

GOL Equity Finance

GOL Finance

CONSENT SOLICITATION STATEMENT

CUSIP No.	Outstanding Principal Amount	Title of Security
36256K AA8 (144A), L4441G AA8 (Reg. S)	\$425,000,000.00	3.750% Exchangeable Senior Notes due 2024
36254V AA6 (144A), L4441R AA4 (Reg. S), L4441R AB2 (Reg. S)	\$650,000,000.00	7.000% Senior Notes due 2025
36254V AC2 (144A), L4441R AC0 (Reg. S), L4441R AD8 (Reg. S), L4441R AE6 (Reg. S)	\$650,000,000.00	8.000% Senior Secured Notes due 2026

THE CONSENT SOLICITATION WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 28, 2023, UNLESS EXTENDED AS DESCRIBED HEREIN (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE “EXPIRATION DATE”). CONSENTS THAT ARE DELIVERED PRIOR TO THE EXPIRATION DATE MAY NOT BE REVOKED AT ANY TIME UNLESS THE CONSENT SOLICITATION IS AMENDED OR MODIFIED IN A MANNER DETERMINED BY THE COMPANY TO CONSTITUTE A MATERIAL CHANGE TO HOLDERS.

Upon the terms and subject to the conditions set forth in this Consent Solicitation Statement (as it may be amended or supplemented from time to time, this “*Consent Solicitation Statement*”), (i) GOL Equity Finance (“*GOL Equity Finance*”) is soliciting consents (the “*2024 Consents*”) from holders (“*2024 Holders*”) of the GOL Equity Finance’s 3.750% Exchangeable Senior Notes due 2024 (the “*2024 Notes*”) (ii) GOL Finance (“*GOL Finance*” and, together with GOL Equity Finance, as applicable, the “*Company*,” “*we*,” “*us*” or “*our*”) is soliciting consents (the “*2025 Consents*”) from holders (“*2025 Holders*”) of GOL Finance’s 7.000% Senior Notes due 2025 (the “*2025 Notes*”) and (iii) GOL Finance is soliciting consents (the “*2026 Consents*” and, together with the 2024 Consents and the 2025 Consents, the “*Consents*”) and such solicitation of the Consents being referred to herein as the “*Consent Solicitation*”) from holders (“*2026 Holders*” and, together with the 2024 Holders and the 2025 Holders, the “*Holders*”) of GOL Finance’s 8.000% Senior Secure Notes due 2026 (the “*2026 Notes*”) and, together with the 2024 Notes and the 2025 Notes, the “*Notes*”), as applicable, for the adoption of certain amendments (the “*Proposed Amendments*”) to (1) the indenture, dated as of March 26, 2019 for the 2024 Notes (the “*2024 Notes Indenture*”) among the GOL Equity Finance, as issuer, GOL Linhas Aéreas Inteligentes S.A. and GOL Linhas Aéreas S.A., as guarantors, and The Bank of New York Mellon, a New York banking corporation, as trustee (the “*2024 Trustee*”), (2) the indenture dated December 11, 2017 for the 2025 Notes (as supplemented by the first supplemental indenture, dated as of February 2, 2018, the “*2025 Notes Indenture*”) among the GOL Finance, as issuer, GOL Linhas Aéreas Inteligentes S.A. and GOL Linhas Aéreas S.A., as guarantors (together with GOL Finance and GOL Equity Finance, the “*GOL Parties*”), and The Bank of New York Mellon, a New York banking corporation, as trustee (the “*2025 Trustee*”) and (3) the indenture dated December 23, 2020 for the 2026 Notes (the “*2026 Notes Indenture*” and together with the 2024 Notes Indenture and the 2025 Notes Indenture, the “*Indentures*”) among the GOL Finance, as issuer, GOL Linhas Aéreas Inteligentes S.A. and GOL Linhas Aéreas S.A., as guarantors, and The Bank of New York Mellon, a New York banking corporation, as trustee (the “*2026 Trustee*” and, together with the 2024 Trustee and the 2025 Trustee, the “*Trustee*”), and TMF Brasil Administração e Gestão de Ativos Ltda., as collateral agent (the “*Collateral Agent*”).

The purpose of the Consent Solicitation is to seek Consents with respect to each of the Proposed Amendments on or prior to the Expiration Date. The Proposed Amendments are detailed in Section 2 of the Indentures, attached as Exhibits A, B and C. See “The Proposed Amendments.” No consent payment is being paid in connection with this Consent Solicitation.

Holders must deliver valid Consents in respect of at least a majority in aggregate principal amount of each of the outstanding Notes for each of the 2024 Notes, 2025 Notes, and 2026 Notes (the “*Requisite Consents*”) to approve the Proposed Amendments. For the avoidance of doubt, there is no inter-conditionality between the Consent Solicitations in respect of any series of Notes. In order to Consent, a beneficial owner of an interest in a Note (a “*Beneficial Owner*”) held through a DTC Participant must properly instruct such DTC Participant to cause a Consent to be delivered in accordance with DTC’s ATOP (as defined below) procedures on or prior to the Expiration Date by such DTC Participant with respect to such Note. Beneficial Owners whose Notes are held through a broker, dealer, commercial bank, trust company or other nominee should note that their nominee may establish a deadline earlier than the applicable Expiration Date by which instructions must be received by them in relation to the Consent Solicitation and, accordingly, Beneficial Owners are urged to contact their nominees as soon as possible to learn of any deadlines established by their nominees in relation to the Consent Solicitations. For a further information regarding the Proposed Amendments, see “The Proposed Amendments” herein.

The Consent Solicitation is subject to the satisfaction of certain conditions as set forth in this Consent Solicitation Statement under the caption “The Consent Solicitation—Conditions to the Consent Solicitation.”

None of the GOL Parties, the Information and Tabulation Agent, the Trustee, the Collateral Agent or any of their respective directors, officers, employees, agents or affiliates makes any recommendation in connection with the Consent Solicitation.

This Consent Solicitation Statement is dated February 23, 2023.

Holders are requested to read and consider carefully the information contained in this Consent Solicitation Statement and to provide their Consent to the Proposed Amendments by delivering their Consents in accordance with the instructions set forth herein.

