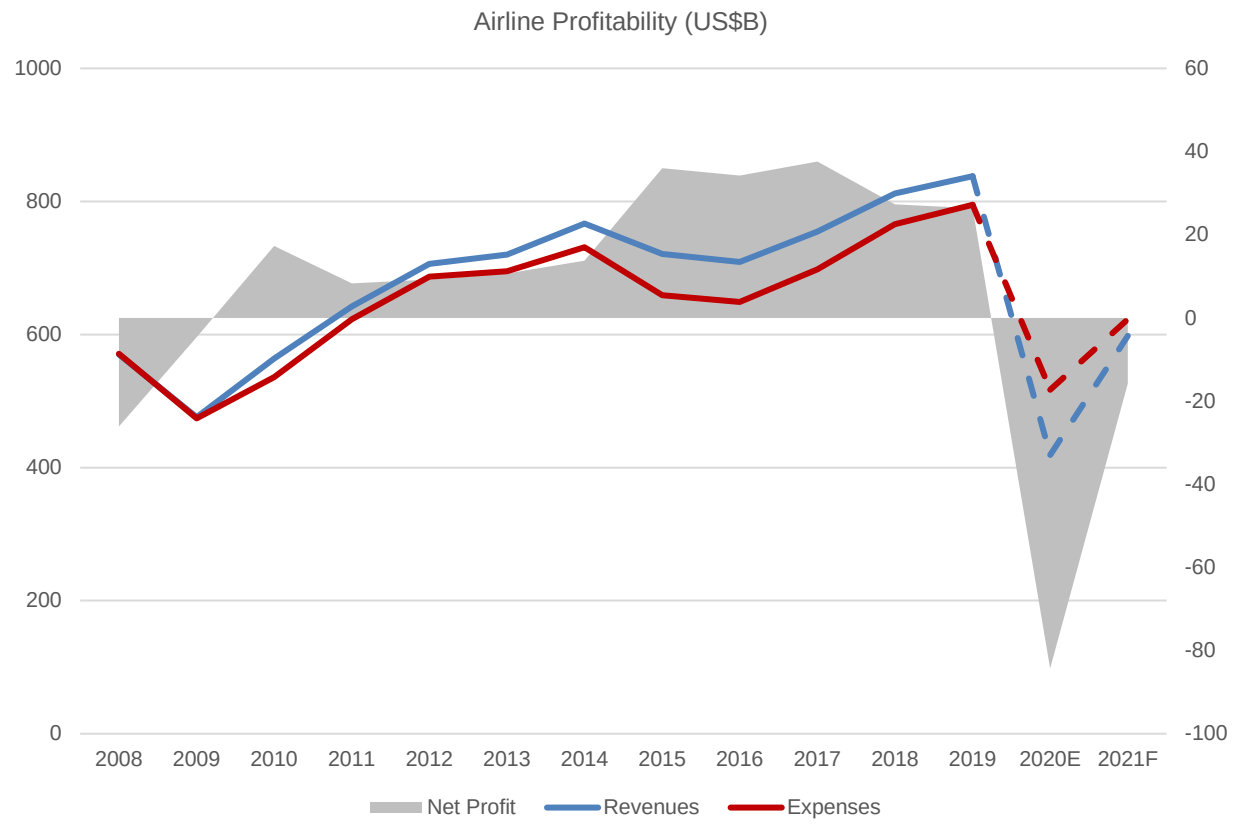
As of early October 2020, 64 countries are completely closed to foreign travelers, compared to 103 in June, and 90 countries are partially open depending on traveler's citizenship or point of origin. Four countries are opening soon and 62 have no restrictions for incoming travel by air, including the U.K., Mexico, Brazil, and Ukraine, though strict quarantine protocols are in place in most countries accepting foreign travelers. The U.S. continues to restrict entry to most foreign nationals travelling from China, Iran, Schengen countries, U.K, Ireland, and Brazil. On July 1, 2020, after months of lockdown, European nations began to open their borders to nonessential travelers coming from a select list of countries in which the COVID-19 pandemic has been deemed sufficiently under control, which still does not include the U.S.

Airlines have had to introduce new cleaning and disinfecting protocols and cancel a large share of international flights. Flight schedules remain uncertain with frequent and last-minute cancellations and changes in departure dates and times, though most airlines have dropped change fees to make it easier for travelers to make last minute decisions about whether or not to follow through on travel plans. Many smaller operators temporarily stopped flying altogether, but flights are resuming. In response to the reduced demand, most airlines are asking employees to take unpaid leave, with some laying off employees and furloughing pilots. In October 2020, IATA warned that despite the restart of operations, the airline industry "will burn through US$77 billion in the second half of 2020," a sharp adjustment to its previous forecast in June stating $84.3 billion in losses for the entire year. Many airlines have received government bailouts to help avoid bankruptcy but continue to have high daily cash burn rates. Considering most airlines are also reducing staff and slimming down their fleet, even if passenger traffic numbers begin to return to 2019 levels earlier than expected, the gutted infrastructure of mainline, flag, and low cost carriers may ultimately limit the ability of aviation to recover as quickly as it did in previous downturns.

Industry Profitability

In 2019, the airline industry experienced a continuation of solid performance with revenues estimated to be $838 billion with a net profit of $26.4 billion. While estimated industry-wide revenue increased for a fourth year in a row, airline net profit margins declined to 3.2%, down from a peak of 5.0% in 2017. Revenues were expected to improve to $872 billion in 2020 while net profit for the industry as a whole was estimated at $29.3 billion. According to the International Air Transport Association (IATA) COVID-19 analysis, as of September 29, global RPKs are expected to decline 66.0%[4] versus 2019, resulting in an expected $84 billion loss for the industry in 2020.

The graph below displays profitability numbers for the global airline industry as per the IATA.

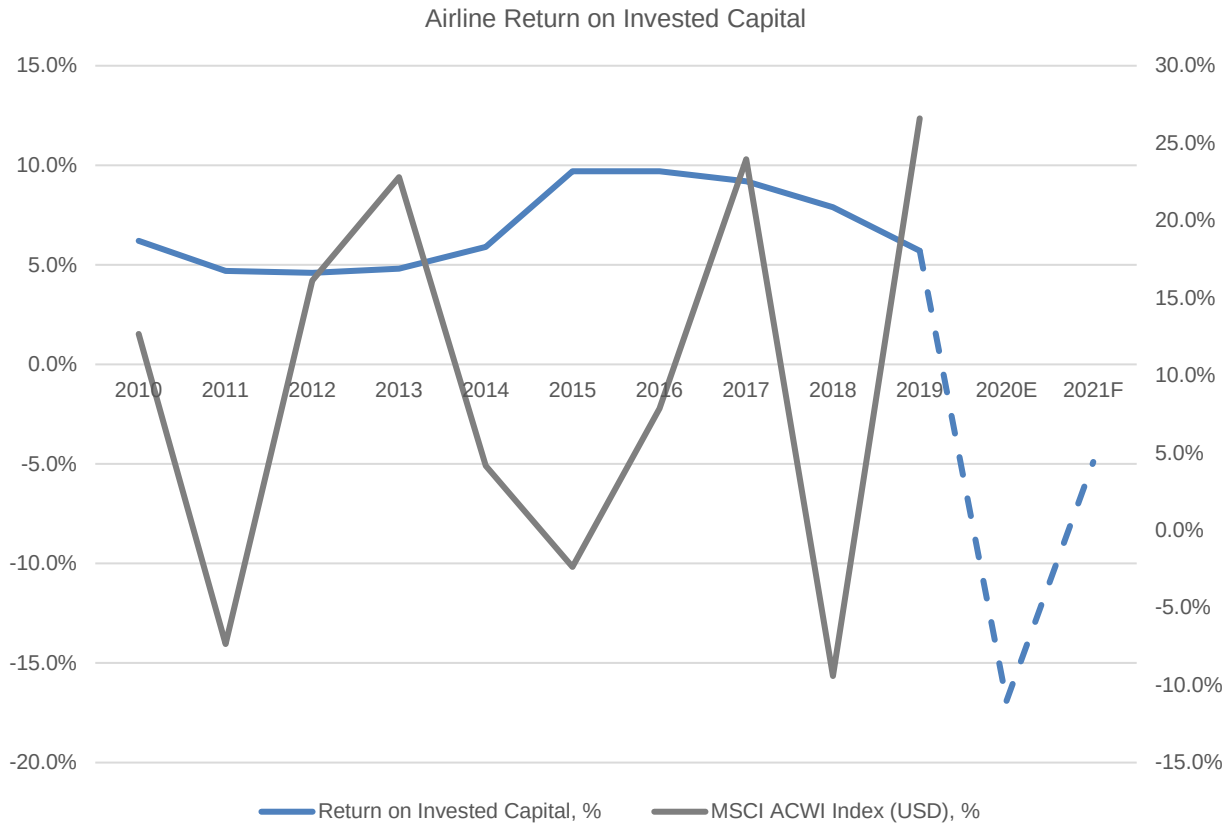


Source: IATA Industry Statistics Fact Sheet, IATA COVID-19 Impact Assessment, mba Analysis