By delivering a Consent with respect to the Notes, a Holder authorizes, directs and requests that (i) upon receipt of all documentation required under the Indenture, the Company, the Guarantors, the Trustee and the Collateral Agent, enter into a supplemental indenture with respect to the Notes setting forth the Proposed Amendments substantially in the form attached hereto as Annexes A, B and C (the “*Supplemental Indentures*”) and (ii) the Company, the Guarantors, the Trustee and the Collateral Agent enter into such other documents, and take such other actions necessary or expedient, in order to give effect to, and permit, the Proposed Amendments.

The Requisite Consents are needed to approve the Proposed Amendments. If, on or prior to the Expiration Date, the Requisite Consents have been received, and the other conditions set forth herein are satisfied or waived at such time, the Company and the Guarantors intend to execute and deliver to the Trustee the Supplemental Indentures, which will implement the adoption of the Proposed Amendments. The Company and the Guarantors expect to execute the Supplemental Indentures promptly upon the Company accepting the Requisite Consents.

Upon the Proposed Amendments becoming effective and operative, all Holders and their transferees will be bound by the terms thereof, even if they did not deliver Consents to the Proposed Amendments or if their Consents have not been accepted by the Company as described below.

Holders are requested to read and consider carefully the information contained in this Consent Solicitation Statement and to give their Consent to the Proposed Amendments by delivering their Consents through The Depository Trust Company (“DTC”)’s ATOP (as defined herein) procedures described herein.

The Company expressly reserves the right, in its sole discretion and regardless of whether any of the conditions described under “The Consent Solicitation—Conditions to the Consent Solicitation” have been satisfied, subject to applicable law, at any time prior to the effectiveness of the Proposed Amendments, to (i) terminate the Consent Solicitation for any reason, (ii) extend the Expiration Date, (iii) amend the terms of the Consent Solicitation or (iv) modify the form or amount of the consideration to be paid pursuant to the Consent Solicitation. See “The Consent Solicitation—Expiration Date; Extensions; Amendment.” **No consent payment is being paid in connection with this Consent Solicitation.**

Regardless of the outcome of the Consent Solicitation, the Notes will continue to be outstanding and will continue to bear interest as provided in the Indentures. The Proposed Amendments will not alter the Company’s contractual obligation to pay the principal of or interest on the Notes or alter the stated interest rate, maturity date or redemption provisions of the Notes.

Recipients of this Consent Solicitation Statement should not construe the contents hereof or thereof as legal, business or tax advice. Each recipient should consult its own attorney, business advisor and tax advisor as to legal, business, tax and related matters concerning the Consent Solicitation.

Capitalized terms used in this Consent Solicitation Statement that are not otherwise defined herein have the meanings set forth in the Indentures.

THE CONSENT SOLICITATION HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), NOR HAS THE SEC PASSED UPON THE FAIRNESS OR MERITS OF THE CONSENT SOLICITATION OR UPON THE ACCURACY OF THE INFORMATION CONTAINED IN THIS CONSENT SOLICITATION STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NONE OF THE GOL PARTIES, THE INFORMATION AND TABULATION AGENT, THE TRUSTEE, THE COLLATERAL AGENT OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES MAKES ANY RECOMMENDATION AS TO WHETHER OR NOT HOLDERS SHOULD DELIVER CONSENTS PURSUANT TO THE CONSENT SOLICITATION.

EACH HOLDER MUST MAKE ITS OWN DECISION AS TO WHETHER OR NOT TO DELIVER ITS CONSENT.

IMPORTANT NOTICE

Consents are being solicited from Holders of the Notes. this Consent Solicitation Statement does not constitute an offer or sale of any of any securities, in any jurisdiction. No Consent Payment is being made in connection with this Consent Solicitation.

Any Beneficial Owner of Notes who is not a Holder of such Notes must arrange with the person who is the Holder or such Holder's assignee or nominee to deliver their Consent on behalf of such Beneficial Owner. For purposes of the Consent Solicitations, DTC anticipates that the Consent Solicitation will be eligible for DTC's Automated Tender Offer Program ("*ATOP*") and has authorized DTC Participants to electronically deliver a Consent by causing DTC to deliver their Consents and indicate such delivery of a Consent to Epiq Corporate Restructuring, LLC as information and tabulation agent with respect to the Consent Solicitation (the "*Information and Tabulation Agent*") in accordance with DTC's ATOP procedures, as described below. DTC will verify each transaction and confirm the electronic delivery of a Consent by sending an Agent's Message (as defined below) to the Information and Tabulation Agent. DTC Participants must allow sufficient time for completion of the ATOP procedures during normal business hours of DTC. Beneficial Owners must contact the broker, dealer, commercial bank, custodian or DTC Participant who holds Notes for them if they wish to instruct such party to deliver a Consent with respect to such Beneficial Owner's Note.

Consents should not be delivered to the Company, the Trustee, The Collateral Agent or any of their respective agents. However, the Company reserves the right to accept any Consent received by the Company, the Trustee or the Collateral or any of their respective agents.

No person has been authorized to give any information or make any representations other than those contained or incorporated by reference herein, and, if given or made, such information or representations must not be relied upon as having been authorized by the Company, the Trustee, the Information and Tabulation Agent, the Collateral Agent or any other person. The statements made in this Consent Solicitation Statement are made as of the date hereof, and the delivery of this Consent Solicitation Statement and the accompanying materials shall not, under any circumstances, create any implication that the information contained herein is correct after the date hereof.

Questions concerning the terms of the Consent Solicitation should be directed to the Information and Tabulation Agent at the address or telephone number set forth on the back cover page of this Consent Solicitation Statement. Requests for additional copies of this Consent Solicitation Statement or other related documents should be directed to the Information and Tabulation Agent at the address or telephone numbers set forth on the back cover page of this Consent Solicitation Statement.

This Consent Solicitation Statement does not constitute a solicitation of Consents in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such solicitation under applicable federal securities or blue sky laws. This Consent Solicitation Statement does not constitute an offer to sell or the solicitation of an offer to buy any of the securities described or otherwise referred to in this Consent Solicitation Statement.

CONSENTS MUST BE ELECTRONICALLY DELIVERED IN ACCORDANCE WITH DTC'S ATOP PROCEDURES.

THE COMPANY

In this section we use the pronouns “we,” “our” and “us” and the term the “GOL” to refer, as applicable, to GOL Linhas Aéreas Inteligentes S.A. and its consolidated subsidiaries and affiliates.

GOL is Brazil’s largest domestic airline by market share, one of the largest low-cost carriers globally and the leading low-cost carrier in South 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. As a result of our experienced management, we believe we have built a resilient airline capable of maintaining sustainable competitive advantages throughout the business cycle.

Our strategy and business model allow us to adapt our supply to fluctuations in demand. Since our inception in 2001, we have had a strategic focus on sustainability and have been preparing ourselves to successfully operate in highly competitive business environments. Since the beginning of the COVID-19 pandemic, we have been working proactively with our stakeholders to further strengthen our position as the #1 airline in Brazil.

THE PROPOSED AMENDMENTS

The Proposed Amendments will be effectuated by execution of the Supplemental Indentures, a form of which is attached hereto as Annexes A, B and C.

When the Proposed Amendments Will Become Operative

The Supplemental Indentures implementing the Proposed Amendments may be executed and delivered promptly upon (i) the Company accepting the Requisite Consents (which may occur prior to the Expiration Date) and (ii) the closing of the Transactions (as defined in the Support Agreement dated as of February 17, 2023, by and among Abra Global Finance, Abra Group Limited, GOL Linhas Aéreas Inteligentes S.A., the Initial Consenting Holders (as defined therein) and the Additional Initial Consenting Holders (as defined therein) (as amended and supplemented, the “Support Agreement”). The provisions of the Supplemental Indentures will become effective and operative upon the execution and delivery thereof. Upon the Proposed Amendments becoming effective and operative, all Holders of the Notes and their respective transferees will be bound by the terms of thereof, even if they did not deliver Consents to the Proposed Amendments.

THE CONSENT SOLICITATION

Consents are being solicited from Holders of the Notes. Holders may provide their Consents to the Proposed Amendments described in this Consent Solicitation Statement.

Overview

Upon accepting the Requisite Consents (which may occur prior to the Expiration Date) and the closing of the Transactions contemplated by the Support Agreement, the Company and the Guarantors intend to execute the Supplemental Indentures, and will deliver the Supplemental Indentures to the Trustee for execution in accordance with the terms of the Indenture. The provisions of the Supplemental Indentures will become effective and operative upon its execution and delivery. Upon the Proposed Amendments becoming effective and operative, all Holders of such Notes and their respective transferees will be bound by the terms thereof, even if they did not deliver Consents to the Proposed Amendments.

Failure to deliver a Consent will have the same effect as if a Holder had chosen not to give its consent with respect to the Proposed Amendments. The Company will provide notice to Holders of receipt of the Requisite Consents (if the Requisite Consents have been received with respect to the Notes) in accordance with the terms of the Indentures.

No consent payment is being paid in connection with this Consent Solicitation.

Beneficial Owners of the Notes who wish to provide a Consent and whose Notes are held in the name of a broker, dealer, commercial bank, trust company or other nominee institution must contact such nominee promptly and instruct such nominee, as the Holder of such Notes, to deliver their Consent on behalf of the Beneficial Owner through the ATOP procedures described herein on or prior to the Expiration Date.

Consents may be delivered in principal amounts equal to minimum denominations of \$10,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent consents will be accepted.

The delivery of a Consent through ATOP will require the temporary blocking of the underlying Notes. See "Expiration Date; Extensions; Amendment."

Conditions to the Consent Solicitation

The obligations of the Company to accept validly delivered Consents are subject to:

- the receipt of the Requisite Consents on or prior to the Expiration Date;
- the concurrent closing of the Transactions contemplated by the Support Agreement;
- the absence of any law or regulation that would make unlawful or invalid the Consent Solicitation or the implementation of the Proposed Amendments, and the absence of any instituted or threatened action, suit or other proceeding or investigation by any governmental authority or agency or any other person that:
 - questions the legality, validity, binding effect, enforceability or effectiveness of the Consent Solicitation or the Proposed Amendments; or
 - challenges the making of the Consent Solicitation or might directly or indirectly prohibit, prevent, restrict or delay consummation of, or otherwise adversely affect in any material manner, the Consent Solicitation or the Proposed Amendments.

We may waive any of the conditions described above in our sole discretion except that we may not waive the condition that the Transactions contemplated by the Support Agreement occur concurrently. We will not execute

the Supplemental Indentures unless and until the closing of the Transactions contemplated by the Support Agreement occurs.

Subject to applicable law, the Consent Solicitation may be abandoned or terminated at any time prior to the Proposed Amendments becoming effective for any reason, in which case any Consents received will be voided.

Expiration Date; Extensions; Amendment

The term “Expiration Date” means, with respect to the Consent Solicitation, 5:00 p.m., New York City time, on February 28, 2023, unless the Company, in its sole discretion, extends the period during which the Consent Solicitation is open, in which case the term “Expiration Date” means the latest time and date to which the Consent Solicitation is extended.

In order to extend the Expiration Date with respect to the Consent Solicitation, the Company will notify the Information and Tabulation Agent in writing or orally of any extension and will make a public announcement or otherwise provide notice thereof by 9:30 a.m. New York City time. The Company may extend the Consent Solicitation on a daily basis or for such specified period of time as it determines in its sole discretion. Failure by any Holder or Beneficial Owner of Notes to be so notified will not affect the extension of the Consent Solicitation.

If the Consent Solicitation is amended or modified in a manner determined by the Company to constitute a material change to the Holders, the Company will promptly disclose such amendment or modification in a manner deemed appropriate and may, if appropriate, extend the Consent Solicitation for a period deemed by it to be adequate to permit the Holders to deliver their Consents.

Notwithstanding anything to the contrary set forth in this Consent Solicitation Statement, the Company expressly reserves the right, in its sole discretion and regardless of whether any of the conditions described above under “—Conditions to the Consent Solicitation” have been satisfied, subject to applicable law, at any time prior to the effectiveness of the Proposed Amendments, to (i) terminate the Consent Solicitation for any reason, (ii) extend the Expiration Date with respect to the Consent Solicitation, (iii) amend the terms of the Consent Solicitation or (iv) modify the form or amount of the consideration to be paid pursuant to the Consent Solicitation.

PROCEDURES FOR DELIVERING CONSENTS

The delivery of Consents pursuant to the Consent Solicitation in accordance with the procedures described below will constitute a valid delivery of Consents to the Proposed Amendments for the Notes.