[4] https://www.iata.org/en/iata-repository/publications/economic-reports/downgrade-for-global-air-travel-outlook/

Return on invested Capital

Return on Invested Capital (ROIC) for the airline industry was 5.7% for 2019, which has been steadily declining since 2015. The stability in airline margins and ROIC in 2019 was being driven by a still strong economy, allowing unit cost increases to be recovered through higher load factors and some rise in yields. The graph below presents airline industry ROIC as compared to annual returns for MSCI's ACWI index, which is a global equity index capturing both developed and emerging markets. ROIC during 2020 for airlines is expected to be impacted by the COVID-19 pandemic.



Source: IATA, MSCI

VI. INTELLECTUAL PROPERTY TRANSACTIONS OVERVIEW

One of the largest intangible assets that an air carrier can maintain is its brand and intellectual property. An air carrier's right to utilize a trademark or other intellectual property allows it to operate without fear of another carrier utilizing the same mark and risking the reputation of the carrier. While there exist few transactions exclusively involving intellectual property and an airline's brand, there have been past transactions that create a precedent for similar transactions to occur in the future.

In 2008, Southwest Airlines purchased America Trans Air (ATA) Airlines for US$7.5 million. The acquired assets included 14 slots at New York's LaGuardia airport, the ATA branding and trademarks, and the operating certificate for the airline.[5] Prior to the acquisition of the remaining assets of ATA, Southwest Airlines had a codeshare relationship with ATA. In the U.S., Virgin America was required to pay royalties to Virgin Group for the rights to utilize the "Virgin" brand on the carrier, and subsequently, with Alaska Airlines as owners of the carrier after the merger between Alaska Airlines and Virgin America was announced. Based on data filed with the Securities and Exchange Commission, Virgin America was subject to a 0.5% royalty on gross sales per quarter in 2015, a 0.7% royalty on gross sales per quarter in 2016, and after a date in which gross sales for the preceding four consecutive quarters exceeds US$4.5 billion, a 0.5% royalty on gross sales.[6]

In 2010, easyJet agreed to pay royalties of 0.25% of the carrier's total revenues to easyGroup after a court dispute with easyJet founder Stelios Haji-Ioannou over royalties and licensing of the "easy" brand. In exchange for the royalties, as well as an annual fee of GBP£300 thousand for a period of five years, Sir Stelios agreed to give up his right to self-appoint himself as a chairman of easyJet, as well as the right for easyGroup to represent on the board of easyJet . The minimum commitment for easyJet is ten years, with the right to utilize the "easy" brand for up for 50 years after execution of the agreement in 2010.[7]

Within the U.S., many mainline carriers contract with regional airlines to operate low-demand, short haul routes using the mainline carrier's livery and name. These contracts are known as capacity purchase agreements, or CPAs, and allow regional carriers to enjoy the benefit of a fairly predictable revenue stream. In the 1990s, major European carriers such as Lufthansa, British Airways, and Iberia began providing regional carriers with their livery, trade secrets, reservation and ticketing systems, as well as other services and intellectual property. In exchange, these regional carriers would pay a licensing fee back to the major carrier and operate flights using the regional carrier's own air operator's certificate while utilizing the network carrier's branding.[8] Recently, many of these carriers have moved away from the franchise model and have established wholly-owned subsidiaries.

---

[5] http://investors.southwest.com/news-and-events/news-releases/2008/19-11-2008.
[6] https://www.sec.gov/Archives/edgar/data/1614436/000119312514365735/d761206dex1050.htm.
[7] https://corporate.easyjet.com/~/media/Files/E/Easyjet/pdf/investors/brand-licence-court-case/11-10-2010a-pr.pdf.
[8] Nicholas Denton and Nigel Dennis, "Airline franchising in Europe: benefits and disbenefits to airlines and consumers," *Journal of Air Transport Management* 6, no.4 (2000): 179-190.

The coronavirus pandemic has forced carriers to be inventive as they look to secure funds. In addition to the traditional collateral of aircraft and engines, airlines are increasingly pledging intellectual property and brands to raise funds. In June 2020, JetBlue Airways Corporation entered into a US$750 million Term Loan Credit Agreement secured by certain airport takeoff and landing slots and the right to use certain intellectual property assets comprising the JetBlue brand.[9] In July 2020, American Airlines entered into a Note Purchase Commitment Letter secured by certain intellectual property of the Company, including the "American Airlines" trademark and the "aa.com" domain name. In September 2020, Spirit Airlines contributed its brand intellectual property and its Free Spirit affinity credit card program and its $9 Fare Club program assets and intellectual property to newly created entities. The loyalty assets are licensed on a royalty-free basis, while Spirit pays a license fee of 2.0% for the brand assets.[10]

[9]http://otp.investis.com/clients/us/jetblue_airways/SEC/sec-show.aspx?FilingId=14223861&Cik=0001158463&Type=PDF&hasPdf=1
[10] https://www.moodys.com/research/Moodys-assigns-B1-corporate-family-rating-negative-outlook-to-Spirit--PR_431327

VII. VALUATION APPROACHES & METHODS USED

To arrive at the Conclusion of Value, mba considered three generally accepted approaches to valuation, namely: the Income Approach, the Market Approach, and the Cost Approach. The Income Approach seeks to convert future economic benefits into a present value. The Market Approach relies on values indicated by similar assets or comparable transactions. The Cost Approach is based on a comprehensive or all-inclusive analysis of the relevant cost components.

Income Approach

The Income Approach is based on the premise that the value of a security or asset is the present value of the future earnings capacity that is available for distribution to investors in the security or asset. Expected future earnings capacity can be measured by one of various benefit streams, such as cash flows, net income, or earnings before taxes, and can be calculated on a debt-free or after-debt basis. Choice of a proper stream of benefits depends on various factors, such as the enterprise's capital structure and its line of business. The Income Approach typically requires entity-specific assumptions, which are evaluated in the context of marketplace assumptions.

Market Approach

The Market Approach relies on values indicated by similar assets or comparable transactions. Using the Market approach the appraiser conducts a review of historical sale transactions and lease rates. Values for a subject asset are then derived based on the comparable data. In the Market Approach, values may also be derived from discussion with knowledgeable market participants and regulatory agencies.

Cost Approach

The third considered approach to valuation is the Cost Approach. This approach is based on the economic principle of substitution and the asset value is influenced by the cost to substitute or replace the asset. The Cost Approach considers a comprehensive definition of cost, which may include time, materials, and opportunity cost of creating the asset.

Valuation Approaches Chosen

In performing this valuation, mba deemed the Cost and Market Approaches not appropriate in this case because the cost to create a brand does not reflect its true economic value and there is not an adequate number of comparable transactions from which to draw a conclusion of value.

The Income Approach is the most common approach in the valuation of intangible assets. There are a number of methods a valuation analyst can use under the income approach to estimate the value of specific intangible assets. Some of the most common methods include the Relief from Royalty, multi-period excess earnings (MPEEM), With-or-Without, and Greenfield.