All of the Notes are held in book-entry form and registered in the name of Cede & Co., as the nominee of DTC. Only Holders are authorized to deliver Consents with respect to their Notes. Therefore, to deliver Consents with respect to the Notes that are held through a broker, dealer, commercial bank, trust company or other nominee, the Beneficial Owner thereof must instruct such nominee to deliver the Consents on the beneficial owner's behalf according to the procedures described below.

It is anticipated that the Consent Solicitation will be eligible for DTC's ATOP. Temporary blocking of the underlying Notes is required. The information and Tabulation Agent will instruct DTC to release the positions as soon as practicable but no later than three business days after the Expiration Date. DTC Participants must electronically deliver a Consent in accordance with DTC's ATOP procedures. DTC will verify and confirm the electronic delivery of such Consent by sending an Agent's Message to the Information and Tabulation Agent.

The term "*Agent's Message*" means a message transmitted by DTC and received by the Information and Tabulation Agent, which states that DTC has received an express acknowledgment from the DTC Participant delivering Consents that such DTC Participant (i) has received and agrees to be bound by the terms of the Consent Solicitation as set forth in this Consent Solicitation Statement and that the Company may enforce such agreement against such DTC Participant, and (ii) Consents to the Proposed Amendments and the execution and delivery of the Supplemental Indenture upon the satisfaction of the conditions to the Consent Solicitation, as described in this Consent Solicitation Statement.

The Information and Tabulation Agent will seek to establish the Consent on ATOP with respect to the contra-CUSIP at DTC (the "*Book-Entry Transfer Facility*") promptly on or after the date of this Consent Solicitation Statement, and any financial institution that is a participant in the Book-Entry Transfer Facility system and whose name appears on a security position listing as the owner of Notes may make book-entry delivery of a Consent into the Information and Tabulation Agent's account in accordance with the Book-Entry Transfer Facility's procedures. Delivery of documents to the Book-Entry Transfer Facility in accordance with such Book-Entry Transfer Facility does not constitute delivery to the Information and Tabulation Agent.

CONSENTS MUST BE ELECTRONICALLY DELIVERED IN ACCORDANCE WITH DTC'S ATOP PROCEDURES.

A beneficial owner of Notes held through a broker, dealer, commercial bank, custodian or DTC participant must provide appropriate instructions to such person in order to cause a delivery of Consent through ATOP with respect to such Notes.

Holders desiring to deliver their Consents prior to the Expiration Date should note that they must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such respective date. Consents not delivered prior to the Expiration Date will be disregarded and of no effect.

The method of delivery of Consent through the ATOP procedures is at the election and risk of the Holder, and, delivery will be deemed made only when made through ATOP in accordance with the procedures described herein.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of Consents and revocations of Consents will be resolved by the Company, whose determinations will be binding. The Company reserves the absolute right to reject any or all Consents and revocations that are not in proper form or the acceptance of which could, in the opinion of the Company's counsel, be unlawful. The Company also reserves the right to waive any irregularities in connection with deliveries, which the Company may require to be cured within such time as the Company determines. None of the GOL Parties, the Trustee, the Information and Tabulation Agent, the Collateral Agent, their respective agents or any other person shall have any duty to give notification of any such

irregularities or waiver, nor shall any of them incur any liability for failure to give such notification. Deliveries of Consents or notices of revocation will not be deemed to have been made until such irregularities have been cured or waived. The Company's interpretation of the terms and conditions of the Consent Solicitation (including this Consent Solicitation Statement and the instructions hereto) will be final and binding on all parties.

No Letter of Transmittal or Consent Form

No consent form or letter of transmittal needs to be executed in relation to the Consent Solicitation or the Consents delivered through DTC. The valid electronic delivery of Consents through the CUSIP in accordance with DTC's ATOP procedures shall constitute a written consent to the Consent Solicitation.

REVOCATION OF CONSENTS

A properly delivered Consent received on or prior to the Expiration Date will be given effect in accordance with its terms. Consents may not be revoked at any time once delivered on or prior to the Expiration Date unless the consent solicitation is amended or modified in a manner determined by the Company to constitute a material change to Holders.

INFORMATION AND TABULATION AGENT

The Company has retained Epiq Corporate Restructuring, LLC to act as the Information and Tabulation Agent with respect to the Consent Solicitation. For the services of the Information and Tabulation Agent, the Company has agreed to pay reasonable and customary fees and to reimburse the Information and Tabulation Agent for its reasonable out-of-pocket expenses in connection with such services.

Requests for additional copies of this Consent Solicitation Statement and other related documents should be directed to the Information and Tabulation Agent at its address and telephone numbers set forth on the back cover page of this Consent Solicitation Statement. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Consent Solicitation.

FEES AND EXPENSES

The Company will bear the costs of the Consent Solicitation. The Company will reimburse the Trustee for the reasonable and customary expenses that the Trustee incurs in connection with the Consent Solicitation. The Company will also reimburse banks, trust companies, securities dealers, nominees, custodians and fiduciaries for their reasonable and customary expenses in forwarding this Consent Solicitation Statement and other materials to beneficial owners of the Notes.

MISCELLANEOUS

The Consent Solicitation is not being made to, and Consents will not be accepted from or on behalf of, Holders in any jurisdiction in which the making of the Consent Solicitation or the acceptance thereof would not be in compliance with the laws of such jurisdiction. However, the Company may in its discretion take such action as it may deem necessary to make the Consent Solicitation in any such jurisdiction and to extend the Consent Solicitation to Holders in such jurisdiction. In any jurisdiction in which the securities laws or blue sky laws require the Consent Solicitation to be made by a licensed broker or dealer, the Consent Solicitation will be deemed to be made on behalf of the Company by one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

ANNEX A

FORM OF FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this “First Supplemental Indenture”), dated as of [], 2023, by and among GOL Equity Finance, an orphan special purpose vehicle organized as a public limited liability company (société anonyme) under the laws of the Grand Duchy of Luxembourg, with registered office at 17, Boulevard Raiffeisen, L-2411 Luxembourg, Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*R.C.S. Luxembourg*) under number B 224920 (the “Issuer”), GOL Linhas Aéreas Inteligentes S.A. and GOL Linhas Aéreas S.A. (together, the “Guarantors”), and The Bank of New York Mellon, a New York banking corporation, as trustee (the “Trustee”) under the Indenture referred to below.

WITNESSETH

WHEREAS, the Issuer and the Guarantors executed and delivered to the Trustee an Indenture, dated as of March 26, 2019 (as it may be amended, supplemented or otherwise modified from time to time, the “Indenture”), providing for the issuance of 3.750% Exchangeable Senior Notes due 2024 (the “2024 Notes”);

WHEREAS, Section 10.02 of the Indenture provides that, under certain circumstances, the Issuer, the Guarantors and the Trustee may amend or supplement the Indenture with the consent of the Holders of a majority in aggregate principal amount of the then outstanding 2024 Notes (collectively, the “Consents”);

WHEREAS, Abra Global Finance has entered into that certain Transaction Commitment, Exchange and Purchase Agreement, dated as of the date hereof (the “Exchange Agreement”), by and among Abra Global Finance, Abra Group Limited and certain beneficial owners and record holders (collectively, the “Exchanging Holders”) of GOL Bonds (as defined in the Exchange Agreement), pursuant to which Abra Global Finance has agreed, subject to the execution, delivery and effectiveness of this First Supplemental Indenture, to exchange the Exchanging Holders’ GOL Bonds specified therein for certain new notes (the “New Notes”); and

WHEREAS, the Exchanging Holders, by their election to receive the New Notes, have delivered to the Issuer and the Trustee Consents by or on behalf of Holders of at least a majority in aggregate principal amount of the issued and outstanding 2024 Notes as of the time of the execution of this First Supplemental Indenture to (i) the amendments to the Indenture and the 2024 Notes set forth in this First Supplemental Indenture and (ii) the issuance of the New Notes, including the incurrence of the obligations and liens in respect thereof, in exchange for the GOL Bonds (as defined in the Exchange Agreement).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the 2024 Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture (as supplemented hereby).

2. CERTAIN AMENDMENTS TO THE INDENTURE.

(a) The Indenture is hereby amended by deleting the following Sections and clauses of the Indenture and all references and definitions related solely thereto in their entirety, and replacing all such deleted sections, clauses, references and definitions with “[Intentionally Omitted]”:

- Section 4.09 (*Compliance Certificate; Statements as to Defaults*)
- Section 4.11 (*Investment Company Act Procedures*)
- Section 4.12 (*Listing of the Notes*)

- Article 9 (*Holder's Meetings*)

(b) Clause (a) of the definition "Fundamental Change" is hereby deleted in its entirety and replaced by the following:

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 GLAI, GLAI's Wholly Owned Subsidiaries and their respective employee benefit plans) is or becomes the "beneficial owner" (as such term is used in Rule 13d-3 under the Exchange Act), directly or indirectly, of more than (A) (i) in the case of Permitted Holders or any "group" of which one or more Permitted Holders is a part, 65% of the total voting power of the Voting Stock of GLAI (which, for the avoidance of doubt, shall only be a "Fundamental Change" under this definition if such Permitted Holders or any such "group" was not already, prior to such transaction, the "beneficial owner" of 65% or more of such total voting power) and (ii) otherwise 50% of the total voting power of the Voting Stock of GLAI or (B) 50% of the outstanding ADSs;

(c) Section 6.01 (Events of Default) of the Indenture is hereby further amended by deleting clauses (f), (g), and (h) thereof in their entirety and replacing such clauses with "[Intentionally Omitted]", and all references in the Indenture to such clauses so deleted are hereby deleted in their entirety.

(d) The 2024 Notes are hereby amended to delete all provisions inconsistent with the amendments to the Indenture effective by this First Supplemental Indenture.

3. EFFECTIVENESS. This First Supplemental Indenture will become effective and binding immediately upon its execution and delivery by the parties hereto.

4. NO RECOURSE AGAINST OTHERS. No manager, managing director, director, officer, employee, incorporator or equity holder, including members, of the Issuer, any of the Guarantors, any Subsidiary or any direct or indirect parent of the Issuer or of the Guarantors, as such, will have any liability for any obligations of the Issuer or the Guarantors under the 2024 Notes, the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of 2024 Notes by accepting a New Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the New Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

5. REFERENCE TO AND EFFECT ON THE INDENTURE. On and after the effective date of this First Supplemental Indenture, each reference in the Indenture to "this Indenture," "hereunder," "hereof," or "herein" shall mean and be a reference to the Indenture as supplemented by this First Supplemental Indenture unless the context otherwise requires, and every Holder of the 2024 Notes heretofore or hereafter authenticated and delivered shall be bound hereby. Except as specifically amended above, the Indenture shall remain in full force and effect and is hereby ratified and confirmed.

6. CONSTRUCTION. Except as otherwise expressly provided or unless the context otherwise requires, the rules of construction set forth in Section 1.03 of the Indenture shall apply to this First Supplemental Indenture *mutatis mutandis*.

7. NEW YORK LAW TO GOVERN. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUCT THIS FIRST SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

8. SEVERABILITY. In case any provision in this First Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

9. COUNTERPARTS. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be deemed an original, but all of them together represent the same agreement. Delivery of an executed counterpart of a signature page to this First Supplemental Indenture by facsimile, email or other electronic means shall be effective as delivery of a manually executed counterpart of this First Supplemental Indenture.

10. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

11. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals and statements contained herein, all of which recitals are made solely by the Issuer and the Guarantors, and the Trustee shall not assume any responsibility for their correctness.

12. BENEFITS ACKNOWLEDGED. Each of the Issuer and the Guarantors acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this First Supplemental Indenture and that the agreements made by it pursuant to this First Supplemental Indenture are knowingly made in contemplation of such benefits.

13. SUCCESSORS. All agreements of each of the Issuer and the Guarantors in this First Supplemental Indenture shall bind their respective successors, except as otherwise provided in the Indenture. All agreements of the Trustee in this First Supplemental Indenture shall bind its successors.

14. RATIFICATION OF INDENTURE; FIRST SUPPLEMENTAL INDENTURE PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and each note issued thereunder heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, as of the date first above written.