These intangible asset valuation methods are applied in the following ways:[11]

- The Relief from Royalty method Determines value by reference to the hypothetical royalty payments that would be saved through owning the asset, as compared with licensing the asset from a third party.
- The MPEEM removes cash flows associated with the contributory assets with contributory asset charges, which reflect an economic rent for the use of the assets. Said differently, the MPEEM offsets positive cash inflows from contributory assets, as embedded in the operating margin of a business, by effectively subtracting the cash flow in the form of rents (cash outflow).
- The Greenfield method removes cash flows associated with the contributory assets in the form of investment dollars to build or buy the contributory assets. That is, the Greenfield method offsets positive cash inflows from the use of contributory assets, as embedded in the operating margin of a business, by effectively subtracting the cash flow in the form of up-front investments (cash outflow).
- The With-or-Without method estimates the fair value of an asset by comparing the value of the business inclusive of the asset, to the hypothetical value of the same business excluding the asset.

Relief from Royalty is the most commonly used method for brand, intellectual property, and technology applications. Given the importance of the Subject Asset to the Subject Entity's revenue and the availability of data points to support an applicable royalty rate, mba determined the Relief from Royalty method was most appropriate.

Income Approach – The Relief from Royalty Method

Application of the Relief from Royalty method requires the preparation of a reliable forecast of the expected future financial performance of the Subject Entity. In this context, the Subject Asset's future financial performance is a reflection of the Subject Entity's future revenues, the royalty rate, and taxes, going forward indefinitely.

Forecasted cash flow must then be discounted to a present value using a discount rate that appropriately accounts for the market cost of capital as well as the risk and nature of the subject cash flows. Finally, an assumption must be made regarding the sustainable long-term rate of earnings growth at the end of the forecast period, and the terminal or residual value of the remaining cash flows must be discounted back to a present value. The sum of the present values of the forecasted cash flows and the terminal value equals the value of the business equity.

[11] https://www.oecd.org/tax/transfer-pricing/47426115.pdf.

Royalty Savings Forecast

For the Relief from Royalty analysis, mba utilized forecasted financial statements supplied by GOL's management team. The Client provided forecasted financial statements covering the years 2020 through 2029. mba applied a 2.0% royalty charge to GOL's forecasted total revenue from 2020 through 2025 to determine the future benefit stream. mba then applied a terminal value perpetuity growth model to capture the royalty savings beyond 2025.

In determining this royalty charge, mba relied on industry knowledge and intelligence, confidentially obtained data points, its market expertise and current analysis of market trends and conditions.

In conjunction with the Client-supplied, pro-forma financial statements, mba ran an independent forecast of the Client's operation's based on the Subject's historical fleet, operating, and capacity data as well as mba's in-house knowledge of current and projected industry conditions. The mba forecast included analysis of the Subject Entity's total revenue, which is the key driver of the Subject Asset's value.

After review of the forecasted operational metrics and corresponding revenues provided by the Client, and compared with mba's internal forecast, mba found the financial projections forecasted by the Client to be reasonable and achievable. Assumptions in the mba model include annual cost inflation rates, annual jet fuel price per gallon growth curve, passenger traffic and yield growth trends, and projected monthly aircraft lease rates.

Relief from Royalty Adjustments

The Client provided forward-looking, pro-forma financial statements covering the years 2020 through 2029. The following are adjustments applied in this valuation:

- TERMINAL GROWTH RATE – mba applied an indefinite 3.5% growth rate to the benefit stream in the terminal stage of the forecast. Growth was based on mba's analysis of industry growth rates in Subject's region.
- TAX RATE – The Subject Entity's management forecast assumes an average effective corporate tax rate of 34.0% in the Subject Region. mba applied the 34% tax rate to the relief from royalty benefit stream.

Discount Rate Estimation

The Discount Rate applied to the forecasted benefit stream and terminal value must adequately reflect the nature of the applicable investment and the risk associated with the underlying cash flows. Stated another way, the Discount Rate represents the total rate of return that an investor would demand given the level of risk associated with an investment. For purposes of this analysis, mba derived the Subject Entity's Weighted Average Cost of Capital (WACC). mba concluded the Subject Entity's WACC to be 11.0%.

VIII. CONCLUSION OF VALUE

The following summarizes mba's Conclusion of Value of the Subject Asset as of November 2020.

CONCLUSION OF VALUE (R$ MILLIONS)

GOL BRAND INTELLECTUAL PROPERTY	R$3,529.9

The Conclusion of Value was prepared solely for the purpose described in this Valuation Report and should not be used for any other purpose. The Conclusion of Value is subject to the Statement of Assumptions & Limiting Conditions found in Section X and the Representation of the Valuation Analysts found in Section XI.

IX. RISK FACTORS

The Conclusion of Value was determined assuming key factors affecting the value, including the economic, competitive, and financing environments. In the event any of these key factors affecting materially diverge in the future from mba's assumptions, mba's valuation results would be expected to change accordingly. Several of the major risks associated with these valuations are outlined below.

Regulatory Risks

mba's Conclusion of Value is based on the regulatory environment remaining in its currently expected state. In the event regulatory changes are adjusted, the Conclusion of Value expressed in this Valuation Report could change significantly as market share and market size changes within the Subject Entity's operations.

Economic Risks

mba's valuation is based on current economic conditions regarding global and regional economies. As stated earlier in the report, demand for air transport service is highly cyclical and is strongly correlated with economic trends. Therefore, a downturn in the global economy could have a negative impact on demand for passenger travel. Likewise, increased prosperity would have a positive effect on personal incomes, causing a rise in passenger traffic. As the air transport industry experiences these variances, the value of the Subject Entity could vary accordingly.

Competitive Risks

While the Subject Entity is in a strong position within its niche, the competition within the low-cost sector is fairly high. Consolidation of airlines in the U.S. may limit the number of potential competitors against the Subject Entity. Should further consolidation occur, this could impact the Subject Entity.

Revenue Risks

mba's valuation is based on the assumption that the Subject Entity will be able to meet or exceed the requirements set forth in the intellectual property licensing terms. If the Subject Entity does not attain or maintain these requirements, it could impact mba's valuation.

Reputation Risk

The Subject Entity relies heavily on its long-term reputation, tied to the brand name, for revenue. The profitability of the Subject Entity, and therefore the valuation, could be adversely impacted due to damage to the brand's reputation.

Long-Term Contract Risks

mba's valuation is based on the assumption that the Subject Entity's license agreement will carry out through the negotiated term period. Variation in future contract terms negotiated by the Subject Entity may result in a positive or negative impact on mba's valuation.

Other Risks

There are several other risks to the valuation expressed herein, including but not limited to the threat of terrorist attacks, natural disasters, and pandemic illness, such as the outbreak of the H1N1 virus (swine flu), SARS, or bird flu. The coronavirus outbreak that originated in or around Wuhan, China, in December 2019 has resulted in the widespread suspension of commercial air service around the world, as well as the imposition by the U.S. and other governments of significant restrictions on air traffic. Suspension of service, which remains in place as of the date of this report, and the potential for a period of significantly reduced demand for travel has and will likely continue to result in significant lost revenue.

X. STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

1. The Conclusion of Value arrived at herein is valid only for the stated purpose as of the Valuation Date.

2. Financial statements and other related information provided by the Subject Entity or its representatives, in the course of this engagement, have been accepted without any verification as fully and correctly reflecting the enterprise's business conditions and operating results for the respective periods, except as specifically noted herein. mba has not audited, reviewed, or compiled the financial information provided to us and, accordingly, express no audit opinion or any other form of assurance on this information.

3. Public information and industry and statistical information have been obtained from sources mba believes to be reliable. However, mba makes no representation as to the accuracy or completeness of such information and have performed no procedures to corroborate the information.

4. mba does not provide assurance on the achievability of the results forecasted by the Subject Entity because events and circumstances frequently do not occur as expected; differences between actual and expected results may be material; and achievement of the forecasted results is dependent on actions, plans, and assumptions of management.

5. The Conclusion of Value arrived at herein is based on the assumption that the current level of management expertise and effectiveness will continue to be maintained, and that the character and integrity of the enterprise through any sale, reorganization, exchange, or diminution of the owners' participation would not be materially or significantly changed.

6. The Valuation Report and its Conclusion of Value are not intended by the author and should not be construed by the reader to be investment advice in any manner whatsoever. The Conclusion of Value represents the considered opinion of mba, based on information furnished to mba by the Subject Entity and other sources.

7. The Valuation Report and its Conclusion of Value will not be disseminated by the Subject Entity or by any of its agents to other firms considered to be competitors to mba in the airline route valuation field without the prior express written approval of mba.

8. Future services regarding the subject matter of this Valuation Report, including but not limited to testimony or attendance in court, shall not be required of mba unless previous arrangements have been made in writing.

9. mba has not determined independently whether the Subject Entity is subject to any present or future liability relating to environmental matters (including but not limited to CERCLA/Superfund liability) nor the scope of any such liabilities. mba's valuation takes no such liabilities into account, except as they have been reported to mba by the Subject Entity or by an environmental consultant working for the Subject Entity, and then only to the extent that the liability was reported to mba in an actual or estimated dollar amount. Such matters, if any, are noted in the report. To the extent such information has been reported to mba, mba has relied on it without verification and offers no warranty or representation as to its accuracy or completeness.

10. No change of any item in this Valuation Report shall be made by anyone other than mba, and mba shall have no responsibility for any such unauthorized change.

11. Unless otherwise stated, no effort has been made to determine the possible effect, if any, on the Subject Entity due to future Federal, state, or local legislation, including any environmental or ecological matters or interpretations thereof.

12. mba has corresponded with the current management of the Subject Entity concerning the past, present, and prospective operating results of the company.

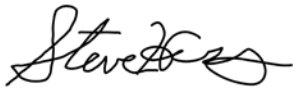
13. mba has not attempted to confirm whether or not all assets of the business are free and clear of liens and encumbrances or that the entity has good title to all assets.

XI. REPRESENTATIONS OF VALUATION ANALYSTS

mba represents, as of the date written below, to the best of mba's knowledge and belief, that:

- The analyses, opinions, and Conclusion of Value included in the Valuation Report are subject to the specified Assumptions and Limiting Conditions and are the personal analyses, opinions, and Conclusion of Value of the valuation analyst.
- The valuation analyst is unrelated to the Subject Entity and has no current or expected interest in the Subject Entity or its assets.
- The Valuation Report was prepared for the purpose stated therein. The Valuation Report is not intended to be and should not be used for any other purpose.
- The valuation analyst has no obligation to update the Valuation Report or the Conclusion of Value for information that comes to his or her attention after the date indicated above.
- The valuation analyst's compensation for the Valuation Engagement is in no way contingent on the outcome of the valuation.
- This report represents mba's opinion as to the value of the subject assets and is intended to be advisory only and is not given for or as an inducement for any specific financial transaction. Therefore, mba assumes no financial responsibility or legal liability for decisions or actions taken or not taken by the Subject Entity or any other party with regard to the subject assets. mba accepts no responsibility for damages, if any, claimed by a third party as a result of decisions or actions taken based on the information contained in this report. By accepting this report, all parties agree mba shall bear no such responsibility or legal liability. mba consents to the use of this appraisal report as required by the terms in the indenture.

PREPARED BY:



Steven Harokopus, CVA
Senior Analyst | Airline & Airport Services
mba Aviation

November 19, 2020

REVIEWED BY:

Anne Agnew Correa, CVA
Vice President | Airline & Airport Services
mba Aviation

ANNEX C – SPARE PARTS APPRAISAL

Full Appraisal of:
Component Inventory,
Consisting of 25,526 Unique Line Items, 98,347 Total Line Items

Client:
GoI Linhas Aéreas Inteligentes S.A.

Date:
November 30, 2020

HQ – Washington D.C.
2101 Wilson Boulevard
Suite 1001
Arlington, Virginia 22201
USA
Tel: +1 703 276 3200
Fax: +1 703 276 3201

Dublin
Harcourt Centre, Suite 511
Harcourt Road
Dublin 2
D02 HW77 Ireland
Tel: +353 1 477 3057

Hong Kong
Tel: +852 2824 8414
Fax: +852 3965 3222

www.mba.aero

Table of Contents

I. Introduction and Executive Summary

mba Aviation ("mba") has been retained by Gol Linhas Aéreas Inteligentes S.A. (the "Client") to provide a Full Appraisal to determine the Current Market Value of a Component Inventory consisting of 25,526 unique line items at multiple stations provided by the Client as of June 2020. The Component Inventory line items and conditions were supplied to mba by the Client. The accuracy of the data was verified by a virtual inspection of the Component Inventory utilizing Microsoft Teams software that was conducted by mba over the week of July 20, 2020. The Component Inventory is fully identified in Section IV of this Report.

In performing this Appraisal, mba relied on industry knowledge and intelligence, confidentially obtained data points, its market expertise and current analysis of market trends and conditions.

Based on the information set forth in this Report, it is mba's opinion that the total Current Market Value of the Component Inventory is as follows and as set forth in Section IV.

Inventory Valuation (US$)			
Description	**Line Items**	**Pre-Audit Current Market Value**	**Post-Audit Current Market Value**
Rotable	15,288	$125,059,830	$123,171,427
Repairable	16,603	$16,222,436	$15,635,184
Expendable	66,456	$52,382,537	$50,486,289
Total Parts	**98,347**	**$193,664,803**	**$189,292,900**

Section II of this report presents definitions of various terms, such as Current Base Value and Current Market Value as promulgated by the Appraisal Program of the International Society of Transport Aircraft Trading (ISTAT). ISTAT is a non-profit association of management personnel from banks, leasing companies, airlines, manufacturers, brokers, and others who have a vested interest in the commercial aviation industry and who have established a technical and ethical certification program for expert appraisers.

II. Definitions

Full Appraisal

A full appraisal is one that includes an inspection of the assets and its maintenance records. This inspection is aimed solely at determining the overall condition of the assets and records to support the value opinions of the appraiser. A full appraisal would normally provide a value that includes adjustments for the asset's condition to account for the actual condition of the asset, and possibly other adjustments to reflect the findings of the inspection of the asset and its records. (ISTAT Handbook)

Market Value

ISTAT defines Market Value (or Current Market Value if the value pertains to the time of the analysis) as the appraiser's opinion of the most likely trading price that may be generated for an asset under market circumstances that are perceived to exist at the time in question. Current Market Value assumes that the asset is valued for its highest, best use, and the parties to the hypothetical sale transaction are willing, able, prudent and knowledgeable and under no unusual pressure for a prompt transaction. It also assumes that the transaction would be negotiated in an open and unrestricted market on an arm's-length basis, for cash or equivalent consideration, and given an adequate amount of time for effective exposure to prospective buyers.

Market Value of a specific asset will tend to be consistent with its Base Value in a stable market environment. In situations where a reasonable equilibrium between supply and demand does not exist, trading prices, and therefore Market Values, are likely to be at variance with the Base Value of the asset. Market Value may be based upon either the actual (or specified) physical condition or maintenance time or condition status of the asset, or alternatively upon an assumed average physical condition and mid-life, mid-time maintenance status.

Qualifications

mba is a recognized provider of aircraft and aviation-related asset appraisals and inspections. mba and its principals have been providing appraisal services to the aviation industry for over 25 years; and its employees adhere to the rules and ethics set forth by the International Society of Transport Aircraft Trading (ISTAT). mba employs three ISTAT Certified Appraisers and three Candidates. mba's clients include most of the world's major airlines, lessors, financial institutions, and manufacturers and suppliers. mba maintains offices in North America, Europe, and Asia.

mba publishes quarterly values updates on its online platform REDBOOK, which provides current and projected aircraft values for the next 20 years for over 150 types of jet, turboprop, and cargo aircraft in addition to engines and helicopters.

mba also provides consulting services to the industry relating to operations, marketing, and management with an emphasis on financial/operational analysis, airline safety audits and certification, utilizing hands-on solutions to current situations. mba also provides expert testimony and witness support on cases involving collateral/asset disputes, bankruptcies, financial operations, safety, regulatory and maintenance concerns.