ISSUER:

GOL EQUITY FINANCE

By: _____
Name:
Title:

GUARANTORS:

GOL LINHAS AÉREAS INTELIGENTES S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

GOL LINHAS AÉREAS S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE:

THE BANK OF NEW YORK MELLON

By: _____
Name:
Title:

ANNEX B

FORM OF SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE (this “Second Supplemental Indenture”), dated as of [], 2023, by and among GOL Finance, a public limited liability company (*société anonyme*) organized under the laws of the Grand Duchy of Luxembourg, with registered office at 17, Boulevard Raiffeisen, L-2411 Luxembourg, Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*R.C.S. Luxembourg*) under number B 178497 (the “Issuer”), GOL Linhas Aéreas Inteligentes S.A. and GOL Linhas Aéreas S.A. (together, the “Guarantors”), and The Bank of New York Mellon, a New York banking corporation, as trustee (the “Trustee”) under the Indenture referred to below.

WITNESSETH

WHEREAS, the Issuer and the Guarantors executed and delivered to the Trustee an Indenture, dated as of December 11, 2017 (as amended by a First Supplemental Indenture, dated as of February 2, 2018, and as it may be amended, supplemented or otherwise modified from time to time, the “Indenture”), providing for the issuance of 7.000% Senior Notes due 2025 (the “2025 Notes”);

WHEREAS, Section 9.02 of the Indenture provides that, under certain circumstances, the Issuer, the Guarantors and the Trustee may amend or supplement the Indenture with the consent of the Holders of a majority in aggregate principal amount of the then outstanding 2025 Notes (collectively, the “Consents”);

WHEREAS, Abra Global Finance has entered into that certain Transaction Commitment, Exchange and Purchase Agreement, dated as of the date hereof (the “Exchange Agreement”), by and among Abra Global Finance, Abra Group Limited and certain beneficial owners and record holders (collectively, the “Exchanging Holders”) of GOL Bonds (as defined in the Exchange Agreement), pursuant to which Abra Global Finance has agreed, subject to the execution, delivery and effectiveness of this Second Supplemental Indenture, to exchange the Exchanging Holders’ GOL Bonds specified therein for certain new notes (together, the “New Notes”); and

WHEREAS, the Exchanging Holders, by their election to receive the New Notes, have delivered to the Issuer and the Trustee Consents by or on behalf of Holders of at least a majority in aggregate principal amount of the issued and outstanding 2025 Notes as of the time of the execution of this Second Supplemental Indenture to (i) the amendments to the Indenture and the 2025 Notes set forth in this Second Supplemental Indenture and (ii) the issuance of the New Notes, including the incurrence of the obligations and liens in respect thereof, in exchange for the GOL Bonds (as defined in the Exchange Agreement).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the 2025 Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture (as supplemented hereby).

2. CERTAIN AMENDMENTS TO THE INDENTURE.

(a) The Indenture is hereby amended by deleting the following Sections and clauses of the Indenture and all references and definitions related solely thereto in their entirety, and replacing all such deleted sections, clauses, references and definitions with “[Intentionally Omitted]”:

- Section 4.07 (Reporting Requirements)
- Section 4.09 (Limitation on Transactions with Affiliates)

(b) Section 6.01 (Events of Default) of the Indenture is hereby further amended by deleting clauses (c), (d), and (e) thereof in their entirety and replacing such clauses with “[Intentionally Omitted]”, and all references in the Indenture to such clauses so deleted are hereby deleted in their entirety.

(c) The 2025 Notes are hereby amended to delete all provisions inconsistent with the amendments to the Indenture effective by this Second Supplemental Indenture.

3. EFFECTIVENESS. This Second Supplemental Indenture will become effective and binding immediately upon its execution and delivery by the parties hereto.

4. NO RECOURSE AGAINST OTHERS. No manager, managing director, director, officer, employee, incorporator or equity holder, including members, of the Issuer, any of the Guarantors, any Subsidiary or any direct or indirect parent of the Issuer or of the Guarantors, as such, will have any liability for any obligations of the Issuer or the Guarantors under the 2025 Notes, the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of 2025 Notes by accepting a New Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the New Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

5. REFERENCE TO AND EFFECT ON THE INDENTURE. On and after the effective date of this Second Supplemental Indenture, each reference in the Indenture to “this Indenture,” “hereunder,” “hereof,” or “herein” shall mean and be a reference to the Indenture as supplemented by this Second Supplemental Indenture unless the context otherwise requires, and every Holder of the 2025 Notes heretofore or hereafter authenticated and delivered shall be bound hereby. Except as specifically amended above, the Indenture shall remain in full force and effect and is hereby ratified and confirmed.

6. CONSTRUCTION. Except as otherwise expressly provided or unless the context otherwise requires, the rules of construction set forth in Section 1.02 of the Indenture shall apply to this First Supplemental Indenture *mutatis mutandis*.

7. NEW YORK LAW TO GOVERN. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SECOND SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

8. SEVERABILITY. In case any provision in this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

9. COUNTERPARTS. The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be deemed an original, but all of them together represent the same agreement. Delivery of an executed counterpart of a signature page to this Second Supplemental Indenture by facsimile, email or other electronic means shall be effective as delivery of a manually executed counterpart of this Second Supplemental Indenture.

10. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

11. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or for or in respect of the recitals and statements contained herein, all of which recitals are made solely by the Issuer and the Guarantors, and the Trustee shall not assume any responsibility for their correctness.

12. BENEFITS ACKNOWLEDGED. Each of the Issuer and the Guarantors acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Second

Supplemental Indenture and that the agreements made by it pursuant to this Second Supplemental Indenture are knowingly made in contemplation of such benefits.

13. SUCCESSORS. All agreements of each of the Issuer and the Guarantors in this Second Supplemental Indenture shall bind their respective successors, except as otherwise provided in the Indenture. All agreements of the Trustee in this Second Supplemental Indenture shall bind its successors.

14. RATIFICATION OF INDENTURE; SECOND SUPPLEMENTAL INDENTURE PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Second Supplemental Indenture shall form a part of the Indenture for all purposes, and each note issued thereunder heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed, as of the date first above written.

ISSUER:

GOL FINANCE

By: _____
Name:
Title:

GUARANTORS:

GOL LINHAS AÉREAS INTELIGENTES S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

GOL LINHAS AÉREAS S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE:

THE BANK OF NEW YORK MELLON

By: _____
Name:
Title:

ANNEX C

FORM OF FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this “First Supplemental Indenture”), dated as of [], 2023, by and among GOL Finance, a public limited liability company (*société anonyme*) organized under the laws of the Grand Duchy of Luxembourg, with registered office at 17, Boulevard Raiffeisen, L-2411 Luxembourg, Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*R.C.S. Luxembourg*) under number B 178497 (the “Issuer”), GOL Linhas Aéreas Inteligentes S.A. and GOL Linhas Aéreas S.A. (together, the “Guarantors”), The Bank of New York Mellon, a New York banking corporation, as trustee (the “Trustee”), and TMF Brasil Administração e Gestão de Ativos Ltda., as collateral agent (the “Collateral Agent”), each under the Indenture referred to below.