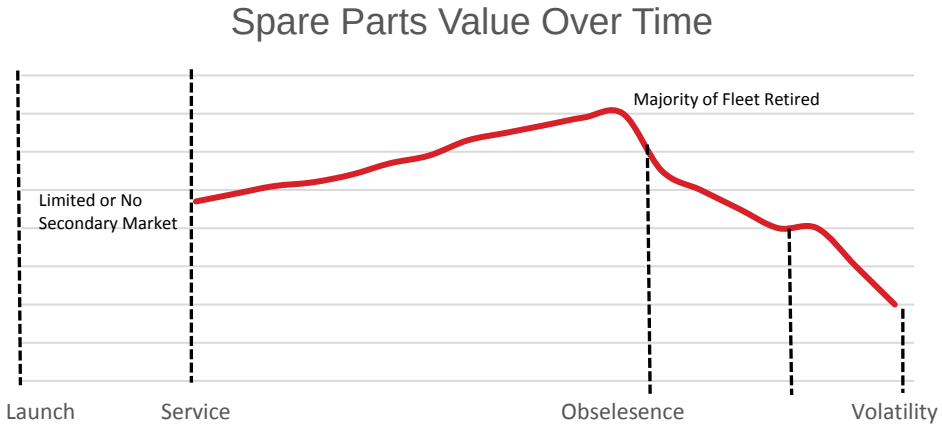
III. Current Market Conditions

GENERAL MARKET OBSERVATION 1ST HALF 2020

An essential consideration in any appraisal is the condition of the market at the time the valuation is rendered. This section explores major factors currently influencing spare part values, including spare part value retention, market trends for both widebody and narrowbody aircraft and financial performance of Maintenance, Repair, Overhauls (MROs) and spare parts providers.

SPARE PART RESIDUAL VALUES

An aircraft or engine that is in high demand will naturally have spare parts that are in high demand and will be priced accordingly. However, unlike aircraft, spare parts do not necessarily continually depreciate. Spare parts that service a particular aircraft will depreciate at first as the aircraft platform enters service and supply of parts is predominantly provided by the manufacturer of the components at what many would consider "list prices." Then, as the secondary parts market becomes more active, the market value of components will appreciate modestly for what is usually the remainder of the platform's production life. Once production of a particular aircraft is ceased and a considerable number of aircraft remain in service, the market value may begin to appreciate at a greater rate as part scarcity starts to increase while demand remains constant. This typically drives the entrance of part-out companies that acquire and dissemble aircraft to service this market in greater numbers. This leads to a period of stability in value before entering a period of volatility in which values are directly correlated to the supply and demand ratio for the specific component. The following graph illustrates the life-cycle of spare parts value.



Spare parts are readily traded on the secondary market with several platforms on which sellers can market their parts. Online services such as ILS and Parts Base allow sellers to post the parts they are looking to liquidate. When monetizing inventories, sellers looking to maximize yield typically list their spare parts on the market individually, yielding the highest value over a long period. Those who own larger inventories that require monetization in shorter periods of time may require a lot sale.

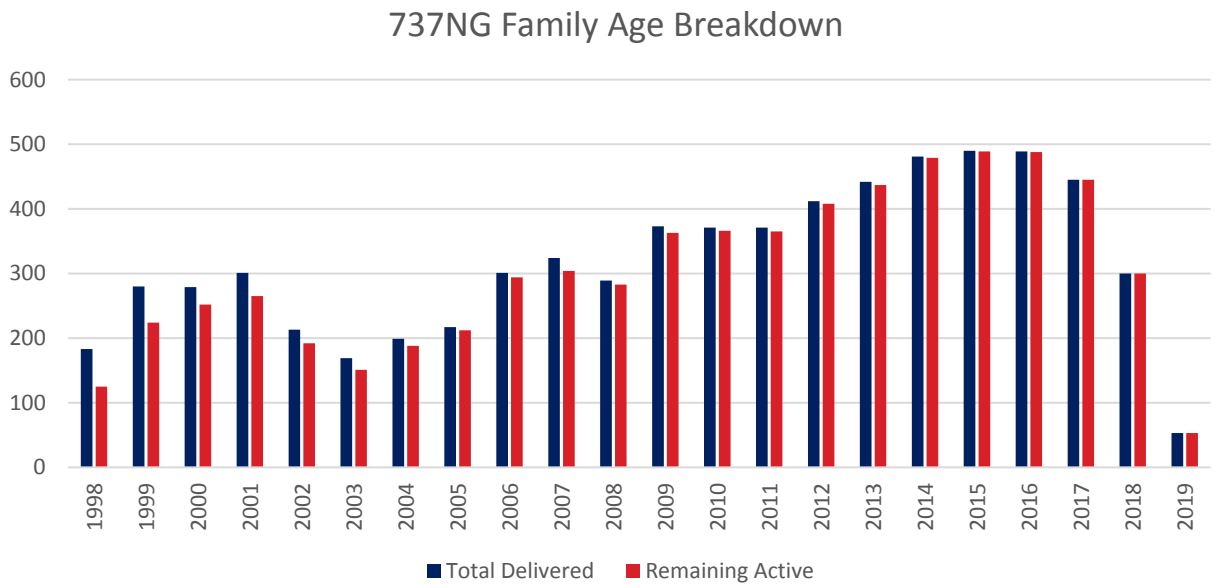
Lot sales have lower yields than selling each part individually, but they allow for the sale of parts in greater numbers and more rapidly. Another option for part sales are auctions, during which the seller packages entire spare part inventories for liquidation in short periods of time with the lowest yield.

SPARE PART TRADING OPTIONS

	Yield	Marketing Time
INDIVIDUAL SALE	High	Long
LOT SALE	Low	Short
AUCTION	Lowest	Immediate

SPARE PART MARKET TRENDS

Demand for spare parts is strong as production of current-generation aircraft comes to a close. mba anticipates demand for current-generation aircraft parts will continue to strengthen as airlines are expected to operate a majority of the fleet well into the next decade. The A320ceo and 737NG fleets are very young, even though their replacements entered service three years ago.

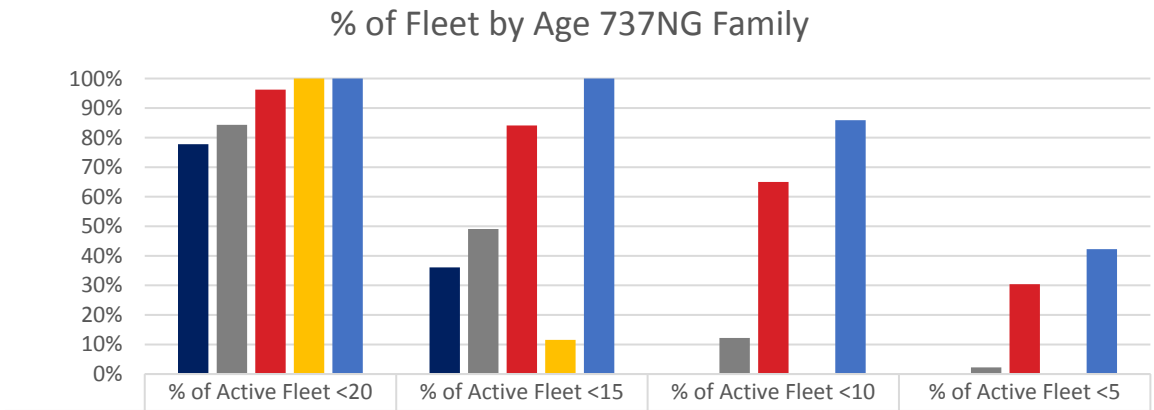


Source: mba STARFLEET

For instance, the average age of active 737NG family aircraft is just under ten years old, despite the first aircraft being delivered in 1998. Nearly 4,000 aircraft have been delivered since 2010, accounting for over half of all 737NG aircraft delivered since launch.

This rapid increase in deliveries has created significant demand for spare parts for the 737NG fleet. Supply is unlikely to keep up with this demand for the next decade as very few aircraft have been parted out. Even as older 737NG aircraft begin to be torn down, there are not enough older examples to satisfy the needs of operators. The 737-700 and 737-800 freighter-conversion programs, with both types entering service in 2017, should also stimulate demand for 737NG spares. Older aircraft that may otherwise have been parted out may now be converted to freighter, further reducing potential supply.

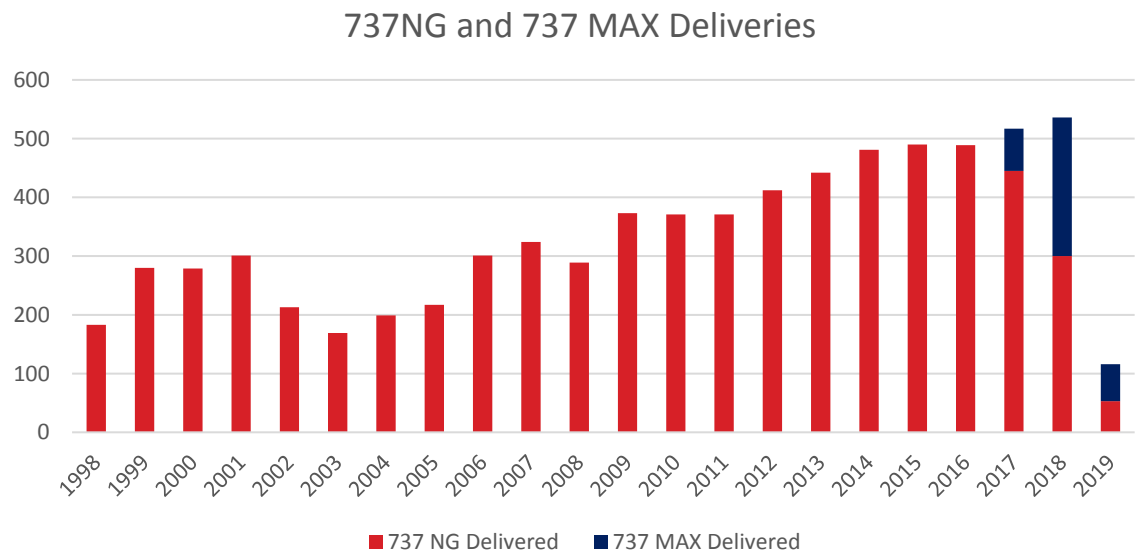
The shortage in supply is compounded by the large number of 737 MAX aircraft entering service, as the two families of aircraft have significant parts commonality. Even though the 737 MAX is currently grounded due to safety concerns after two high profile crashes, it is probable that demand for the 737 MAX will return to pre-incident levels in short order once the aircraft is certified to return to service. The imbalance in supply and demand in the 737 parts market should create a seller's market for 737NG spare parts well into the late 2020s.



	% of Active Fleet <20	% of Active Fleet <15	% of Active Fleet <10	% of Active Fleet <5
737-600	78%	36%	0%	0%
737-700	84%	49%	12%	2%
737-800	96%	84%	65%	30%
737-900	100%	12%	0%	0%
737-900ER	100%	100%	86%	42%

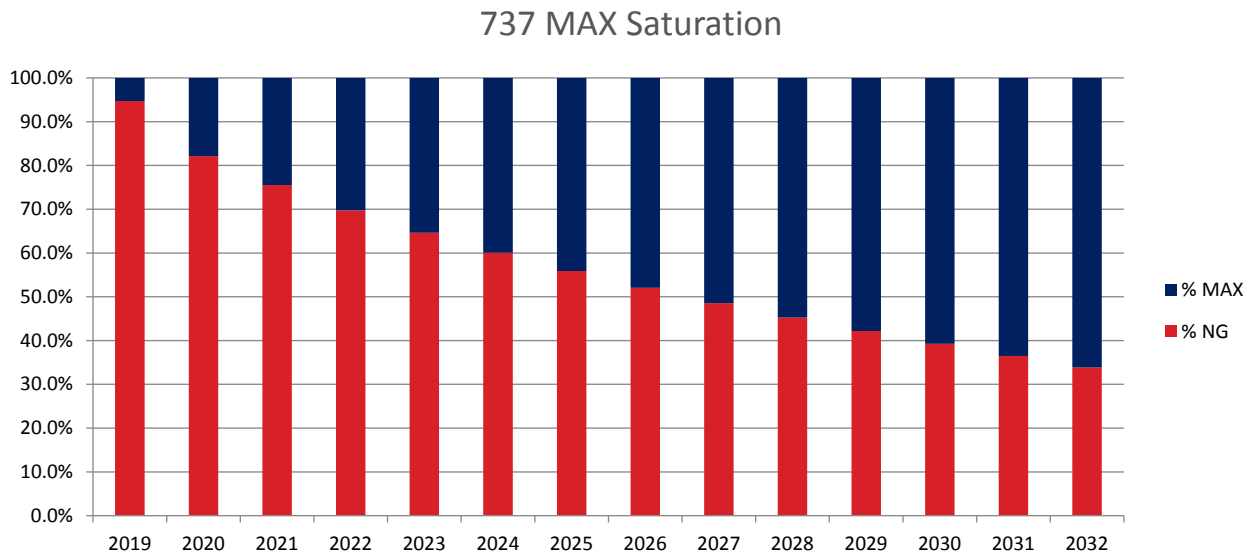
Source: mba STARFLEET

Riding on the success and ubiquity of the 737NG, the re-engined 737 MAX has garnered an impressive number of orders since the program was launched. In less than nine years, Boeing has booked 4,912 orders for the re-engined family of aircraft, just over 2,000 aircraft shy of the 6,896 orders the 737NG family gained over a period of over 25 years. The strong demand of the aircraft is a result of strong global passenger traffic growth, the rise of Low Cost Carriers (LCCs) and the rapid growth of the middle class in developing countries, such as China and India. With significant spare commonality between the 737NG and 737 MAX, the long-term success of the 737 MAX is likely to create strong demand for spares in the medium to long term and a healthy spare pool with limited bifurcation of parts between the two families. The drop off in deliveries observed in 2019 is due to the cessation of deliveries of the 737 MAX and the exhaustion of the 737NG backlog.



Source: mba STARFLEET and Boeing

With the ramp up in production for the 737 MAX beginning in 2018, the average age of the fleet is just over 1.5 years old. The large order book and Boeing's plans to increase deliveries to 57 aircraft per month once the aircraft re-enters service means demand for 737NG spares is likely to grow rapidly and peak once the 737 MAX reaches ubiquity and replaces the 737NG in the global fleet. mba expects the 737 MAX fleet to reach 50.0% of the total in-service fleet of all 737 aircraft in 2027. Boeing projects 56.0% of its deliveries over the next 20 years are to satisfy demand due to market growth and 44.0% of orders are for replacement of currently in-service aircraft. As the 737 MAX program is still very young, it is likely to gain more orders over the next few years and likely to easily surpass the 6,896 orders that the 737NG gained over the course of its production. If the 737-700 and 737-800 prove to be successful converted freighter platforms, the high level of part commonality between the 737NG and 737 MAX will cause demand for the parts to remain extremely strong in the coming years.