WITNESSETH

WHEREAS, the Issuer and the Guarantors executed and delivered to the Trustee and the Collateral Agent an Indenture, dated as of December 23, 2020 (as it may be amended, supplemented or otherwise modified from time to time, the “Indenture”), providing for the issuance of 8.00% Senior Secured Notes due 2026 (the “2026 Notes”);

WHEREAS, Section 9.02 of the Indenture provides that, under certain circumstances, the Issuer, the Guarantors, the Trustee and the Collateral Agent may amend or supplement the Indenture with the consent of the Holders of a majority in aggregate principal amount of the then outstanding 2026 Notes (collectively, the “Consents”);

WHEREAS, Abra Global Finance has entered into that certain Transaction Commitment, Exchange and Purchase Agreement, dated as of the date hereof (the “Exchange Agreement”), by and among Abra Global Finance, Abra Group Limited and certain beneficial owners and record holders (collectively, the “Exchanging Holders”) of GOL Bonds (as defined in the Exchange Agreement), pursuant to which Abra Global Finance has agreed, subject to the execution, delivery and effectiveness of this First Supplemental Indenture, to exchange the Exchanging Holders’ GOL Bonds specified therein for certain new notes (the “New Notes”); and

WHEREAS, the Exchanging Holders, by their election to receive the New Notes, have delivered to the Issuer and the Trustee Consents by or on behalf of Holders of at least a majority in aggregate principal amount of the issued and outstanding 2026 Notes as of the time of the execution of this First Supplemental Indenture to (i) the amendments to the Indenture and the 2026 Notes set forth in this First Supplemental Indenture and (ii) the issuance of the New Notes, including the incurrence of the obligations and liens in respect thereof, in exchange for the GOL Bonds (as defined in the Exchange Agreement).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guarantors, the Trustee and the Collateral Agent mutually covenant and agree for the equal and ratable benefit of the Holders of the 2026 Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture (as supplemented hereby).
2. CERTAIN AMENDMENTS TO THE INDENTURE.

(a) The Indenture is hereby amended by deleting the following Sections and clauses of the Indenture and all references and definitions related solely thereto in their entirety, and replacing all such deleted sections, clauses, references and definitions with “[Intentionally Omitted]”:

- Section 4.07 (*Reporting Requirements*)
- Section 4.09 (*Limitation on Transactions with Affiliates*)

- Section 4.15 (*LTV Ratio*)
- Section 4.22 (*Listing*)

(b) Item (i) of Section 2.15 (*Additional Notes*) is hereby deleted and replaced with “[Intentionally Omitted]”.

(c) Item (ii) of Section 4.11 (*Additional Pari Passu Obligations*) is hereby deleted and replaced with “[Intentionally Omitted]”.

(d) Item (e)(B) of Section 4.18 (*Use and Possession of Spare Parts, Spare Engines, Flight Simulators and Aircraft*) is hereby deleted and replaced with “[Intentionally Omitted]”.

(e) The definition of “Additional Pari Passu Obligations” is hereby amended to read as follows:

“**Additional Pari Passu Obligations**” means any Obligations under (x) the senior secured notes issued pursuant to a note purchase agreement, the form of which is attached as Annex A hereto (the “GOL SSNs”); (y) the exchangeable senior secured notes issued pursuant to a note purchase agreement, the form of which is attached as Annex B hereto (the “GOL ESSNs”); and (z) up to US\$300.0 million in debt (the “Additional Pari Passu Debt”) as expressly permitted pursuant to Section 7.13(b)(10) under each of the note purchase agreements referenced in clause (x) and clause (y) having Pari Passu Lien Priority relative to the Notes Obligations with respect to the Collateral; *provided* that the Additional Trustee shall have executed (a) a joinder to the Intercreditor Agreement then in effect or (b) if the Intercreditor Agreement is not then in effect, the Intercreditor Agreement.

(f) The definition of “Secured Parties” is hereby amended to read as follows:

“**Secured Parties**” means the Holders of the Notes, the Trustee, the Collateral Agent, the Agents, the holders of each of the GOL SSNs, the GOL ESSNs and the Additional Pari Passu Debt and, in each case, the related collateral agent.

(g) Section 4.11(iv) of the Indenture is hereby amended to read as follows:

the Collateral Agent and the Trustee, on behalf of the Holders and the Additional Trustee, will execute (i) a joinder to the Intercreditor Agreement then in effect, or (ii) if the Intercreditor Agreement is not then in effect, the Intercreditor Agreement, which Intercreditor Agreement will set forth the relative rights and obligations of the holders of Pari Passu Obligations with respect to the Collateral that is permitted to be shared with other creditors pursuant to the terms of this Indenture; *provided*, the Company shall deliver to each of the Collateral Agent and the Trustee an Officers’ Certificate and an Opinion of Counsel of the Company, each stating that all conditions precedent contained in this Indenture to the execution and delivery of the Intercreditor Agreement or the joinder have been satisfied and that such Intercreditor Agreement or joinder is authorized or permitted by this Indenture.

(h) Section 6.01 (*Events of Default*) of the Indenture is hereby amended by deleting clauses (c), (g) and (h) thereof in their entirety and replacing such clauses with “[Intentionally Omitted]”, and all references in the Indenture to such clauses so deleted are hereby deleted in their entirety.

(i) The proviso in Section 9.01 of the Indenture is hereby amended to read as follows:

provided that, the Company has delivered to the Trustee and the Collateral Agent (if the Collateral Agent is a party thereto) an Opinion of Counsel and an Officers' Certificate, each stating that such amendment or supplement complies with the provisions of this Section 9.01 or with the Collateral Documents, as the case may be.