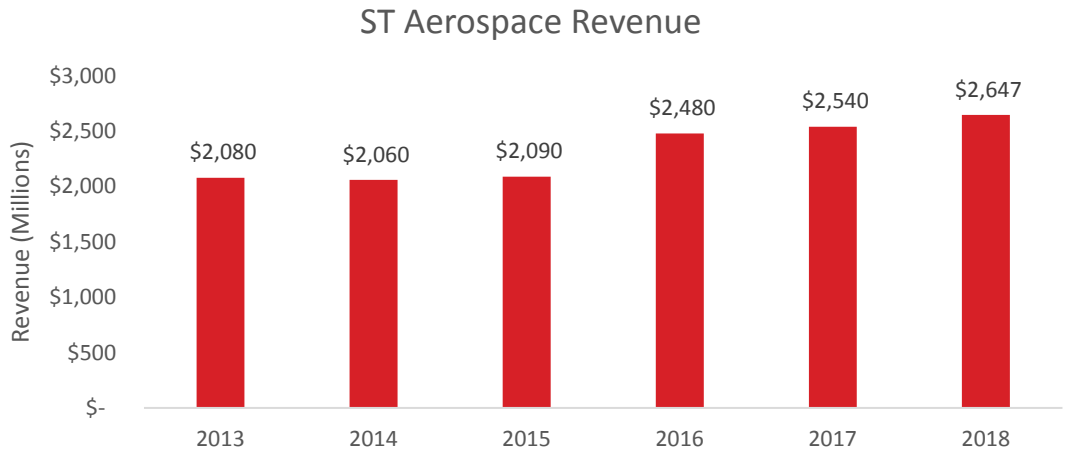
Source: mba STARFLEET and Boeing

MAJOR PLAYERS

Aviation spare parts suppliers are represented by the Aviation Suppliers Association (ASA). The ASA is a not-for-profit organization based in Washington D.C., which currently has 679 members worldwide. Another program known as the International Airlines Technical Pool (IATP) allows airlines to pool their parts in order to increase spares availability. Members of IATP do not have to operate a storeroom at every destination they fly to, and instead, can purchase other member's spares in case of an aircraft on ground (AOG) scenario. IATP currently has 115 participants with parts at over 900 airports. The newest member of the organization is Neos S.p.A., which joined in April 2019.

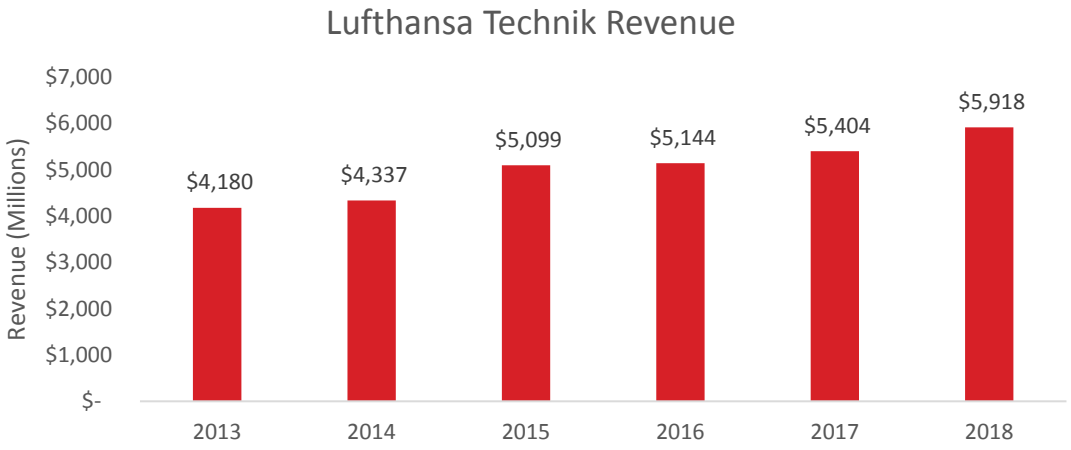
Some of the largest providers of spare parts are AAR, AJ Walter, and GA Telesis. These companies purchase airframes and engines for part out, overhaul the spares, and then sell these parts to operators around the world. All three companies also have a MRO component to their business. Of these companies, only AAR is publically listed. AAR continued its upward revenue growth netting US$1,748 million in sales, representing a 9.8% increase compared to 2017.

The largest MRO in Asia is Singapore-based ST Aerospace. ST Aerospace offers MRO services for airframes, engines, and spare components. ST Aerospace also offers spare parts leasing services, with a "Maintenance-by-the-Hour" program for spare components, which currently supports more than 600 aircraft. ST Aerospace's revenue has grown at a steady pace, reaching US$2.64 billion in 2018, up 4.2% since 2017. ST Aerospace posted a net profit of US$244.6 million in 2018, slightly down from its 2017 net profit of US$244.8 million.



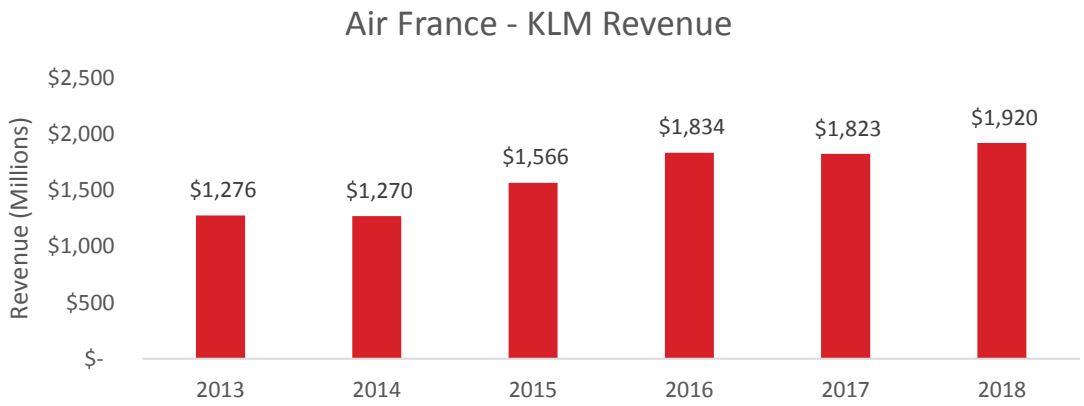
Source: ST Aerospace Annual Report 2013 - 2018

Several airlines also operate parts-trading business lines, with the largest being Air France–KLM and Lufthansa Technik. These airlines focus more on leasing spares to smaller airlines as part of a parts pool instead of selling parts outright. Profitability of these companies has increased over the past several years, with more aircraft being delivered and more startup airlines demanding spares and maintenance. In 2017, the revenue of Lufthansa Technik's commercial maintenance business was US$5.9 billion, up 9.5% from 2017.



Source: Lufthansa Annual Report 2013 - 2018

Air France–KLM also saw increased revenues over the past five years, with its MRO revenue reaching US$1.82 billion in 2017, up 50.5% since 2013.



Source: Air France-KLM Annual Report 2013 - 2018

With demand for MRO and spare parts services increasing, the spare parts market should remain stable in the midterm. Demand for these services should only increase as the aircraft in manufacturers' record breaking backlogs continue to be delivered.

IV. Parts Appraisal Methodology

In its Valuation Model, mba obtained third-party market data on the Component Inventory, including recent quote, number of vendors, number of components, avref price, etc. These Values are adjusted based on the market availability and component condition to reach a Current Market Value for each line item in the stated condition. In addition to its basic valuation methodology, mba:

i. Reviewed the parts inventory report supplied for the Client;
ii. Reviewed mba's internal database for relevant information with regards to the inventory to be valued;
iii. Checked other sources, such as manufacturers and aviation listing services, for current market transactions.

The Appraisal consisted of 25,526 Unique Line Items, totaling 2,930,563 rotable, repairable, and expendable parts in varied condition. The definition detailing the category of each part was provided by the Client; therefore, the market definition for each P/N was used in determining the category of each Line Item.

All information was provided by the Client from their inventory control system in MSExcel format. mba has extensively analyzed this data and relied upon the Client, in part, to derive the appraised values herein.

The following identifies the different classifications of the components.

The spare parts included in the Collateral fall into two categories, “Rotables,” and “Non-Rotables.” Non-rotables includes parts often described in the industry as “repairables” and “expendables” or “consumables.” Rotables, Repairables, and Expendables are defined below.

Rotable Items[1]: A rotable item is defined as an item that can be economically restored to a serviceable condition and, in the normal course of operations, can be repeatedly rehabilitated to a fully serviceable condition over a period of time approximating the life of the flight equipment to which it is related. Examples include avionics units, landing gears, auxiliary power units, major engine accessories, etc.

Repairable Items[1]: A replaceable part or component, commonly economical to repair, and subject to being rehabilitated to a fully serviceable condition over a period of time less than the life of the flight equipment to which it is related. Examples include many engine blades and vanes, some tires, seats, and galleys.

Expendable Items[1]: Items for which no authorized repair procedure exists, and for which cost of repair would normally exceed that of replacement. Expendable items include nuts, bolts, rivets, sheet metal, wire, light bulbs, cable, and hoses.

mba was furnished with: Part Number, Part Description, Condition, Quantity, and Station Location.

[1] ISTAT Definition.

Inventory Data

The Component Inventory data was sent to third-party vendors to identify parts available in the secondary market. This process is performed for all spare parts. The scan for the 25,526 Unique Line Items returned over 55,000 data points for the inventory.

mba applied percentage discounts to List Price (OEM catalogue price) that represents its opinion of value and liquidity – Value-in-Use, and compared them to current market pricing by adjusting the components to a baseline value, and further discounted for the condition of parts based on market depreciation and demand. The resulting values represent the mba appraised value. Where sufficient market data was not available for the valuation of individual P/Ns.

Where no quote data or List Price was available in the market, a minimum Value analysis was applied to parts utilizing common nomenclature such as: spring, clip, bolt, nut, deal, packing, washer, rivet, bearing, bushing, lamp, placard, and screw. This method consisting of analyzing similarly identified components that returned Value data from the market and applying a discount to the average Value of each in order to assign a Conservative Value to these commonly named parts. The resulting Values represent the mba Appraised Value.

Component Condition

Components removed from an aircraft at part out are generally considered to be in an "as removed" condition with no repair station certifying documents other than the removal tag attached at removal. In the market, these components are considered to be less valuable as many operators require a certifying document such as an FAA 8130-3 or EASA Form One prior to installation validating, at a minimum, the serviceability of the unit. The most cost effective method by which a certification can be obtained is an appropriately authorized repair station performing a "bench check" or operational test of the component and completing a thorough inspection. The level of complexity for the "bench check" varies by component type as the requirements for the test to assure serviceability will vary. Components that are un-serviceable may then be repaired or overhauled to return them to service. Overhauled components are disassembled and returned as close as possible to new specifications while repaired components are returned to service.
The condition codes below were used in this Appraisal:

NE – New
NS – New Surplus
OH – Overhauled
AR – As Removed
USV – Unserviceable
SV – Serviceable

V. Audit

In order to verify the currency of the data provided for the Valuation, mba performed a virtual inspection utilizing Microsoft Teams software of the Component Inventory at Belo Horizonte/Confins – Tancredo Neves International Airport (CNF) and São Paulo/Congonhas–Deputado Freitas Nobre Airport (CGH) the week of July 20, 2020. The adjustments from this inspection will remain in place until another inspection is accomplished. At each inspection location, mba performed a statistical sampling of the Component Inventory for the purpose of determining the following:

- Presence of the Component;
- Correct Quantity of the Component;
- Correct Condition Specified;
- Correct and Accurate Documentation accompanying each Component (i.e. FAA 8130-3 and/or EASA Form One, Certificate of Conformance, etc.);
- An acceptable tracking mechanism for issuance and control of Components that are not present as reported during the inspection;
- The verification of the Client's ability to satisfactorily track components within its inventory management system and the accuracy of the data in the Client's inventory management system by conducting a spot check of 20 components and verifying the inventory management system accurately reflects those components.

The result of the statistical sampling is a stratification inspection proportionate to value in order to appropriately asses the rotable, repairable, and expendable portions of the inventory to a confidence level of 95.0%.

For this Report, mba performed a sampling inspection at two stations: CNF and CGH. As a result of the stratified sampling process a total of 403 line items were selected to sample using a random number generator: 288 line items at CNF and 115 at CGH, which were divided among rotable and non-rotable components according to proportion of value of the overall inventory. The sample list also included the top 20 spare part line items by value located at CNF and CGH.

The inspection yielded eight line items at CNF and one line item at CGH that were unable to be located, the actual condition of the component did not match the reported condition of the component, or for non-rotable items, the stocked quantity varied significantly from the quantity stated in the data supplied to mba. Six components at CNF were unable to be located by the Client, the condition of one component did not match the reported condition of the component, and the stocked quantity of one component varied significantly from the quantity stated in the data supplied to mba. The one component at CGH was unable to be located by the Client. Three line items at CNF that were unable to be presented are classified as rotable, while the other five are classified as non-rotable. The one line item unable to be presented at CGH is classified as rotable. The results of the inventory sampling inspection suggest that the Client is unable to produce 1.51% of its rotable inventory and 3.62% of its non-rotable inventory. mba reduced the market value of rotable parts by 1.51% and non-rotable parts by 3.62% as a result. This reduction in value is as a result of the inspection conducted over the weeks of July 20, 2020. This reduction will continue to be applied until mba conducts a further inspection of the Component Inventory. The amount of material that was unable to be located or reported incorrectly is what would be expected for an airline of GOL's size and other similar-sized operators observed by mba.

In addition, mba performed a random selection of ten components at each of the two stations that were not previously selected within the sample. To do this, the inspector selected 20 components of perceived high value at random directly from the storage locations and verified that information about the selected components was reflected in the inventory management system accurately. The intent of this random selection is to further verify the integrity of the inventory control system employed by the carrier. All parts and their accompanying paperwork randomly selected by the inspector were reflected accurately in GOL's inventory management system.

VI. Valuation

In developing the Values of the Component Inventory, mba performed a physical inspection sampling of inventory and documentation and relied on information supplied by the Client. The following information was independently verified by mba through the sampling inspection process for select components.

1. The components are in good overall condition;
2. The components in the Component Inventory are present as described by the Client;
3. All components are presently in the condition specified by the Client; and
4. Each component is only physically accompanied by a GOL service tag, however mba was provided evidence that each component identified as serviceable has a digital copy of a Certificate of Conformance, Agência Nacional de Aviação Civil (ANAC) Form SEGVOO 003, Federal Aviation Administration (FAA) 8130-3, and/or European Aviation Safety Agency (EASA) Form One certifying document. This is considered standard practice at an airline of GOL's size.

mba used certain assumptions that are generally accepted industry practice to calculate the value of the Component Inventory when more detailed information is not available.

The principal assumptions for the components in this portfolio are as follows:

1. There is no history of accident/incident or damage as not all records were verified during the sampling inspection; and
2. In the case of Market Value, no accounting is made for lease revenues, obligations, or terms of ownership unless otherwise specified.

Inventory Valuation (US$)			
Description	**Line Items**	**Pre-Audit Current Market Value**	**Post-Audit Current Market Value**
Rotable	15,288	$125,059,830	$123,171,427
Repairable	16,603	$16,222,436	$15,635,184
Expendable	66,456	$52,382,537	$50,486,289
Total Parts	**98,347**	**$193,664,803**	**$189,292,900**

VII. Covenants

This Report has been prepared for the exclusive use of Gol Linhas Aéreas Inteligentes S.A. and shall not be provided to other parties by mba without the express consent of Gol Linhas Aéreas Inteligentes S.A. mba certifies that this report has been independently prepared and that it fully and accurately reflects mba's and the signatory's opinion of the values of the Component Inventory as requested. mba further certifies that it does not have and does not expect to have any financial or other interest in the Component Inventory.

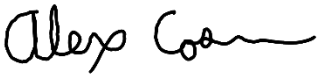
This Report represents the opinion of mba of the values of the Component Inventory as requested and is intended to be advisory only. Therefore, mba assumes no responsibility or legal liability for any actions taken or not taken by Gol Linhas Aéreas Inteligentes S.A. or any other party with regard to the Component Inventory. By accepting this Report, all parties agree that mba shall bear no such responsibility or legal liability.

PREPARED BY:

Sloane Churchill
Analyst – Asset Valuations
mba Aviation

November 30, 2020

REVIEWED BY:



Alex Cosaro
Director – Asset Valuations
mba Aviation
ISTAT Certified Appraiser


GOL