(j) Section 9.05 of the Indenture is hereby amended to read as follows:

The Trustee shall sign any amendment authorized pursuant to this Article 9 if the amendment, waiver or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. In signing any amendment, waiver or supplement, the Trustee and the Collateral Agent shall be entitled to receive indemnity or security satisfactory to the Trustee and the Collateral Agent, respectively, and to receive, and shall be fully protected in relying upon, an Officers' Certificate and an Opinion of Counsel each stating that such amendment, waiver or supplemental indenture is authorized or permitted by, and is not inconsistent with, the Indenture or the Collateral Documents, as the case may be, and that it shall be valid and binding upon the Company in accordance with its terms. No amendment, waiver or supplement of this Indenture, the Intercreditor Agreement, the Collateral Documents, the Notes or the Note Guarantees shall affect the rights, duties, immunities or obligations of the Collateral Agent without the consent of the Collateral Agent.

(k) Section 11.03(i) of the Indenture is hereby amended to read as follows:

an Officers' Certificate in form and substance reasonably satisfactory to the Trustee or the Collateral Agent (which shall include the statements set forth in Section 11.04) stating that, in the opinion of the signers, all covenants and conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(l) The opening language in Section 11.04 of the Indenture is hereby amended to read as follows:

Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture shall include substantially:

(m) The 2026 Notes are hereby amended to delete all provisions inconsistent with the amendments to the Indenture effective by this First Supplemental Indenture.

(n) Annex A hereto and Annex B hereto shall be added as Annexes to the Indenture.

3. EFFECTIVENESS. This First Supplemental Indenture will become effective and binding immediately upon its execution and delivery by the parties hereto.

4. NO RECOURSE AGAINST OTHERS. No manager, managing director, director, officer, employee, incorporator or equity holder, including members, of the Issuer, any of the Guarantors, any Subsidiary or any direct or indirect parent of the Issuer or of the Guarantors, as such, will have any liability for any obligations of the Issuer or the Guarantors under the 2026 Notes, the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of 2026 Notes by accepting a New Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the New Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

5. REFERENCE TO AND EFFECT ON THE INDENTURE. On and after the effective date of this First Supplemental Indenture, each reference in the Indenture to "this Indenture," "hereunder," "hereof," or "herein"

shall mean and be a reference to the Indenture as supplemented by this First Supplemental Indenture unless the context otherwise requires, and every Holder of the 2026 Notes heretofore or hereafter authenticated and delivered shall be bound hereby. Except as specifically amended above, the Indenture shall remain in full force and effect and is hereby ratified and confirmed.

6. CONSTRUCTION. Except as otherwise expressly provided or unless the context otherwise requires, the rules of construction set forth in Section 1.02 of the Indenture shall apply to this First Supplemental Indenture *mutatis mutandis*.

7. NEW YORK LAW TO GOVERN. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS FIRST SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

8. SEVERABILITY. In case any provision in this First Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

9. COUNTERPARTS. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be deemed an original, but all of them together represent the same agreement. Delivery of an executed counterpart of a signature page to this First Supplemental Indenture by facsimile, email or other electronic means shall be effective as delivery of a manually executed counterpart of this First Supplemental Indenture.

10. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

11. THE TRUSTEE AND THE COLLATERAL AGENT. The Trustee and the Collateral Agent shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals and statements contained herein, all of which recitals are made solely by the Issuer and the Guarantors, and none of the Trustee or the Collateral Agent shall assume any responsibility for their correctness.

12. BENEFITS ACKNOWLEDGED. Each of the Issuer and the Guarantors acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this First Supplemental Indenture and that the agreements made by it pursuant to this First Supplemental Indenture are knowingly made in contemplation of such benefits.

13. SUCCESSORS. All agreements of each of the Issuer and the Guarantors in this First Supplemental Indenture shall bind their respective successors, except as otherwise provided in the Indenture. All agreements of the Trustee and the Collateral Agent in this First Supplemental Indenture shall bind their respective successors.

14. RATIFICATION OF INDENTURE; FIRST SUPPLEMENTAL INDENTURE PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This First Supplemental Indenture

shall form a part of the Indenture for all purposes, and each note issued thereunder heretofore or hereafter authenticated and delivered shall be bound hereby.

15. By its execution and delivery of this First Supplemental Indenture, the Trustee hereby directs the Collateral Agent to execute and deliver:

(i) this First Supplemental Indenture;

(ii) the Third Amendment to the Fiduciary Transfer of Intellectual Property Rights Agreement, by and among the Collateral Agent and the Guarantors, in the form attached as Annex C hereto (the “GLA Third Amendment”);

(iii) the Third Amendment to the Fiduciary Transfer of Intellectual Property Rights Agreement, by and among the Collateral Agent and the Guarantors, in the form attached as Annex D hereto (the “GLAI Third Amendment”);

(iv) the Fifth Amendment to the Revolving Aircraft Spare Parts Fiduciary Assignment Agreement, by and among the Collateral Agent and the Guarantors, in the form attached as Annex E hereto (the “Revolving Fifth Amendment”);

(v) the Fifth Amendment to the Non-Revolving Aircraft Spare Parts Fiduciary Assignment Agreement, by and among the Collateral Agent and the Guarantors, in the form attached as Annex F hereto (the “Non-Revolving Fifth Amendment”); and

(vi) the Intercreditor Agreement, by and among the Issuer, the Guarantors, GOL Equity Finance, the Trustee, the Collateral Agent and TMF Brasil Administração e Gestão de Ativos Ltda., as collateral agent (the “Additional Trustee”), in the form attached as Annex G hereto (the “Intercreditor Agreement”).

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, as of the date first above written.

ISSUER:

GOL FINANCE

By: _____
Name:
Title:

GUARANTORS:

GOL LINHAS AÉREAS INTELIGENTES S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

GOL LINHAS AÉREAS S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE:

THE BANK OF NEW YORK MELLON

By: _____
Name:
Title:

COLLATERAL AGENT:

TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS
LTDA.

By: _____
Name:
Title:

GOL FINANCE

GOL EQUITY FINANCE

Requests for assistance in completing and delivering the terms of the Consent Solicitation and requests for additional copies of this Consent Solicitation Statement should be directed to the Information and Tabulation Agent at its email address set forth below:

The Information and Tabulation Agent for the Consent Solicitation is:

Epiq Corporate Restructuring, LLC

Attn: GOL Team

Email: Tabulation@epiqglobal.com

(please reference “GOL Consent” in the subject line)

The Trustee under the Indenture is:

The Bank of New York Mellon

Corporate Trust Administration – Global Finance Unit

240 Greenwich Street, 7E

New York, New York 10286

USA